KD/vv
05/07/15
Item #23

AN ORDINANCE 2015-05-07-0376

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF TEXAS AT SAN ANTONIO THROUGH JANUARY 31, 2016 FOR A TOTAL AMOUNT NOT TO EXCEED $27,067.00 FOR THE PURPOSE OF CONDUCTING A COMMUNITY NEEDS ASSESSMENT.

* * * * *

WHEREAS, the City of San Antonio Department of Human Services (DHS) is the recipient of the federal Community Services Block Grant (CSBG) and the Head Start grants for San Antonio and Bexar County; and

WHEREAS, as part of federal and state grant requirements, CSBG grantees must submit a comprehensive community needs assessment to the Texas Department of Housing and Community Affairs by June 30, 2015, and Head Start grantees must submit an annual community assessment to the U.S. Department of Health and Human Services Office of Head Start; and

WHEREAS, the assessments are used for the purposes of measuring CSBG program results and to better conduct Head Start program planning and connect children and families to needed services; and

WHEREAS, over the last five years, DHS has successfully collaborated with the University of Texas at San Antonio Institute for Demographic and Socioeconomic Research (IDSER) for community needs assessments specific to the Head Start Program, and desires to also use IDSER for the CSBG Program; **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 (DHS) or her designee, is authorized to execute an Interlocal Agreement with the University of Texas at San Antonio through January 31, 2016, for a total amount not to exceed $27,067.00 for the purpose of conducting a Community Needs Assessment for the Head Start and Community Services Block Grant (CSBG) programs. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Fund 2606038011 entitled "CSBG 2015" and Internal Orders 138000001289 and 138000001290 are hereby designated for use in the accounting for the fiscal transaction in the execution of this agreement. A formal final budget will be submitted by the department upon approval of this ordinance.

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SECTION 3. The financial 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 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 7th day of May, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**23**
Date:	05/07/2015
Time:	10:02:05 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of an Interlocal Agreement with the University of Texas San Antonio, through January 31, 2016, for a total amount not to exceed $27,067.00 for the purpose of conducting a Community Needs Assessment to be used for the Head Start and Community Services Block Grant programs. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor				x		
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Contract #_____

DEPARTMENT OF HUMAN SERVICES

INTERLOCAL AGREEMENT
WITH
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
FOR COMMUNITY ASSESSMENT SERVICES

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (hereinafter referred to as "CITY"), acting by and through its Director of the Department of Human Services and the University of Texas at San Antonio (hereinafter referred to as "UNIVERSITY") an academic component of the University of Texas System and an agency of the State of Texas. Both CITY and UNIVERSITY may be collectively referred to as the "Parties." This CONTRACT is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq*.

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 This CONTRACT shall commence on April 1, 2015 and shall terminate on January 31, 2016 unless earlier termination shall occur pursuant to any provision hereof.

II. SCOPE OF SERVICES

2.1 The UNIVERSITY agrees to provide all services in compliance with the Statement of Work attached hereto as Attachment "A" in a manner reasonably satisfactory to the Director of the Department of Human Services (hereinafter referred to as "Director"), under the direction of UNIVERSITY's employee, Lloyd Potter, Ph.D., (hereinafter referred to as the "Project Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should UNIVERSITY's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

III. COMPENSATION TO UNIVERSITY

3.1 In consideration of UNIVERSITY's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay UNIVERSITY an amount not to exceed **$27,067.00** as total compensation, to be paid to UNIVERSITY in the amounts per deliverable listed in Attachment A.

3.1.1 The funding level of this Contract is based on an allocation from the following funding sources:

$10,827.00 Head Start Grant, CFDA # 93.600
$16,240.00 Community Service Block Grant, CFDA # 93.569

3.2 Beginning thirty (30) days after the execution date of the CONTRACT, UNIVERSITY may submit invoices to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted, not more than monthly, to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

3.3 The Parties hereby agree that all compensable expenses of UNIVERSITY have been provided for in the total payment to UNIVERSITY as specified in section 3.1 above. No additional fees or expenses of UNIVERSITY

shall be charged by UNIVERSITY nor be payable by CITY, without prior approval and written agreement of the Parties.

3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than UNIVERSITY, including any subcontractors, for payment of any monies for provision of any goods or services.

3.6 This CONTRACT is partially or wholly grant funded. If reduced funds are awarded to the CITY by any grantor, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY. Written notice of such adjustments shall be promptly delivered to UNIVERSITY. CITY shall remain responsible for payment to UNIVERSITY for any and all work performed prior to receipt of such notice.

