

AN ORDINANCE

2011-05-12-0381

AUTHORIZING AN AGREEMENT WITH METROPOLITAN AUSTIN INTERACTIVE NETWORK (MAIN) PROVIDING OVER 175 COMPUTERS FOR CLIENT USE AT THE CITY'S LITERACY CENTERS AND OTHER CITY-OWNED FACILITIES, TO INCLUDE CAFÉ COLLEGE, FOR A PERIOD ENDING AUGUST 31, 2013.

* * * * *

WHEREAS, the American Recovery and Reinvestment Act of 2009 created the Broadband Technology Opportunities Program (BTOP) and placed it under the management of the National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce; and

WHEREAS, Congress established several objectives for BTOP grants, including: (i) provide improved access to broadband service to consumers residing in underserved areas of the country; (ii) provide broadband access, education, awareness, training, equipment, and support to community anchor institutions and agencies serving vulnerable populations; and (iii) stimulate the demand for access to and use of broadband economic growth, and job creation; and

WHEREAS, established in 1993, MAIN is a 501(c)3 nonprofit entity and the state's oldest and largest continually-operating community technology network providing free Internet access to Central Texas – MAIN's backbone network currently hosts 1,400 nonprofit organizations; and

WHEREAS, MAIN is one of three partners that comprise the Texas Connect Coalition (TxC2), the recipient of a \$9,588,279 BTOP grant which is intended to fund a plan to provide computer access, technical support, digital literacy, workforce development, and other services to low-income and vulnerable populations throughout Texas, including San Antonio; and

WHEREAS, the City through its Department of Community Initiatives, Community Family Resource and Learning Centers Division (CFRLC) provides training and educational services to the greater-San Antonio community; and

WHEREAS, the CFRLC provides educational services to adults, which are made possible through an extensive collaboration with Region 20 Educational Service Center, San Antonio Independent School District, North East Independent School District, and a variety of community resources; and

WHEREAS, the CFRLC offers training and related services to enable individuals to enhance their ability to read, write, and converse in English; solve problems at levels of proficiency necessary to function on the job and in society; achieve individual educational goals; develop personal knowledge and academic potential; and attend classes in computer literacy and financial literacy; and

WHEREAS, MAIN will serve as a technology partner in working with the City to deploy over 175 free personal computers (PCs) and provide other technical services at designated CFRLC locations and other City facilities, including Café College; and

WHEREAS, the City and MAIN agree to enter into a participation agreement in order for the City to take custody of the PCs, advance the mission of the CFRLC, and promote the objectives of the TXC2 project in accordance with BTOP regulations promulgated by NTIA; **NOW THEREFORE:**

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

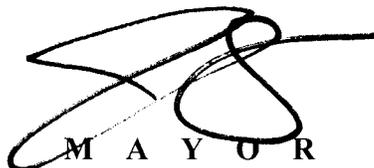
SECTION 1. The Agreement between the City of San Antonio and Metropolitan Austin Interactive Network for Participation in BTOP Project (“Participation Agreement”) is hereby approved. A copy of the Participation Agreement in substantially its final form is attached hereto and made a part of this Ordinance as Exhibit “A.” A copy of the fully executed Participation Agreement will be attached to this Ordinance and will replace Exhibit “A.”

SECTION 2. The City Manager or the Director of the Department of Community Initiatives is hereby authorized to execute the Participation Agreement and any other documents necessary to fulfill the purpose and intent of this Ordinance.

SECTION 3. Following execution of the Participation Agreement, the Department of Community Initiatives is authorized to take custody of the PCs and any other related technology deployed by MAIN, and cooperate fully with MAIN to promote the local success of the TXC2 project funded through a BTOP grant.

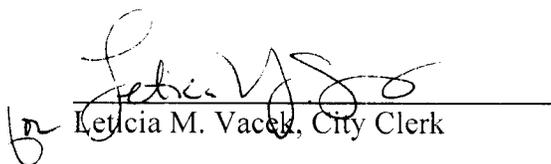
SECTION 4. This Ordinance shall become effective immediately upon the unanimous vote of the City Council or within ten days following approval by majority vote.

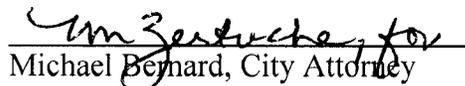
PASSED AND APPROVED, this 12 day of May 2011.


