SS/vv
12/15/11
Item #24

AN ORDINANCE 2011-12-15-1044

AUTHORIZING THE ACCEPTANCE OF A SENIOR NUTRITION PROGRAM GRANT IN THE AMOUNT OF $1,780,126.00 FROM ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) AND A TOTAL PROGRAM BUDGET OF $5,427,959.00 WHICH INCLUDES THE GRANT FUNDS FROM AACOG, GENERAL FUND MONIES AND CLIENT DONATIONS FOR OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012; APPROPRIATING $310,770.00 FROM THE GENERAL FUND FUND BALANCE; AUTHORIZING A MONTH-TO-MONTH RENEWAL OF SENIOR NUTRITION SITE OPERATING CONTRACTS AND A PERSONNEL COMPLEMENT OF 50 POSITIONS IN THE DEPARTMENT OF HUMAN SERVICES.

* * * * *

WHEREAS, the purpose of the City's Senior Nutrition Program is to provide seniors with a meal and nutrition information in a congregate setting; and

WHEREAS, the City's Department of Human Services (DHS) operates the Program using General Funds and Federal Funds awarded in grants by the Texas Department on Aging and Disability Services through the Alamo Area Council of Governments (AACOG) since 1973; and

WHEREAS, the program serves 3,500 meals daily from Monday through Friday at the 77 senior sites located throughout the city and approximately 300 are home delivered; and

WHEREAS, for FY 2012, AACOG has indicated that grant funds in the amount of $1,780,126.00, which includes $5,000.00 for home delivered meals, are available to the City; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Department of Human Services, or her designee, is hereby authorized to accept grant funds in an amount up to $1,780,126.00 from the Alamo Area Council of Governments (AACOG) and up to $192,557.00 in client donations (Program Income), and to provide up to $3,144,506.00 in City cash matching funds included in the FY 2012 Adopted General Fund Budget for the period October 1, 2011 through September 30, 2012 for the FY 2012 Comprehensive Nutrition Project (CNP) program. The appropriation of $310,770.00 to offset a reduction in the AACOG grant award from the General Fund fund balance for the FY 2012 CNP program is also authorized. A copy of the grant application is on file with the Department of Human Services.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Human Services, or her designee, is further authorized to execute any and all necessary documents to effectuate the acceptance of the grant.

SECTION 3. Fund 2601138011 entitled CNP 2012 is hereby designated for the use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to $1,780,126.00 from the AACOG, the $3,144,506.00 City cash match, plus the additional $310,770.00 from the General Fund, and up to $192,557.00 in program income will be appropriated in said fund. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is approved and adopted for entry in the City books. If the AACOG awards supplemental funds during the grant period, such award is authorized to be accepted and incorporated in said budget as authorized by AACOG.

SECTION 4. Funding in the amount of $310,770.00 for this ordinance is authorized to be appropriated and transferred from Fund 11001000, Internal Order 390000001420 and General Ledger 6102100.

SECTION 5. The Director of the Department of Human Services, or her designee, is authorized to execute contracts in substantially the same form, as applicable, as those that are attached hereto and incorporated herein for all purposes as **Attachments II – VI,** with entities for operation of nutrition sites and use of facilities for the CNP to provide daily meals. The Director of the Department of Human Services, or her designee, is also authorized to execute any month to month renewals of existing senior nutrition site operating contracts.

SECTION 6. The personnel complement, which is attached hereto and incorporated herein for all purposes as **Attachment VII**, is hereby approved.

SECTION 7. The financial fiscal allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 8. This ordinance is effective immediately upon the receipt of eight or more affirmative votes of the City Council; otherwise, it will be effective ten days from the date of passage.