IV. INDEPENDENT CONTRACTOR

4.1 UNIVERSITY understands and agrees that UNIVERSITY is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY, and that UNIVERSITY is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. 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. UNIVERSITY understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the UNIVERSITY under this CONTRACT. Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

V. CONFIDENTIALITY

5.1 No reports, information, designs, data or any other documentation developed by, given to, prepared by, or assembled by UNIVERSITY under this CONTRACT shall be disclosed or made available to any individual or organization by UNIVERSITY without the express prior written approval of CITY. In the event UNIVERSITY receives a request to disclose or produce documents, UNIVERSITY shall inform the CITY promptly for the purpose of receiving direction regarding the manner of processing.

5.2 UNIVERSITY shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that UNIVERSITY may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Under Texas 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. The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium,

or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

6.2 UNIVERSITY and CITY agree that any results, information, or data associated with work performed pursuant to the Project shall be and remain the sole and exclusive proprietary property of UNIVERSITY. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in the UNIVERSITY. Subject to confidential treatment by CITY of UNIVERSITY Confidential Information that may be disclosed thereunder, UNIVERSITY grants CITY a permanent and perpetual, fully paid-up, non-exclusive license under UNIVERSITY's copyrights to reproduce, publish, use, and to make derivative works, from any written report prepared by UNIVERSITY for CITY in accordance with this CONTRACT. The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. UNIVERSITY and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require UNIVERSITY to transfer any ownership interest in UNIVERSITY's best practice and benchmarking information to the CITY. UNIVERSITY understands and agrees that UNIVERSITY's rights are subject to that of the U.S. Department of Health and Human Services and the federal government and that UNIVERSITY must comply with 45 C.F.R. 74.36 and other federal regulations with regard to intellectual property developed pursuant to this CONTRACT.

6.3 Notwithstanding any other terms in this CONTRACT, UNIVERSITY or Project Director, or other faculty, staff, and students of UNIVERSITY, shall have the right to publish any results, information, or data associated with work performed in accordance with Attachment A, and to assert copyright or proprietary claims to any results, information, studies, or reports using data related to such work, if such results, information, studies or reports were not included in the work to be delivered to the CITY hereunder.

VII. RIGHT OF REVIEW AND AUDIT; RECORDS RETENTION

7.1 UNIVERSITY and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY, at all reasonable times and as often as CITY may deem necessary during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.

7.2 If UNIVERSITY receives inquiries regarding documents within its possession pursuant to this CONTRACT, UNIVERSITY shall (a) within twenty-four (24) hours of receiving the requests forward such requests to City for notification purposes and to afford the CITY the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or Federal law, the UNIVERSITY shall submit to CITY the list of specific statutory authority mandating confidentiality no later than two (2) business days of UNIVERSITY's receipt of such request.

7.3 UNIVERSITY shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or or dispute arising from, involving or concerning this documentation or the services provided hereunder, UNIVERSITY shall retain the records until the resolution of such litigation or dispute. UNIVERSITY acknowledges and agrees that CITY shall have access to any and all such documents at any and all reasonable times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require UNIVERSITY to return the documents to CITY at UNIVERSITY's expense prior to or at the conclusion of the retention period. In such event, UNIVERSITY may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

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

IX. COMPLIANCE

9.1 This CONTRACT is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA # 93.600) and the Community Services Block grant (CFDA # 93.569). UNIVERSITY shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the UNIVERSITY to suspension of payments, termination of CONTRACT, and debarment and suspension actions. 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 CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.

9.2 UNIVERSITY 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.

9.3 As a party to this CONTRACT, UNIVERSITY understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, UNIVERSITY certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

a. Titles VI and 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; and
e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City's Ethics Code, from having a financial interest in any CONTRACT with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

10.2 UNIVERSITY represents and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. UNIVERSITY further represents and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. INSURANCE

11.1 UNIVERSITY and the CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

11.2 With respect to UNIVERSITY, it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state government under this chapter is limited to money damages in a maximum amount of $250,000.00 for each person and $500,000.00 for each single occurrence for bodily injury or death and $100,000.00 for each single occurrence for injury to or destruction of property. Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

XII. INDEMNITY

12.1 **UNIVERSITY 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. UNIVERSITY and City shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.**

XIII. RESERVED

XIV. TERMINATION

14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

14.2 TERMINATION BY NOTICE: The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party.

14.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate as of the end of such ten (10) day period.