M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:

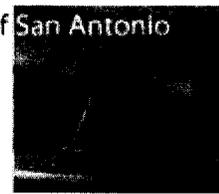

Leticia M. Vaccaro, City Clerk


Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 20

Name:	6, 9, 10, 11, 12, 16, 17, 20, 21, 23A, 23B, 24, 26A, 26B, 27, 28, 29, 30						
Date:	05/12/2011						
Time:	10:52:02 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with Metropolitan Austin Interactive Network (MAIN) providing over 175 computers for client use at the City's Literacy Centers and other City-owned facilities, to include Cafe College, for a period ending August 31, 2013. [Peter Zanoni, Assistant City Manager; Gloria Hurtado, Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

EXHIBIT “A”

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
METROPOLITAN AUSTIN INTERACTIVE NETWORK
FOR PARTICIPATION IN BTOP PROJECT**

WHEREAS, the Texas Connect Coalition (TXC2) is a partnership of the three most established 501(c)3 nonprofit public access organizations in the State of Texas: (1) Metropolitan Austin Interactive Network (MAIN); (2) Austin Free-Net (AFN); and (3) Technology For All (TFA); and

WHEREAS, established in 1993, MAIN is Texas' oldest and largest continually-operating community technology network in the state providing free Internet access to Central Texas – MAIN's backbone network currently hosts 1,400 nonprofit organizations; and

WHEREAS, AFN is a technology pioneer that has been providing innovative free broadband access and training for Austin residents since 1995; and

WHEREAS, since 1997, TFA has focused on empowering low-income and under-served communities by providing access to technology and has successfully assisted in the creation of over 180 community technology centers in collaboration with community-based organizations across the Houston area; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 created the Broadband Technology Opportunities Program (BTOP) and placed it under the management of the National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce; and

WHEREAS, Congress established several objectives for BTOP including the following goals which will be addressed by this Agreement:

- To provide improved access to broadband service to consumers residing in underserved areas of the country;
- To provide broadband access, education, awareness, training, equipment, and support to community anchor institutions and agencies serving vulnerable populations, such as the low income, unemployed and aged; and
- To stimulate the demand for access to and use of broadband economic growth, and job creation; and

WHEREAS, the TXC2 project is the recipient of a \$9,588,279 BTOP grant which is intended to fund a plan to provide computer access, technical support, digital literacy, workforce development, and other services to low-income and vulnerable populations via more than 60 centers across southwest Texas, Houston, Austin, San Antonio, Duval County, and small rural communities in the Texas Brazos Valley; and

WHEREAS, TFA is the grantee and fiscal agent for the TXC2 project under BTOP Grant No. 48-42-B10557, while MAIN and AFN are subgrantees; and

WHEREAS, the TXC2 project is designed to meet the following objectives:

- Deploy approximately 500 new workstations and upgrade up to 780 more computers in approximately 70 computer centers – eight of which will be entirely new;
- Increase public access to computer centers by up to 530 hours per week and accommodate an estimated 17,000 additional weekly users; and
- Train as many as 6,000 residents with up to 73,000 hours of teacher-led training annually over the 27 month life of the grant; and

WHEREAS, the City of San Antonio (CITY), through its Department of Community Initiatives, Community Family Resource and Learning Centers Division (CFRLC) provides training and educational services to the greater-San Antonio community; and

WHEREAS, the CFRLC provides educational services to adults, which are made possible through an extensive collaboration with Region 20 Educational Service Center, San Antonio Independent School District, North East Independent School District, and a variety of community resources; and

WHEREAS, the CFRLC offers training and related services to enable individuals to enhance their ability to read, write, and converse in English; solve problems at levels of proficiency necessary to function on the job and in society; achieve individual educational goals; develop personal knowledge and academic potential; and attend classes in computer literacy and financial literacy; and

WHEREAS, MAIN will serve as Technology Partner in working with the CITY to deploy computer technology and services at designated CFRLC locations; and

WHEREAS, MAIN and the CITY agree to enter into this Agreement in order to advance the mission of the CFRLC and promote the objectives of the TXC2 project in accordance with BTOP regulations promulgated by NTIA.

ACCORDINGLY, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 The term of this Agreement shall be from the latest date signed by the Parties to August 31, 2013, unless terminated as provided in Article III of this Agreement.

II. DUTIES

2.1 Duties of MAIN:

MAIN agrees to provide the CITY the following resources and services:

- (a) Up to 176 new personal computers (PCs), some of which may be laptop computers, for broadband public access and training stations at eligible locations. All PCs will include a maintenance warranty. The PCs used for training purposes will include a software suite and applicable licenses.
- (b) Wi-Fi wireless networks may be installed at one or more eligible locations as agreed to by the Parties;
- (c) The Parties may agree to add eligible locations provided the number of PCs does not exceed 176 and BTOP approval of new site(s) is granted;
- (d) The models and specifications, including network standards, of PCs provided will meet mutually agreed standards and specifications;
- (e) May provide program services, including on-line educational resources, train-the-trainer support services, and other agreed support services;
- (f) Communicate with CITY staff on a regular basis and respond to any issues that may arise during the term of this Agreement; and
- (g) The estimated minimum value of the PCs and other services provided to the CITY under this agreement is \$_____.