PASSED AND APPROVED this 15th day of December, 2011.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Michael Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 24

Name:	24
Date:	12/15/2011
Time:	11:23:41 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the acceptance of a senior nutrition program grant in the amount of $1,780,126.00 from Alamo Area Council of Governments (AACOG) and a total program budget of $5,427,959.00 which includes the grant funds from AACOG, general fund monies and client donations for October 1, 2011 through September 30, 2012; appropriating $310,770.00 from the General Fund fund balance to offset a reduction in federal funds for the senior nutrition program; authorizing a month-to-month renewal of senior nutrition site operating contracts and a personnel complement of 50 positions in the Department of Human Services. [Peter Zanoni, Assistant City Manager; Gloria Hurtado, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3	x					x
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x			x	
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

2012 Comprehensive Nutrition Program

October 1, 2011 - September 30, 2012

Attachment I

		BUDGET
	REVENUES:	
4501100	Grants Federal-Ope - AACOG/Title III	$1,780,126
4502230	Grants Program Income - Congregate Meals	157,057
4502230	Grants Program Income - Homebound Meals	35,500
6101100	Interfund Transfers In	3,455,276
	TOTAL REVENUES	**$5,427,959**

	APPROPRIATIONS:	
138000001027	**Comprehensive Nutrition Program Grant**	
5101010	Regular Salaries	$1,032,920
5101015	Temporary Salaries	23,260
5101050	Language Skill Pay	3,600
5103005	FICA & Medicare Expense	79,018
5103007	Temp FICA & Medicare	1,779
5103010	Life Insurance	646
5103035	Personal Leave Buy Back	11,750
5103056	Transportation Allowance	3,780
5104030	Flex Benefits Contr	118,800
5105010	Retirement Expense	64,927
5304010	Food	632,203
	TOTAL 138000001027	**$1,972,683**
138000001028	**Comprehensive Nutrition Program Grant Match**	
5101010	Regular Salaries	$96,787
5103005	FICA & Medicare Expense	7,404
5103010	Life Insurance	97
5103035	Personal Leave Buyback	2,000
5103056	Transportation Allowance	162
5104030	Flex Benefits Contr	17,078
5105010	Retirement Expense	9,759
5201025	Education - Classes	820
5201044	Garbage Collection Expense	1,110
5202010	Temporary Services	99,219
5202020	Contractual Services	552,260
5203040	Advertising & Publications	900
5203050	Membership Dues	350
5203060	Binding & Printing	3,600
5203090	Transportation Fees	18,000
5204020	Maint & Repair - Commercial	25,200
5204050	Maint - Buildings	4,202
5204060	Cleaning Services	32,204
5204070	Rental of Field Eqt	900
5204080	Maint - M&E	3,600
5204090	Maint - Repair - Auto	48,000
5205010	Mail & Parcel Post	25,000
5206010	Rental of Facilities	30,600
5207010	Travel - Official	2,000
5208530	Alarm & Security	2,580
5301010	M&R Material Bldg/Imp	240
5301020	M & R Parts Automotive	33,000
5302010	Office Supplies	8,100
5303010	Janitorial Supplies	1,020

5304010	Food	1,855,759
5304050	Tools & Apparatus	499
5304080	Other Commodities	55,200
5403020	Communications Radios	4,980
5403545	Motor Fuel and Lubricants	93,600
5407510	Rental of City Eqt	108,276
	TOTAL 138000001028	**$3,144,506**

13800000XXXX Comprehensive Nutrition Program - Supplemental Assistance

5304010	Food	$310,770
	TOTAL 13800000XXXX	**$310,770**

TOTAL APPROPRIATIONS	**$5,427,959**

Attachment II

STATE OF TEXAS **Contract #_____**

COUNTY OF BEXAR **VENDOR AGREEMENT**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No._____ and _____ (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at _____, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.

1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of $_____ for Congregate Site Management and $____ for Homebound Site Management. These fixed unit rates are the gross receipt amounts.

1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.

1.4 Payment and financial transactions shall be as follows:

(a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Human Services shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;

(b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

i. The amount of nine cents ($0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.

ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents ($0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents ($0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.

(c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Human Services.

i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.

(d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.

(e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.

(f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Human Services (DHS) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

(g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.

(h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____ and shall remain in full force and effect for an initial term of one (1) month. This Agreement shall be automatically extended for successive one (1) month periods on the same terms and conditions expressed herein, or as may be amended, unless terminated pursuant to the terms of this Agreement.

