

AN ORDINANCE 2010-11-04-0953

AUTHORIZING THE ACCEPTANCE OF A CONTINUATION GRANT FROM ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) AND AUTHORIZING A TOTAL SENIOR NUTRITION PROGRAM BUDGET OF \$5,305,304.00 WHICH INCLUDES \$1,968,241.00 IN GRANT FUNDS FROM AACOG, \$3,144,506.00 FROM THE GENERAL FUND AND \$192,557.00 IN CLIENT DONATIONS OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011; AUTHORIZING A MONTH-TO-MONTH RENEWAL OF SENIOR CENTER OPERATING CONTRACTS FOR THE VENDOR MODEL, LEASE-SITE MODEL, AND THE VOLUNTEER SITE MODEL; AND AUTHORIZING A PERSONNEL COMPLEMENT OF 50 POSITIONS IN THE DEPARTMENT OF COMMUNITY INITIATIVES.

* * * * *

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

WHEREAS, the Department of Community Initiatives (DCI) 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); and

WHEREAS, the City has received the Federal Funds from AACOG since 1973; and

WHEREAS, for FY 2011, AACOG has indicated that grant funds, in the amount of \$1,968,241.00 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 Community Initiatives, or her designee, is hereby authorized to accept grant funds in an amount up to \$1,968,241.00 from the Alamo Area Council of Governments (AACOG) and up to \$192,557.00 of client donations (Program Income), and provide up to \$3,144,506.00 in City cash matching funds for the FY 2011 Comprehensive Nutrition Project (CNP) for the period October 1, 2010 through September 30, 2011. A copy of said application incorporated herein by reference and is on file with the Department of Community Initiatives. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or her designee, is further authorized to execute any and all necessary documents to effectuate said acceptance.

SECTION 2. Should funding be awarded, Fund 2601138008 entitled CNP 2011 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 \$1,968,241.00 from the AACOG, \$3,144,506.00 in City cash match, and up to \$192,557.00 in program income will be appropriated in said fund. The proposed budget, which is

attached hereto and incorporated herein for all purposes as **Attachment I**, is approved and adopted for entry in the City books.

SECTION 3. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or her designee, is further authorized to execute vendor/volunteer site agreements and lease agreements in substantially the same form as the contract templates attached hereto and incorporated herein for all purposes as **Attachments II, III, IV and V** for operation of nutrition sites and use of facilities for the CNP to provide daily meals.

SECTION 4. The personnel complement of fifty (50) positions, which is attached hereto and incorporated herein for all purposes as **Attachment VI**, is hereby approved.

SECTION 5. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, 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.

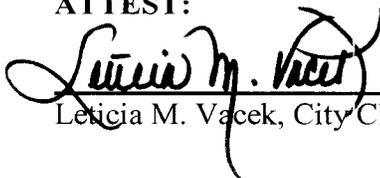
SECTION 6. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 4th day of November, 2010.



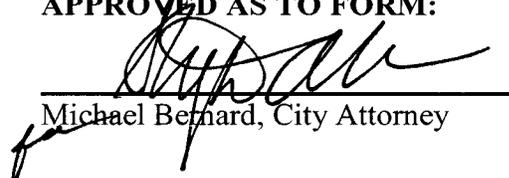
M A Y O R
Julián Castro

ATTEST:

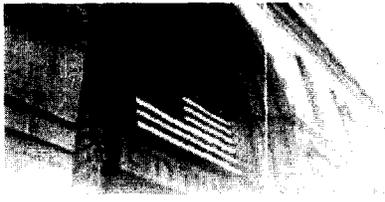


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

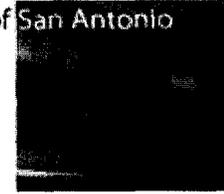


Michael Bernhard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 22

Name:	21, 22						
Date:	11/04/2010						
Time:	12:00:50 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance of a continuation grant from Alamo Area Council of Governments (AACOG) and authorizing a total Senior Nutrition Program budget of \$5,305,304.00 which includes \$1,968,241.00 in grant funds from AACOG, \$3,144,506.00 from the General Fund and \$192,557.00 in client donations October 1, 2010 through September 31, 2011; authorizing a month-to-month renewal of Senior Center Operating contracts for the vendor model, lease-site model, and the volunteer site model; and authorizing a personnel complement of 50 positions in the Department of Community Initiatives. [Peter Zanoni, Assistant City Manager; Cindy Schoenmakers, Interim 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				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
John G. Clamp	District 10		x				

ATTACHMENT I2011 Senior Nutrition Program
October 1, 2010 - September 30, 2011**REVENUES:**

4501100	Grants Federal-Ope - AACOG/Title III	\$ 1,968,241.00
4502230	Grants Program Income - Congregate Meals	\$ 157,057
4502230	Grants Program Income - Homebound Meals	\$ 35,500
6101100	Interfund Transfers In	\$ 3,144,506
	TOTAL REVENUES	<u>\$ 5,305,304</u>