2.2 Duties of CITY:

- (a) CITY agrees to provide MAIN with the following services:
- (b) Participate in the TXC2 project;
- (c) Work diligently to provide a welcoming, well-equipped, and well-staffed community resource for public Internet access and adult educational training at eligible locations;
- (d) Install the PCs made available by MAIN and incorporate them into the work station networking configuration for public access;
- (e) Provide maintenance of PCs and other work station equipment;
- (f) Provide all wiring, conduit, rack space, routing equipment, broadband connections, and Internet access;
- (g) Collaborate with MAIN to provide a robust public education program and training for adults;

(h) Provide monthly reports to MAIN of Internet access usage, number of people trained, and other information required by under BTOP regulations; and

(i) Communicate with MAIN on a regular basis and respond to any issues that may arise during the term of this Agreement.

III. POINTS OF AGREEMENT

3.1 EQUIPMENT. All PCs and other equipment made available by MAIN at the eligible locations pursuant to this Agreement is the property of the federal government and will remain at the specified location for the term of the Agreement. This equipment is intended solely for public use, and is to be made available to the public on a regular and frequent basis. Under no circumstances may the equipment be used for CITY administrative purposes. At the expiration of the Agreement term, MAIN will facilitate the transfer of ownership of the PCs and other equipment to the CITY, pursuant to federal regulations, guidelines and approval. In the event of an early termination, the PCs and any related equipment will be returned to MAIN. All equipment provided by CITY will remain the property of the CITY.

3.2 REPORTING REQUIREMENTS. At the beginning of each month, MAIN will email to the authorized representative of the CITY a request for statistical information concerning public use and educational training at the eligible locations. The CITY will provide a response by the fifth business day of the following month using the reporting format attached as Exhibit B.

3.3 PUBLIC RELATIONS. MAIN and CITY agree to recognize each other's contributions in media coverage, if any, of the enhancement to the public computer centers. Signage at the eligible locations will identify the location as a BTOP public computer center and include appropriate logos for TXC2 and/or its agent and subagents.

3.4 LIMITATIONS ON LIABILITY. In connection with this Agreement, neither MAIN, the TXC2 grantee and fiscal agent, any subagent, nor their respective affiliates, officers, directors, employees, contractors, suppliers, attorneys or volunteers will be liable for any direct or indirect damages incurred by CITY, including without limitation, lost revenue, lost savings, or any incidental, special, or other economic consequential damages.

3.5 ELIGIBLE LOCATIONS. MAIN and CITY agree that the CFRLC locations listed on Exhibit A will be eligible locations subject to technology upgrade by MAIN and will be considered public computer centers as part of the TXC2 project. Nevertheless, the parties reserve the right to expand or diminish this list as appropriate to maximize benefits to the community within the limits of available resources.

3.6 DAMAGE OR THEFT OF EQUIPMENT. As part of the installation process, MAIN and CITY will conduct an inventory of installed equipment. The equipment installed at CITY facilities will be subject to the same security measures and fire prevention devices in place at those facilities in order to protect the equipment from vandalism, damage or theft. CITY will be liable for any damage or theft of the equipment beyond customary wear and tear from ordinary usage by the public.

IV. TERMINATION

4.1 This Agreement shall terminate upon expiration of the Agreement term or earlier pursuant to any of the provisions hereof.

4.2 **TERMINATION BY NOTICE:** The Agreement may be terminated by either Party upon written notice to other Party provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days from the date such notice is received.

4.3 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

V. VENUE

5.1 This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

VI. INDEPENDENT CONTRACTOR

6.1 It is expressly understood and agreed that MAIN is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

6.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

6.3 Any and all of the employees of MAIN, wherever located, while engaged in the performance of any duties under this Agreement shall be considered employees of MAIN only, and not of the CITY.

VII. AMENDMENT

7.1 This Agreement, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

7.2 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both CITY and MAIN.

7.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment

hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. MAIN expressly agrees to comply with all applicable federal, state, and local laws.

VIII. ASSIGNMENT OR TRANSFER OR INTEREST

8.1 This Agreement may not be assigned, transferred, or conveyed by the CITY, by operation of law, through a transfer of assets in the CITY or otherwise, without the prior written consent of MAIN, which consent may be withheld in MAIN's sole discretion.

IX. NOTICES

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

CITY

City of San Antonio
Attn: Director, Community Initiatives
P.O. Box 839966
San Antonio, Texas 78283-3966

MAIN

MAIN
Attn: Gene Crick
P.O. Box 328
Bastrop, Texas 78602

Notice 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 such change.