IV. Scope of Work / Project Requirements

4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Human Services deems appropriate.

4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.

4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.

4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.

4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.

4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.

4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.

4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.

4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.

4.3 With regard to the serving of meals:

4.3.1 The Vendor agrees to provide a projected total of _____ Congregate Meals and a projected total of _____ Homebound Meals per year.

4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).

(a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

(b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.

(c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.

(d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.

4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from _____ a.m. to _____ p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.

4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.

4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.

4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.

4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.

4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certifed.

4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:

- Hot Foods: 140 degrees Fahrenheit or higher
- Cold Foods: 41 degrees Fahrenheit or lower

4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:

4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.

4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.

4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.

4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).

4.4.5 Honor special transportation requests from disabled participants who require special assistance.

4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.

5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.

5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.

5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(a) Title VII of the Civil Rights Act of 1964, as amended;
(b) Section 504 of the Rehabilitation Act of 1973, as amended;
(c) The Age Discrimination Act of 1975, as amended;
(d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(e) Fair Labor Standards Act of 1938, as amended;
(f) Equal Pay Act of 1963, P.L. 88-38; and
(g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.

5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.

5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with *Alamo Area Council of Governments and/or City of San Antonio* rules and regulations, shall have the final authority to render or secure an interpretation.

5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:

(a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of International Economic Development, and the City Clerk's Office.

(b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between $25,000 to $200,000 or for contracts over $200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of International Economic

Development, including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of International Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in $1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

(c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of International Economic Development.

5.11 Additionally, Vendor shall comply with the following:

(a) Local Government Records Act of 1989 and the official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
(b) Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

(a) worker's compensation;
(b) unemployment insurance;
(c) timely deposits of payroll deductions;
(d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(e) Occupational Safety and Health Act regulations; and
(f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.13 Vendor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Vendor shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

6.2 The Vendor shall submit to the Department of Human Services such reports as may be required by **AACOG and/or City.**

6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.

6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.

6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.

6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.

6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.

6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.

7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.

7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.

7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.

7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.

7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

8.1 Vendor agrees to comply with the following insurance provisions:

(a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Human Services.

(b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Human Services.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this AGREEMENT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLIE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPROTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR'S activities under this AGREEMENT

X. Legal Requirements

10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

11.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Vendor and evidenced by passage of a subsequent City ordinance, as to City's approval.

XII. Subcontracting and Assignment

12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

XIII. Independent Contractor

13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Human Services
115 Plaza de Armas Suite 150
San Antonio, Texas 78205

Vendor
_____
_____
_____

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the

activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

21.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

Gloria Hurtado, Director
Department of Human Services

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

Authorized Signature

(Name of Contractor)

(Street Address)

(City, State, Zip Code)

ATTACHMENTS:

Attachment I-Project Roster
Attachment II-Cash Handling Procedures
Attachment III- Nutrition Service Requirements
Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment V- AACOG Policies and Procedures

Attachment III

STATE OF TEXAS **Contract #_____**

COUNTY OF BEXAR

COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____, passed and approved on _____, and _____ ("Volunteer") located at _____, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at _____, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.

1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Human Services, Senior Services Division's Elderly Services Supervisor for eligibility determination.

1.4 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Human Services, Senior Services Division.

II. Agreement Period

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____ and shall terminate on _____.

III. Collection of Meal Fees and Donations for Meals

3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.

3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.

3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, quests of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.

3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.

3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Elderly & Disabled Services Division, Department of Human Services. The Volunteer shall comply with the provisions of the Department of Human Services (DHS) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.

4.2 The Volunteer agrees to provide a projected total of _____ Congregate Meals for the term of this Agreement.

4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:

(a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
(b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
(c) The Project meal shall be served within the prescribed temperatures as stated in the State Standards, Department of Health, Education, and Welfare Policy and Procedures Manual, which is attached hereof and incorporated herein for all purposes as Attachment III.
(d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, and portion control.

4.4 In accordance with City Ordinance #70354 and State Standards 267.7, Volunteer shall ensure food handlers are properly trained and certified.