APPROPRIATIONS:

138000000912	Comprehensive Nutrition Program	
5101010	Regular Salaries	953,067
5101015	Temporary Salaries	7,334
5101050	Language Skill Pay	3,600
5103005	FICA & Medicare Expense	72,910
5103007	Temp FICA & Medicare	561
5103010	Life Insurance	593
5103035	Personal Leave Buy Back	13,161
5103056	Transportation Allowance	6,127
5104030	Flex Benefits Contr	122,565
5104057	Training Instructor	411
5105010	Retirement Expense	73,669
5201025	Education - Classes	900
5203090	Transportation Fees	2,500
5204060	Cleaning Services	600
5304010	Food	902,800
	TOTAL 138000000912	<u>2,160,798</u>

138000000911	Comprehensive Nutrition Grant Match	
5101010	Regular Salaries	105,378
5101015	Temporary Salaries	196,330
5103005	FICA & Medicare Expense	8,061
5103007	Temp FICA & Medicare	15,019
5103010	Life Insurance	105
5103065	Education	870
5104030	Flex Benefits Contr	24,513
5105010	Retirement Expense	13,088
5201025	Education - Classes	1,500
5201040	Fees to Prof Contractors	10,920
5201046	Computer Hardware	13,016
5202020	Contractual Services	536,392
5202025	Other Contractual Seervices	3,002
5203040	Advertising & Publications	900
5203050	Membership Dues	95
5203060	Binding & Printing	7,536
5203090	Transportation Fees	11,160
5204010	Linen & Laundry	150
5204020	Maint & Repair - Commercial	22,716
5204050	Maint - Buildings	21,324
5204060	Cleaning Services	10,092
5204070	Rental of Field Eq	2,844

5204080	Maint - M&E	564
5204090	Maint - Repair - Auto	42,684
5205010	Mail & Parcel Post	480
5205020	Rental of Office Eqt	2,508
5207010	Travel - Official	2,712
5208530	Alarm & Security	1,716
5301010	M&R Material Bldg/Imp	1,308
5301020	M & R Parts Automotive	23,232
5301030	M & R Material Mach/Eq	96
5302010	Office Supplies	8,544
5303010	Janitorial Supplies	21,264
5304010	Food	1,834,516
5304050	Tools & Apparatus	131
5304080	Other Commodities	972
5403010	Phone & Fax	40,608
5403020	Communications Radios	852
5403030	Rental of Pagers	60
5403545	Motor Fuel and Lubricants	51,348
5407510	Rental of City Eqt	84,732
5501055	Cap<5000 - M&E Other	3,060
5501065	Cap<5000 - Furn & Fix	18,108
	TOTAL 138000000911	\$ 3,144,506
	TOTAL APPROPRIATIONS	<u>\$ 5,305,304</u>

ATTACHMENT II

STATE OF TEXAS

Contract # _____

COUNTY OF BEXAR

**DRAFT
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 Community Initiatives 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 Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, 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 In consideration, the City shall provide at no cost to the Volunteer meals for consumption by the Center members ages 60 and older. As additional consideration, City shall pay an annual fee of \$_____ to Volunteer for costs associated with site use from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours").
- 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 Community Initiatives, 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 Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2010 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.

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 Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) 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 Friday at 2:00 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 Community Initiatives 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 Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives 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 Community Initiatives 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 Community Initiatives.

(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 Community Initiatives.

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 Community Initiatives.
- 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 Community Initiatives. 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 Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

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:

VOLUNTEER:

Department of Community Initiatives

Authorized Signature

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENT III

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 Community Initiatives 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 Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, 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 Community Initiatives 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 Community Initiatives.
 - 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 Community Initiatives (DCI) 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 October 1, 2010 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 Community Initiatives 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)~~ (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.

~~(d)~~ (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 10:00 a.m. to 2:00 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 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 certified.

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 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 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/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go005200toc.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 Community Initiatives 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 Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and ACOG, 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 Community Initiatives 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 Community Initiatives 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 Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives 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 Community Initiatives.
- (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 Community Initiatives.

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 LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED 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 Community Initiatives.

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 Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

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 brought 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:

CONTRACTOR:

Department of Community Initiatives

Authorized Signature

(Name of Contractor)

(Street Address)

APPROVED AS TO FORM:

(City, State, Zip Code)

Assistant City Attorney

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

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

This Agreement (hereinafter referred to as "Lease Agreement") is made and entered into by and between Bexar County (hereinafter referred to as "LANDLORD") and the City of San Antonio (hereinafter referred to as ("TENANT")), a Texas Municipal Corporation, acting by and through its Department of Community Initiatives Director, or his designated representative pursuant to Ordinance No. _____, passed and approved on _____.