X. CONFIDENTIALITY

10.1 City and MAIN hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement in accordance with all Local, State, and Federal laws.

XI. SEVERABILITY

11.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never contained herein; it is also the intention of the parties hereto that in lieu of each provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible, legal, valid and enforceable.

XII. TEXAS LAW TO APPLY

12.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas.

XIII. CAPTIONS

13.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Agreement.

XIV. COMPLIANCE WITH LAWS AND REGULATIONS

14.1 All of the work performed under this Agreement by the participants 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 OF SAN ANTONIO and the County of Bexar.

XV. ENTIRE AGREEMENT

15.1 This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

EXECUTED on the _____ day of May, 2011.

CITY OF SAN ANTONIO:

MAIN:

Gloria Hurtado, Director
Department of Community Initiatives
City of San Antonio

Gene Crick
Metropolitan Austin Interactive Network
Bastrop, Texas

Approved As To Form:

City Attorney

Exhibit A – List of Eligible Locations

Veronica O. Collazo, Ph.D
 Social Services Manager 1226 N.W. 18th
 San Antonio, TX 78207
 (210)207-1713
 (210) 207-7227
 Fax (210) 207-1715

EDUCATION SERVICES

Community Family Resource Learning Centers

Holiday Schedule

Location	Hours	Classes Offered Call for class schedule
 <p>◇ Fr. Albert Benavides 515 Castroville Rd. San Antonio, TX 78237 (210) 435-2352</p>	<p>Monday - Thursday: 7:45 a.m. to 9:00 p.m.</p> <p>Friday: 7:45 a.m. to 4:30 p.m.</p> <p>Saturday: 7:45 a.m. to 4:30 p.m.</p>	<p>G.E.D English as a Second Language Computer Literacy Training</p>
 <p>◇ Columbia Heights 1502 Fitch St. San Antonio, TX 78211 (210) 977-8464 or 210) 977-8468</p>	<p>Monday - Thursday: 7:45 a.m. to 9:00 p.m.</p> <p>Friday: 7:45 a.m. to 4:30 p.m.</p> <p>Saturday: 7:45 a.m. to 4:30 p.m.</p>	<p>G.E.D English as a Second Language English Literacy/Civics Computer Literacy Training</p>
 <p>◇ St. Mary's 3141 Culebra Rd.</p>	<p>Monday - Thursday: 7:45 a.m. to 9:00 p.m.</p> <p>Friday: 7:45 a.m. to 4:30 p.m.</p> <p>Saturday: 7:45 a.m. to 4:30 p.m.</p>	<p>G.E.D G.E.D (Español) English as a Second Language English Literacy/Civics Citizenship Computer Literacy Training</p>

San Antonio, TX 78228
(210) 436-7633



◇
Willie C. Velasquez
1302 N. Zarzamora St.
San Antonio, TX 78207
(210) 733-9355 or (210) 733-0101

Monday - Thursday:
7:45 a.m. to 9:00 p.m.

Friday:
7:45 a.m. to 4:30 p.m.

Saturday:
7:45 a.m. to 4:30 p.m.

G.E.D
G.E.D (Español)
English as a Second
Language
English Literacy/Civics
Citizenship
Computer Literacy
Training



◇
Col. Victor J. Ferrari
107 W. Rampart
San Antonio, TX 78216
(210) 207-7650

Monday - Thursday:
7:45 a.m. to 9:00 p.m.

Friday:
7:45 a.m. to 4:30 p.m.

Saturday:
7:45 a.m. to 4:30 p.m.

G.E.D
G.E.D (Español)
English as a Second
Language
English Literacy/Civics
Citizenship
Computer Literacy
Training



◇
Bob & Jeanne Billa
1033 Ada Street
San Antonio, TX 78223
(210) 534-9905

Monday - Thursday:
7:45 a.m. to 9:00 p.m.

Friday:
7:45 a.m. to 4:30 p.m.

Saturday:
7:45 a.m. to 4:30 p.m.

G.E.D
English as a Second
Language
English Literacy/Civics
Citizenship
Computer Literacy
Training



Monday - Thursday:
7:45 a.m. to 9:00 p.m.

Friday:
7:45 a.m. to 4:30 p.m.

G.E.D
G.E.D (Español)
English as a Second
Language
English Literacy/Civics
Citizenship



Margarita R. Huantes
1411 Guadalupe Street
San Antonio, TX 78207
(210) 207-0174

Saturday:
7:45 a.m. to 4:30 p.m.

Computer Literacy
Training

Café College
[131 El Paso St](#)
San Antonio, TX 78204
(210) 207-4528