4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Wednesday at 1:00 PM, of the number of meals to be served at the Center the following week.

4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.

4.9 City shall perform periodic inspections of the Volunteer's operations at the Center to ensure compliance with health codes, revenue and portion control.

4.10 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.

4.11 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.

5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.

5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.

5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Volunteer shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.

6.2 Volunteer shall submit to the Department of Human Services such reports as may be required by AACOG and/or City.

6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.

6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall

continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.

7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Human Services

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Human Services.

IX. Indemnity

9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other

person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

(b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Human Services. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.

12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Social Services Manager	_____
Comprehensive Nutrition Project	_____
Senior Services Division	_____
Department of Human Services	
115 Plaza de Armas Suite 150	
San Antonio, Texas 78205	

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

17.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____

Gloria Hurtado, Director
Department of Human Services

APPROVED AS TO FORM:

_____

Assistant City Attorney

VOLUNTEER:

_____

Authorized Signature

Agency Name
Agency Address
City, State, Zip Code

Attachment IV

STATE OF TEXAS **Contract #_____**

COUNTY OF BEXAR

COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____, passed and approved on _____, and _____ ("Volunteer").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at nutrition center sites (the "Centers"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at nutrition center sites from Monday through Friday, between the hours of _____ a.m. to _____ pm. (the "Project Hours"). The nutrition center sites are listed in Attachment IV, which is attached hereto and incorporated herein for all purposes as if copied at length. The nutrition center sites are hereinafter individually referred to as "Center" and collectively referred to as "Centers." Wherever in this Agreement reference is made to a Center, Volunteer understands and agrees that such reference shall be held and construed to reference each and every Center listed on Attachment IV, unless the context otherwise requires. Additionally, the use of the word "Center" shall be held to include the plural, and the use of the word "Centers" shall be held to include the singular, as the context may require.

1.2 Volunteer understands and agrees that the performance obligations of the Volunteer under this Agreement are imputed to each Center listed on Attachment IV with respect to its Center. Volunteer agrees to cause all employees and volunteers of Volunteer's Center to comply with the terms of, and obligations of Volunteer under, this Agreement. Volunteer shall provide a fully executed copy of this Agreement to each Center for the purposes of making each Center aware of its performance obligations under this Agreement.

1.3 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the

Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Human Services, Senior Services Division's Elderly Services Supervisor for eligibility determination.

1.4 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer's Centers as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Human Services, Senior Services Division.

II. Agreement Period

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____and shall terminate on _____.

III. Collection of Meal Fees and Donations for Meals

3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.

3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.

3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.

3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.

3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Human Services. The Volunteer shall comply with the provisions of the Department of Human Services (DHS) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.

4.2 The Volunteer agrees to provide the projected total of Congregate Meals at each Center as specified on Attachment IV for the term of this Agreement.

4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:

(a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
(b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
(c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.

(d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.

4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.

4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at each Center while Project meals are being served.

4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, each of Volunteer's Centers shall notify the City by Wednesdays at 1:00 PM, of the number of meals to be served at the respective Center the following week.

4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.

4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.

4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.

5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.

5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.

5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Volunteer shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board

members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.

6.2 Volunteer shall submit to the Department of Human Services such reports as may be required by AACOG and/or City.

6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.

6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.

7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Prior to the commencement of any work under this Agreement, Volunteer shall furnish copies of an original completed Certificate(s) of Insurance, or letter evidencing self insurance to the City's Human Services Department, which shall be clearly labeled "*Comprehensive Nutrition Project*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Human Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(b) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

(c) A Volunteer's financial integrity is of interest to the City; therefore, subject to Volunteer's right to maintain reasonable deductibles in such amounts as are approved by the City, Volunteer shall obtain and maintain in full force and effect for the duration of this Agreement,

and any extension hereof, at Volunteer's sole expense, insurance coverage, or evidence of self insurance, written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNT
1. Workers' Compensation Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
2. Commercial General (public) a. Premises/Operations b. Independent contractors c. Broad Form Contractual Liability d. Products/completed operations e. Broad Form Property Damage, To include fire legal liability f. Personal Injury in umbrella or excess liability coverage	Liability Insurance to include coverage for the following: For Bodily Injury and and Property Damage of $1,000,000 per occurrence $3,000,000 general aggregate or its equivalent
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence.