1. For and in consideration of the public benefit to be derived from TENANT's operation of its Comprehensive Nutrition Program, LANDLORD hereby leases to TENANT that portion of the _____ located at _____ described as the _____ (hereinafter referred to as the "Leased Premises").
2. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2010 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.
3. TENANT shall have the right to occupy and use the Leased Premises only for the purpose of providing nutrition services for persons 60 years of age or older and their spouses, regardless of the spouse's age, Monday through Friday during the hours of 7:00 a.m. to 2:00 p.m.
4. TENANT shall not assign the Lease Agreement.
5. LANDLORD 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.
6. TENANT shall not conduct or permit to be conducted on the Leased Premises any activities or events that violate the law, or that constitute a nuisance or hazard. Any attempt by TENANT to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by LANDLORD.
7. TENANT shall comply with all laws, regulations, and ordinances applicable to the Leased Premises.
8. TENANT shall have the sole responsibility to secure in TENANT's name any permits or licenses required for TENANT's activities or events held on the Leased Premises.
9. LANDLORD will not charge TENANT rent or any other fee for the use of the Leased Premises as set out in the Lease Agreement.
10. TENANT acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection TENANT accepts the Leased Premises as suitable for the

purpose for which it is leased including building, furnishings, fixtures, and equipment.

11. Time is of the essence. If TENANT desires additional time, it must be approved in writing by LANDLORD and the additional usage must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.
12. TENANT shall not have the use of any furnishings and equipment within the Leased Premises with the exception of the tables, the chairs, the kitchen, and all the kitchen equipment.
13. TENANT shall provide and keep in force during the term of the Lease Agreement insurance covering TENANT's liability for personal injury and property damage in an amount not less than \$500,000.00 or TENANT can be self-insured for that amount.
14. Throughout the term of the Lease Agreement, TENANT and its representatives, agents, and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during the hours of 7:00 a.m. to 2:00 p.m. LANDLORD may utilize the parking lot area for parking during all other hours.
15. All notices to be given under the Lease Agreement shall be in writing and shall either be personally served against a written receipt therefor or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address that appears below. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date:

LANDLORD:

With a copy to:

TENANT:

Comprehensive Nutrition Project
Senior Services Division
Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

With a copy to:

City Clerk
City of San Antonio
P.O. Box 839966
2nd Floor
San Antonio, Texas 78283-3966

16. The Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties 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.

17. The Lease Agreement constitutes the final and entire agreement between LANDLORD and TENANT and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of the 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.

EXECUTED THIS _____ DAY OF _____, 2010.

LANDLORD:

TENANT:

By: _____

By: _____

Department of Community
Initiatives
City of San Antonio

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

GERRY C. RICKHOFF
County Clerk

Assistant City Attorney

APPROVED AS TO LEGAL FORM:

SUSAN D. REED
Criminal District Attorney

By: _____

KELSEY MENZEL
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

TOMMY J. TOMPKINS
County Auditor

DAVID L. SMITH
Executive Director/Budget Officer
Planning & Resource Management Department

***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 Community Initiatives, or his designated representative, pursuant to _____, 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. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2010 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.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours") 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. Lessor shall notify the Lessee of the offending activity or event and give Lessee the opportunity to correct the situation to Lessor's satisfaction. In the event that Lessor is dissatisfied with Lessee's corrective action, Lessor may terminate the Lease Agreement with seven (7) calendar days' notice so that Lessee is given adequate opportunity to make alternate arrangements and minimize interruption of service to seniors.

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 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 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. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of LESSEE, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSOR AND LESSEE ARE FOUND JOINTLY LIABLE 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 LESSEE 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.

LESSOR shall advise the LESSEE in writing within 24 hours 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.

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:

Comprehensive Nutrition Project
Senior Services Division
Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

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 _____ 2008.

LESSOR:

LESSEE:

Authorized Representative Signature

Community Initiatives Department
City of San Antonio

Title

Date

Date

ATTACHMENT VI**Senior Nutrition Program**

October 1, 2010 - September 30, 2011

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT POSITIONS	ADDED / DELETED	REVISED POSITIONS
13800000911/912 PROJECT ADMINISTRATION				
SENIOR MANAGEMENT ANALYST	999	2	0	2
GRANTS MANAGEMENT OFFICER	844	1	0	1
ACCOUNTANT II	874	1	0	1
COMMUNITY SERVICES SUPERVISOR	901	5	0	5
ADMINISTRATIVE ASSISTANT II	41	1	0	1
ADMINISTRATIVE ASSISTANT I	40	1	0	1
ADMINISTRATIVE ASSOCIATE	10	3	0	3
ADMINISTRATIVE ASSOCIATE (PT)	10	2	0	2
NUTRITIONIST	296	1	0	1
COMMUNITY SERVICES SPECIALIST	970	2	0	2
NUTRITION SITE SUPERVISOR (PT)	984	13	0	13
CHAUFFER (PT)	907	14	0	14
BUILDING CUSTODIAN (PT)	7560	3	0	3
PROGRAM COUNSELOR	914	1	0	1
TOTAL POSITIONS FOR 13800000911/912		50	0	50