14.4 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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

14.5 NON-APPROPRIATION: In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the UNIVERSITY written notice stating that the City of San Antonio failed to appropriate funds.

14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT UNIVERSITY shall cease all operations of work being performed by UNIVERSITY or any of its approved subcontractors pursuant to this CONTRACT, except as provided herein after. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the UNIVERSITY to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by UNIVERSITY in accordance with Article VII, Right of Review and Audit; Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the UNIVERSITY's sole cost and expense.

14.7 Within sixty (60) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the UNIVERSITY shall submit to the CITY, its final claim, in detail and marked "Final Invoice," for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. The CITY shall pay UNIVERSITY in accordance with the provisions of Article III of this CONTRACT. Failure by UNIVERSITY to submit its claims within said sixty (60) days shall negate any liability on the part of CITY and constitute a waiver by UNIVERSITY of any and all right or claims to collect funds that UNIVERSITY may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.

14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the UNIVERSITY's books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the UNIVERSITY shall pay the CITY any amount shown by said audit to be owed the CITY.

14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue UNIVERSITY for any default hereunder or other action.

XV. AMENDMENT

15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and UNIVERSITY and dated subsequent to the date hereof.

15.2 The parties may amend this CONTRACT in accordance with this Article, including the Scope of Work in Attachment A, without the necessity of returning to City Council for approval, so long as the total dollar amount of this CONTRACT set forth in section 3.1 remains the same.

15.2 It is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or UNIVERSITY at the respective address set forth below or to any other address of which written notice of change is given:

CITY	UNIVERSITY
City of San Antonio Attn: Director Department of Human Services 106 St. Mary's Street, 7th Floor San Antonio, Texas 78205	The University of Texas at San Antonio Office of Sponsored Project Administration Attn: Can (John) Saygin, Ph.D. One UTSA Circle San Antonio, Texas 78249 With copy to: The University of Texas at San Antonio Attn: Lloyd Potter, Ph.D, M.P.H.Associate Dean for Research Director, Institute for Demographic and Socioeconomic Research College of Public Policy 501 W. Cesar E. Chavez Blvd. San Antonio, TX 79207

XVII. LEGAL AUTHORITY

17.1 UNIVERSITY represents and certifies that the person signing on behalf of UNIVERSITY is fully authorized to execute this CONTRACT on behalf of UNIVERSITY and has authority to bind UNIVERSITY to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 None of the work covered by this CONTRACT shall be sub-contracted without the prior written consent of the CITY and, if necessary, appropriate amendment to this CONTRACT consistent with the requirements herein. The violation of this provision by UNIVERSITY shall not release UNIVERSITY from any obligation under the terms of this CONTRACT, nor shall it relieve or release UNIVERSITY from the payment of any damages to CITY which CITY sustains as a result of such violation

18.2 UNIVERSITY shall not assign or transfer UNIVERSITY's interest in this CONTRACT or any portion hereof without the written consent of the CITY, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XIX. SUCCESSORS AND ASSIGNS

19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, UNIVERSITY may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XX. NON-WAIVER

20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Parties. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. VENUE AND GOVERNING LAW

21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN

ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.

21.2 CITY acknowledges that UNIVERSITY is a state agency and institution of higher education established under Texas law and governed by the Board of Regents of The University of Texas System. Therefore, notwithstanding anything in this CONTRACT to the contrary, UNIVERSITY agrees to comply with state and federal laws as described herein only to the extent such laws apply to UNIVERSITY and UNIVERSITY agrees to comply with CITY laws and policies only to the extent such laws and policies do not conflict with federal or state laws or policies applicable to UNIVERSITY. Additionally CITY and UNIVERSITY agree that, notwithstanding anything in this CONTRACT to the contrary, (a) nothing in this CONTRACT shall preclude, waive or limit any claim of either party or the State of Texas or either party's or the State's right to seek redress in the courts. (b) neither UNIVERSITY's nor CITY'S failure to act in accordance with any provision of this CONTRACT shall preclude, waive or limit any claim of either party or the State of Texas or either party's or the State's right to seek redress in the courts, and (c) neither the execution of this CONTRACT by the parties nor any other conduct, action or inaction of any representative of either party relating to this CONTRACT constitutes or is intended to constitute a waiver of the parties' or the State's sovereign immunity to suit.

XXII. SEVERABILITY

22.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

XXIII. ENTIRE AGREEMENT

23.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, and contains all of the terms and conditions agreed upon, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV.