(d) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Volunteer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Volunteer shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Human Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

(f) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Volunteer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Volunteer's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(h) Nothing herein contained shall be construed as limiting in any way the extent to which Volunteer may be held responsible for payments of damages to persons or property resulting from Volunteer's or its subcontractors' performance of the work covered under this Agreement.

(i) It is agreed that Volunteer's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

(j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. No Indemnity

(a)

Volunteer and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

X. Amendments

10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Human Services. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.

12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Social Services Manager	_____
Comprehensive Nutrition Project	_____
Senior Services Division	_____
Department of Human Services	_____
115 Plaza de Armas Suite 150	_____
San Antonio, Texas 78205	

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

17.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____

Gloria Hurtado, Director
Department of Human Services

APPROVED AS TO FORM: _____

_____

Assistant City Attorney

VOLUNTEER:

_____

Title

(Name of Volunteer)

(Street Address)

(City, State, Zip Code)

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures
Attachment III – Nutrition Center Sites

Comprehensive Nutrition Project (CNP)
Site Lease Agreement for Non-Governmental Entities

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Human Services, or his designated representative, pursuant to Ordinance No_____, passed and approved on _____ and _____ (hereinafter referred to as "Lessor") acting by and through _____.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions herein after stated, Lessor hereby leases to the Lessee that portion of _____ located at _____ (hereinafter referred to as the "Leased Premises").

2. The term of this Lease Agreement is for the period beginning _____and ending _____. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from _____ a.m. to _____ pm. for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law constitute a nuisance or hazard, or which in the opinion of the Lessor would offend the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by Lessor.

6. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

7. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

8. Lessee shall pay $_____monthly to the authorized representative of Lessor for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Monthly payments are due between the 1st and 15th of each month.

9. Lessor agrees and understands that Lessee has projected costs for this Lease Agreement and Lessee expects to pay all obligations of the Lease Agreement from projected revenue sources, but all obligations of Lessee are subject to annual appropriation by the San Antonio City Council or, if applicable, availability of State of Texas or Federal grant funds, in future years after the City of San Antonio fiscal year ending _____ should this Lease Agreement continue for any additional period or periods beyond such date. If City Council does not appropriate funds for any given year of this Lease Agreement or if grant funds are not received from the State or Federal government, then this Lease Agreement shall automatically terminate without recourse to Lessor.

10. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment.

11. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must first be approved in writing by the Lessor's representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

12. Lessor shall pay for all fees and costs for electricity, gas, water, wastewater, and garbage.

13. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described in writing below. Tables and chairs in the Leased Premises, the kitchen, and all the kitchen equipment.

14. Lessee shall provide and keep in force during the term of this Lease Agreement, liability insurance covering Lessee for liability to the extent permitted by law, for property damage and personal injury in an amount not less than $500,000.00, or be self-insured to the applicable limit.

15. LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of the LESSEE directly or indirectly arising out of, resulting from or related to LESSOR's activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT, all without however, waiving any governmental immunity available to the LESSEE under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF LESSEE, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF LESSEE, UNDER THIS LEASE AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LESSOR shall promptly advise the LESSEE in writing of any claim or demand against the LESSEE or LESSOR known to LESSOR related to or arising out of LESSOR's activities under this LEASE AGREEMENT and shall see to the investigation and defense of such claim or demand at LESSOR's cost. The LESSEE shall have the right, at its option and at its own expense, to participate in such defense without relieving LESSOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this LEASE AGREEMENT, that the INDEMNITY provided for in this section (Section 15), is an INDEMNITY extended by LESSOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the LESSEE from the consequences of the LESSEE's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the LESSEE is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the LESSEE is the sole cause of the resultant injury, death, or damage. LESSOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE LESSEE AND IN THE NAME OF THE LESSEE, any claim or litigation brought against the LESSEE and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during Project Hours. Lessee recognizes that Lessor may utilize the parking lot area for parking during non-Project Hours.

17. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR: _____
_____
_____

LESSEE: Social Services Manager
Comprehensive Nutrition Project
Senior Services Division
Department of Human Services
115 Plaza de Armas Suite 150
San Antonio, Texas 78205

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

18. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

19. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS _____ DAY, OF _____ 2011.

LESSOR:	**LESSEE:**
_____	_____
Authorized Representative Signature	Gloria Hurtado, Director Human Services Department City of San Antonio
_____	
Title	
_____	_____
Date	Date

Attachment VI

STATE OF TEXAS **Contract #_____**

COUNTY OF BEXAR **VENDOR AGREEMENT**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No._____, and the Archdiocese of San Antonio, acting by and through the Archbishop of San Antonio (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Human Services is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Human Services, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at nutrition center sites; NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at nutrition center sites from Monday through Friday, between the hours of 7:00 a.m. to 2:00 pm. (the "Project Hours"). The nutrition center sites are listed in Attachment VI, which is attached hereto and incorporated herein for all purposes as if copied at length, with Project operation by Vendor's participating parishes on-site or off-site. The nutrition center sites are hereinafter individually referred to as "Center" and collectively referred to as "Centers." Wherever in this Agreement reference is made to a Center, Vendor understands and agrees that such reference shall be held and construed to reference each and every Center listed on Attachment VI, unless the context otherwise requires. Additionally, the use of the word "Center" shall be held to include the plural, and the use of the word "Centers" shall be held to include the singular, as the context may require.

1.2 Vendor understands and agrees that the performance obligations of the Vendor under this Agreement are imputed to each participating parish operating a Center (participating parishes are hereinafter individually referred to as "Parish" and collectively referred to as "Parishes") listed on Attachment VI with respect to its Center. Vendor agrees to cause all employees and volunteers of Vendor's Parishes to comply with the terms of, and obligations of Vendor under, this Agreement. Vendor shall provide a fully executed copy of this Agreement to each Parish for the purposes of making each Parish aware of the Parish's performance obligations under this Agreement.

1.3 In consideration, the City shall reimburse Vendor's Parishes on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of $1.74 for Congregate Site Management and $1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.

1.4 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.

1.5 Payment and financial transactions shall be as follows:

(a) Reimbursement to the Vendor's Parishes at the addresses listed on Attachment VI on a fixed unit rate price basis by the City's Department of Human Services shall be made monthly upon receipt of billing from each of the Vendor's Parishes. Vendor's Parishes shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;

(b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

i. The amount of nine cents ($0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor's Parishes for Congregate Site Management.

ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents ($0.09) per fixed unit, then the City shall reimburse Vendor's Parishes the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents ($0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor's Parishes, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.

(c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Human Services.

i. The Vendor's Parishes shall be reimbursed only for those meals served pursuant to this Agreement.

(d) Vendor's Parishes shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project for each Center. Vendor's Parishes shall maintain a Receipts and Disbursements Ledger. Vendor's Parishes shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.

(e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.

(f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor or its Parishes for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements or portions thereof to a particular Parish in cases where it determines that that Parish is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. The City may also withhold reimbursement to all Parishes in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor's Parishes during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor's Parishes shall comply with the provisions of the Department of Human Services (DHS) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

(g) The Vendor's Parishes shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor's Parishes and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.

(h) The costs or earnings of Vendor's Parishes under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

2.1 If the Vendor or one or more of Vendor's Parishes have failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if Vendor or one or more of Vendor's Parishes has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on _____ and shall remain in full force and effect for an initial term of one (1) month. This Agreement shall be automatically extended for successive one (1) month periods on the same terms and conditions expressed herein, or as may be amended, unless terminated pursuant to the terms of this Agreement.

IV. Scope of Work / Project Requirements

4.1 The Vendor shall provide management for the Project at the Centers and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Human Services deems appropriate.

4.1.1 Regarding outreach services, the Vendor agrees that its Parishes_shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor agrees that its Parishes_shall supervise and direct chauffeur services as needed in support of senior transportation.

4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class at each Center.

4.1.3 The Vendor shall be responsible for safety and security at each Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that each Center is clean and hazard free.

4.1.4 The Vendor's Parishes shall coordinate monthly workshops at each Center to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor's Parishes shall provide staff support as needed for a successful

workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.

4.1.5 The Vendor's Parishes shall encourage the formation and continuity of a Center Senior Advisory Council at each Center to solicit input and feedback from congregates on services provided or desired at each Center.

4.1.6 The Vendor's Parishes shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.

4.2 Vendor's Parishes shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.

4.2.1 The Vendor's Parishes shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.

4.3 With regard to the serving of meals:

4.3.1 The Vendor agrees that its Parishes shall provide a projected total of Congregate Meals and a projected total of Homebound Meals per year at each Center as specified on Attachment VI.

4.3.2 Serving: The serving of meals shall conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).

(a) The Vendor's Parishes shall ensure that the meals are served within the prescribed time frames daily.

(b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.

(c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.

(d) The Vendor's Parishes shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor's Parishes with health codes, menu, and portion control.

4.3.3 The Vendor's Parishes shall be operational for a minimum of four (4) hours, from 9:00 a.m. to 1:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals shall be served to the participants as per Part IV of this Agreement no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days shall be scheduled by the Parishes for the Centers for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor's Parishes shall close a Center no more than once per quarter, excluding City holidays.

4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available at each Center during operational hours.

4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, Vendor's Parishes shall notify the Project Office by Wednesday at 1:00 PM, of the number of meals to be served at their site the following week.

4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected by Vendor's Parishes from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor's Parishes shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor's Parishes shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.

4.3.7 The Vendor shall allow the City to post a sign at Vendor's Centers, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.

4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.

4.3.9 Vendor agrees that its Parishes shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:

- Hot Foods: 140 degrees Fahrenheit or higher
- Cold Foods: 41 degrees Fahrenheit or lower

4.3.10 Vendor agrees that its Parishes shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

4.4 Vendor agrees that its Parishes shall to transport the seniors in the Project to and from the Centers during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor agrees that its Parishes shall:

4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.

4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.

4.4.3 Assure that the operator of each vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.

4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).

4.4.5 Honor special transportation requests from disabled participants who require special assistance.

4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

5.1 Vendor and its Parishes shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.

5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it and its Parishes shall, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.

5.3 The Vendor agrees that it and its Parishes shall administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.

5.4 The Vendor agrees that it and its Parishes shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor and its Parishes shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.

5.5 The Vendor and its Parishes providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

5.6 Vendor and its Parishes shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Vendor agrees that it and its Parishes shall abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it and its Parishes will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(a) Title VII of the Civil Rights Act of 1964, as amended;
(b) Section 504 of the Rehabilitation Act of 1973, as amended;
(c) The Age Discrimination Act of 1975, as amended;
(d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(e) Fair Labor Standards Act of 1938, as amended;
(f) Equal Pay Act of 1963, P.L. 88-38; and
(g) All applicable regulations implementing the above laws.

Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.6.1 The Vendor agrees that it and its Parishes shall not hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.

5.7 The Vendor certifies that it and its Parishes shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.

5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with *Alamo Area Council of Governments and/or City of San Antonio* rules and regulations, shall have the final authority to render or secure an interpretation.

5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:

(a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.

(b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between $25,000 to $200,000 or for contracts over $200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development, including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in $1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

(c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor agrees that it and its Parishes shall comply with the following:

(a) Local Government Records Act of 1989 and the official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
(b) Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

(a) worker's compensation;
(b) unemployment insurance;
(c) timely deposits of payroll deductions;
(d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(e) Occupational Safety and Health Act regulations; and
(f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.13 Vendor agrees to comply with applicable accessibility requirements for facilities under the American with Disabilities Act P.L. 101-336, enacted July 26, 1990, as amended and all regulations thereunder.