EXECUTED as of the date of the last party to sign below, the ____day of _____, _____.

CITY	**UNIVERSITY**
City of San Antonio, Texas	**University of Texas at San Antonio**
_____	_____
Melody Woosley, Director Department of Human Services	Can Saygin, Ph.D. Assistant Vice President for Sponsored Research Administration
_____ Date	4/30/2015 Date

APPROVED AS TO FORM:

_____
Assistant City Attorney

PSC
SS rev. 01-04-12

Attachment A

Statement of Work

This Scope of Work outlines services provided to Head Start and various programs falling under the Community Services Block Grant.

For CSBG, the University Agrees to abide by the following provisions and provide the following services:

1. **Developing the Community Needs Assessment Survey**
   A needs assessment will be developed for various CSBG programs and shall include:
   a) Sample: COSA will provide a list and contact information for all persons in each of the groups who will be targeted for completing of the instrument or for those who will distribute and collect instruments
   b) Instrument Development: UTSA will work with COSA to develop items for the 5 surveys (one for each group). COSA will provide a list of items/topics that should be addressed with each group. UTSA will identify relevant items from other community assessment instrument and will develop other relevant items. UTSA will provide draft instruments (one for each group) to COSA for purposes of refining the items and the format. Some of the items on the instruments will be common but each instrument will have questions that are unique for each of the target groups. *(Date to complete: 4/15/15)*
   c) Instrument Testing: COSA will identify at least one person from each target group to review the instrument prior to finalization. *(Date to complete: 4/24/15)*. UTSA will provide copies of the instrument to the reviewer and will receive feedback and incorporate for final review by COSA. *(Date to complete: 4/24/15)*
   d) Instrument Production: The instruments will be developed for data collection as both as an online instrument and as a paper instrument. The paper instruments will be machine readable and designed to allow scanning of completed instruments. *(Date to complete: 5/01/15)*

Total costs for developing community needs assessment survey are not to exceed $5,684.00.

2. **Developing the Client Satisfaction Survey**
   A client satisfaction survey will be developed for various CSBG programs and shall include:
   a) Sample: COSA will provide a list and contact information for all persons in each of the who will be targeted for completing of the instrument or for those who will distribute and collect instruments *(Date to complete: 04/08/15)*
   b) Instrument Development: UTSA will work with COSA to develop items for the 5 surveys (one for each group). COSA will provide a list of items/topics that should be addressed with each group. UTSA will develop and provide draft instruments (one for each group) to COSA for purposes of refining the items and the format. Some of the items on the instruments will be common but each instrument will have questions that are unique for each of the target groups. *(Date to complete: 4/15/15)*.

c) Instrument Testing: COSA will identify at least one person from each target group to review the instrument prior to finalization *(Date to complete: 4/17/15)*. UTSA will provide copies of the instrument to the review and will receive feedback and incorporate for final review by COSA (*Date to complete*: 4/24/15).
d) Instrument Production: English versions of the instruments that have been finalized and approved by COSA will be translated into Spanish. The instruments will be developed for data collection as both as an online instrument and as a paper instrument. The paper instruments will be machine readable and designed to allow scanning of completed instruments. *(Date to complete: 05/01/15)*.

Total costs for developing the client satisfaction survey are not to exceed $1,624.00.

3. **Collecting and Analyzing Data**

Survey data

a) UTSA will collect survey data from the all groups identified and will track information on the number of surveys distributed, number of surveys returned, a description of how each survey was distributed, and the names of persons or organizations that assisted in conducting the survey.
b) Community Needs Assessment Survey & Client Satisfaction Surveys will be administered through electronic and paper means in English and Spanish. Administration will begin following *05/04/15)* and will be completed by *05/1315* or, if COSA distributes and administers the survey, when COSA delivers the completed instruments. Information about completing the online versions of the instruments will be distributed by email, text, and on a flyer when possible.
c) UTSA will complete data entry and quality review within one week following closure of data collection *(Date to complete: 05/20/15)*.
d) UTSA will produce preliminary tabulations for COSA review within one week following completion of data entry and quality review *(Date to complete: 05/27/15)*

Total costs for collecting and analyzing survey data are not to exceed $3,248.00.