VI. Reporting Requirements

6.1 The Department of Human Services is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Human Services, the Vendor and its Parishes shall furnish to the Department of Human Services and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

6.2 The Vendor and its Parishes shall submit to the Department of Human Services such reports as may be required by **AACOG and/or City.**

6.3 Vendor agrees that it and its Parishes shall maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor and its Parishes shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor and its Parishes shall give the Director of the Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor and its Parishes shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.

6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor or one of its Parishes receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor or the Parish receiving the inquiry shall within forty-eight (48) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor or the Parish receiving the inquiry shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor or the Parish's receipt of such request.

6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.

6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it and its Parishes shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.

6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees that it and its Parishes shall submit to such monitoring and evaluation.

6.8 The Vendor agrees that it and its Parishes shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.

7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this

Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.

7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.

7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.

7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.

7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.

7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

8.1 Vendor agrees to comply with the following insurance provisions:

(a) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Human Services Department, which shall be clearly labeled "*Comprehensive Nutrition Project*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Human Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(b) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

(c) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain

reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNT
1. Workers' Compensation Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
2. Commercial General (public) a. Premises/Operations b. Independent contractors c. Broad Form Contractual Liability d Products/completed operations e. Broad Form Property Damage, To include fire legal liability f. Personal Injury	Liability Insurance to include coverage for the following: For Bodily Injury and and Property Damage of $1,000,000 per occurrence $3,000,000 general aggregate or its equivalent in umbrella or excess liability coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	 Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence.

(d) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Human Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

(e) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(f) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(g) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

(h) It is agreed that Vendor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

(i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, directly or indirectly arising out of, resulting from or related to VENDOR's activities under this AGREEMENT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VENDOR shall promptly advise the CITY in writing of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT

X. Legal Requirements

10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

11.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Vendor and evidenced by passage of a subsequent City ordinance, as to City's approval.

XII. Subcontracting and Assignment

12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Human Services.

XIII. Independent Contractor

13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Department of Human Services
115 Plaza de Armas Suite 150
San Antonio, Texas 78205

VENDOR:
Archdiocese of San Antonio
2718 W. Woodlawn Avenue
San Antonio, Texas 78228-5124

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Managers are Food Manager Certified as required under state and local law within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and Center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor's Parishes shall refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

21.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____
Gloria Hurtado, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:

_____
Oscar. Cantu, DD Apostolic Administrator
and Successors in Office, By
Reverend Martin J. Leopold
Attorney in Fact

Archidiocese of San Antonio
(Name of Vendor)

2718 W. Woodlawn Avenue
(Street Address)

San Antonio, TX 78228-5124
(City, State, Zip Code)

ATTACHMENTS:

Attachment I-Project Roster
Attachment II-Cash Handling Procedures
Attachment III- Nutrition Service Requirements
Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment V- AACOG Policies and Procedures
Attachment VI- Nutrition Center Sites

Attachment VII

Comprehensive Nutrition Program

October 1, 2011 - September 30, 2012

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT POSITIONS	ADDED / DELETED	REVISED POSITIONS
138000001027/138000001028 PROJECT ADMINISTRATION				
SENIOR MANAGEMENT ANALYST	0999	2	0	2
GRANTS MANAGEMENT OFFICER	0844	1	0	1
ACCOUNTANT II	0874	1	0	1
COMMUNITY SERVICES SUPERVISOR	2054	5	0	5
ADMINISTRATIVE ASSISTANT II	0041	1	0	1
ADMINISTRATIVE ASSISTANT I	0040	1	0	1
ADMINISTRATIVE ASSOCIATE	2063	3	0	3
ADMINISTRATIVE ASSOCIATE (PT)	2063	2	0	2
NUTRITIONIST	0286	1	0	1
COMMUNITY SERVICES SPECIALIST	2062	2	0	2
NUTRITION SITE SUPERVISOR (PT)	0984	13	0	13
CHAUFFER (PT)	0907	14	0	14
MAINTENANCE WORKER (PT)	7579	3	0	3
PROGRAM COUNSELOR	0914	1	0	1
TOTAL POSITIONS FOR 138000001027/1028		**50**	**0**	**50**