4. **Public Meetings**

a) UTSA will be present at each public meeting held at a public community center or other public venue (identified and arranged by COSA) to record community member input. Meetings will be scheduled in collaboration with COSA with an effort to target days and times that will facilitate community participation (e.g. evenings). Each meeting will be facilitated by at least one individual who is fluent in Spanish and comments and prompts seeking input will be delivered in both English and Spanish. At each meeting input will be solicited on community strengths and weaknesses; obstacles blocking the achievement of self-sufficiency; securing and retaining employment and educational attainment; use of available income, housing, health care, emergency assistance; and opportunities to participate in community affairs.

b) An audio recording of each meeting will be supplemented with notes and transcripts for each meeting will be produced from the audio recordings.
c) Each meeting will be publicized in a method determined in collaboration with COSA which may include posting information about the purpose, time and location of each meeting on community websites, distribution to email lists of community organizations, public announcements in local newspapers, radio, and television.
d) Meetings will be held between the beginning of the contract period and *05/04/15*.

Total costs for facilitating of public meeting is not to exceed $812.00.

5. **Collect and Update Data**
   a) UTSA will suggest secondary data items to collect and will finalize the list in collaboration with COSA. *(Date to complete: 04/10/15)*
   b) Data for each of the secondary data items will be identified, collected, and tabulated for at the county level and when available, at smaller levels of geography. An effort to access data for any data item that is not publicly available will be made and some data items held by COSA will be provided to UTSA by COSA.
   c) UTSA will provide a periodic report regarding data items that cannot be accessed, if any, and will collaborate with COSA to access data, determine an alternative, or determine that the data item will not be included.
   d) UTSA will produce graphic images of bar charts, line charts, and pie charts for data items that may be represented this way.
   e) UTSA will produce graphic images of maps for data items that may be represented this way.
   f) A draft of this section of the report will be delivered before *(Date to complete: 06/04/15)* for review by COSA. Suggested revisions received by *06/10/15*will be incorporated.

Total costs for collecting and updating data not to exceed data $3,248.00.

6. **Final Report**
   a) Ten copies of the final report will be printed in color and delivered to COSA by *(Date to complete: 06/16/15)* along with an electronic copy of the report.
   b) Ten copies of a set of PowerPoint slides summarizing the report will also be printed in color and an electronic copy of the PowerPoint slides will be delivered by *(Date to complete: 06/1915)*.

Total cost for CSBG final report not to exceed $1,624.00.

Total costs for CSBG Community Assessment and related services are not to exceed $16,240.00.

For HEAD START, the University Agrees to abide by the following provisions and provide the following services:

University will complete a comprehensive Community Assessment Report for the Head Start program utilizing methodologies that include data gathering and analysis, survey analysis, focus groups and other methods. The assessment itself should include the following elements:

a) Demographic make-up of the larger community and the Head Start children ages birth to 4 years old and families (estimated number, geographic location, and racial and ethnic composition)
b) Description of other child development programs serving Head Start eligible children
c) Estimated number of children with disabilities (ages birth to four years old), including types of disabilities and available community resources
d) Information on the education, health, nutrition, social service needs of Head Start eligible children and their families
e) Community resources addressing the needs of Head Start eligible children and families (availability and accessibility)

Resources used to complete the Community Assessment should include some combination of the following: Census Data, American Community Survey, Head Start Parent and Community Survey, information from the Head Start Program on families served, Texas Education Agency Data, information from Head Start Parents and Staff, and Community Stakeholder input.

1. University will also provide the following deliverables:
   a) Bi-weekly written reports detailing progress of work, and coordinate/participate in conference calls and/or meetings with the Head Start Program and other stakeholders to gather input for the report
   (Total costs not to exceed $1,082.70)
   b) Executive Summary of the Community Assessment Report
   (Total costs not to exceed $1,082.70)
   c) Data analysis backup documentation
   (Total costs not to exceed $1,082.70)
   d) One Briefing Paper
   (Total costs not to exceed $1,082.70)
   e) Power Point presentations to staff, the Head Start Policy Council and the City Council Educational and Community Development Committee, as requested by City Staff
   (Total costs not to exceed $2,165.40)
   f) Draft Community Assessment
   (Total costs not to exceed $3,248.10)

g) Final Community Assessment report
(Total costs not to exceed $1,082.70)

2. University will provide, in English and in Spanish if requested by the City, a draft version of the Community Assessment Report by **05/15/15** and the final version of the report by **06/01/15**.

Total costs for the Head Start Community Assessment and related services are not to exceed $10,827.00.

Total costs for Head Start and CSBG Community Assessment in total not to exceed $27,067.00.