

CITY OF SAN ANTONIO

INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF COMMUNITY INITIATIVES

CONSENT AGENDA

ITEM NO.

12

**TO:** Mayor and City Council

**FROM:** Dennis J. Campa, Director, Department of Community Initiatives

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Frances A. Gonzalez, Assistant City Manager; Finance Department; City Attorney's Office; Councilmember Patti Radle, District 5; File

**SUBJECT:** AUTHORIZING REALLOCATION AND EXPENDITURE OF ONE-TIME PROJECTS FUND AND THE EXECUTION OF CONTRACTS WITH VARIOUS COMMUNITY BASED ORGANIZATIONS

**DATE:** January 8, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the reallocation and expenditure of FY 1999 Council District 5 One-Time Projects Funds in the amount of \$20,000 to the Advocates Social Services of San Antonio Texas. This ordinance also authorizes the reallocation and expenditure of FY 2000 Council District 5 One-Time Projects Funds in the amount of \$5,000 to San Antonio Association of Community Organizations for Reform Now (ACORN), and \$10,000 to San Antonio Youth Centers. This ordinance also authorizes the execution of contracts with the above-mentioned agencies.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

The Advocates Social Services of San Antonio Texas (Advocates) is an outreach program designed to connect low-income families to social services, programs, and benefits offered in the community. The reallocation of Council District 5 One-Time Projects Fund in the amount of \$20,000 will assist low-income individuals in securing food stamp benefits. The Advocates services will include: case advocacy, food stamp program orientation, assistance in preparing the application, assistance in securing verification documents, two food stamp workshops for participants, home visits, and telephone interviews with the homebound, disabled, and elderly. The Advocates plan to serve 700 unduplicated participants and secure 175 households with food stamp benefits. The Department of Community Initiatives (DCI) will coordinate this effort with the overall strategy to improve family food security through higher levels of Food Stamp participation. The Department's Community Action Division will provide technical assistance,

perform monthly monitoring and conduct an annual site review for programmatic and fiscal performance.

San Antonio Association of Community Organizations for Reform Now (San Antonio ACORN) is a community organization of low and moderate-income member families organized in neighborhood chapters. San Antonio ACORN's priorities include: better housing for first time homebuyers and tenants; living wages; neighborhood safety; increase investment in communities from banks and governments; and improving public schools. The reallocation of Council District 5 One-Time Projects Funds in the amount of \$5,000 and Human Development Services Fund (HDSF) allocations from Council Districts 6 and Council District 7 in the amount of \$5,000 each, for a total amount of \$15,000, will assist in providing Earned Income Tax Credit (EITC) outreach to households in Council Districts 5, 6, and 7. San Antonio ACORN plans to outreach to 8,000 households in each district for a total of 24,000 households. DCI, through its Family Economic Success Program, will provide technical assistance to ensure integration with the Department's Volunteer Income Tax Assistance (VITA) program, perform monthly monitoring, and conduct an annual site review for programmatic and fiscal performance.

San Antonio Youth Centers foster the development of inner-city youth by focusing on three primary objectives: prevention of delinquent behavior, academic improvement, and social development. San Antonio Youth Centers provide tutoring, music lessons, recreational activities, social and life skills, meals, and other youth development opportunities. This reallocation of Council District 5 One-Time Projects Funds in the amount of \$10,000 and an additional \$10,000 from Council District 1 HDSF, for a total amount of \$20,000, will assist program activities at the Laurel Heights Youth Center located in Council District 1 and the Downtown Youth Center located in Council District 5. San Antonio Youth Centers plan to serve 500 unduplicated youth at the two centers. DCI, through its Youth Services Division, will perform monthly monitoring and conduct an annual site review for programmatic and fiscal performance.

### **POLICY ANALYSIS**

District 5 Councilmember Radle has requested the reallocation of \$35,000 from Fiscal Year 1999 and 2000 One-Time Projects Funds to the Advocates, San Antonio ACORN, and San Antonio Youth Centers. The Fiscal Year 2003 HDSF guidelines do not require council action for expenditures for projects less than \$25,000. This action is a continuation of existing City policy to provide human development opportunities in the priority areas of family economic success, community safety net and youth development through contracts with community-based organizations.

### **FISCAL IMPACT**

This ordinance authorizes the reallocation and expenditure of One-Time Projects Fund and has no additional General Fund impact. Attachment A identifies the council district allocations per agency.

## COORDINATION

The Department of Community Initiatives has coordinated activities with Council Districts 1, 5, 6, and 7; City Attorney's Office; Office of Management and Budget; and Finance Department.


## SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is included for each agency.

Attachments: Attachment A: One-Time Projects Fund and HDSF allocations by Council District

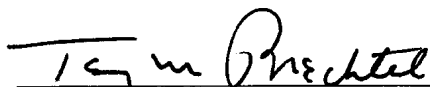


Dennis J. Campa  
Director  
Department of Community Initiatives



Frances A. Gonzalez  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager

ATTACHMENT A							
Council District	The Advocates Social Services of San			San Antonio ACORN			San Antonio Youth Centers
	One-Time	HDSF		One-Time	HDSF		One-Time HDSF
Mayor							
1							\$ 10,000
2							
3							
4							
5	\$ 20,000			\$ 5,000		\$ 10,000	
6					\$ 5,000		
7					\$ 5,000		
8							
9							
10							
Total:	\$ 20,000			\$ 15,000			\$ 20,000

## City of San Antonio Discretionary Contracts Disclosure\*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

**\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.**

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

**and** the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

**and** the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A
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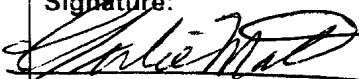
#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  CHARLIE MATA	TITLE: EXECUTIVE DIRECTOR COMPANY: THE ADVOCATES SOCIAL SERVICES OF SAN ANTONIO TEXAS, INC	Date: 12-19-2003

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

# City of San Antonio

## Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

None

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

None

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

None

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

None

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

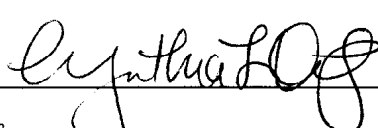
#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

None		
<b>Signature:</b> 	<b>Title:</b> Executive Director  <b>Company:</b> San Antonio Youth Centers	<b>Date:</b>  12-18-2003

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.



COUNTY OF BEXAR                      DELEGATE AGENCY CONTRACT

CITY OF SAN ANTONIO

This Contract 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 \_\_\_\_\_ pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the (agency name), (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, Contractor has submitted a request to the Council Districts Human Development Service Fund Expenditures Committee requesting assistance in securing a WHOLE DOLLAR AMOUNT contribution to pay for program operational expenditures for the (NAME OF PROJECT) (hereinafter referred to as the Project) which provides (PUBLIC PURPOSE DESCRIPTION FROM THE GUIDELINES) for (WHO IT WILL BENEFIT) residing in the City; and

WHEREAS, pursuant to Ordinance Nos. 96958 and 97567, the City Council adopted human development guidelines that authorized the expenditure of human development funds for operational expenditures for projects that are open to members of the public who meet certain eligibility requirements; and

WHEREAS, pursuant to said ordinances, the City Council has found that such expenditures serve a municipal purpose by (PUBLIC PURPOSE DESCRIPTION FROM THE GUIDELINES); and

WHEREAS, the City has allocated \$\_\_\_\_\_ from the **FY04 District 1 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 2 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 3 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 4 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 5 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 6 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 7 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 8 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 9 Human Development Services Fund** budget, \$\_\_\_\_\_ from the **FY04 District 10 Human Development Services Fund** budget, and \$\_\_\_\_\_ from the **FY04 Mayor's Human Development Services Fund** budget through its General Fund Operating budget (hereinafter referred to as General Fund) for the above-described expenditures which are for human development service-related purposes; and

WHEREAS, the Department of Community Initiatives is designated as the Managing City Department (hereinafter referred to as "Managing City Department") for the City of San Antonio; and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

- 1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Executive Summary/Statement of Work and Balanced Scorecard Performance Plan, attached hereto and incorporated herein for all purposes as Attachment I.
- 1.2 The Director of the Managing City Department or his designee shall have the authority to execute an amendment to the Contract that revises the Balanced Scorecard Performance Plan without necessity of

## Attachment I

seeking subsequent City Council approval so long as the terms of the amendment stay within the parameters set forth in the Executive Summary/Statement of Work.

### II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on BEGIN DATE and shall terminate on END DATE. Contractor understands and agrees that there is no guarantee of renewal for the following fiscal year.

### III. CONSIDERATION

- 3.1 In consideration, the City will reimburse Contractor for expenses incurred in accordance with the budget approved by City Council in Ordinance No. \_\_\_\_\_. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the amount of \$\_\_\_\_\_.
- 3.2 The funding level of this Contract is based on the allocation awarded to the Contractor by the City of San Antonio General Fund. The allocation is based on an appropriation for the (enter name of project/program).

### IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement Contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City funded services provided by the Contractor in accordance with terms of the Contract. Requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described within Attachment II of this Contract. **In no event shall the City be liable for any expense of Contractor not eligible for reimbursement as defined within the Contract.** If specific circumstances require an advance payment on this Contract, Contractor must submit to Managing City Department a written request for such advance payment, including the specific reason for such request. Managing City Department may, in its sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (1) each request will be considered by Managing City Department on a case-by-case basis, (2) the decision by Managing City Department whether or not to approve an advance payment is final and (3) all payments hereunder made to Contractor not specifically authorized by Managing City Department to be advance payments in accordance with the provisions of this paragraph are made on a cost reimbursement basis. For contracts in which advance payments are authorized:

- (1) Requests for Advanced Payment require authorization from the Managing City Department no less than ten (10) business days prior to the actual cash need to allow sufficient time to process.
- (2) Funds received from the City by the Contractor in advance for payments to vendors shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that a check is available from the City.
- (3) The Contractor must deposit City funds in a bank insured with the Federal Deposit Insurance Corporation (FDIC) In those situations where Contractor's total deposits, including all City funds deposited in such account, exceed the FDIC insurance limit, the Contractor must arrange with its bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that causes the Contractor's account balance to exceed \$100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256) effective 9/2001 as amended.

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- 4.2 Contractor agrees that reimbursements of eligible expenses shall be made monthly or bi-weekly, as determined by the Managing City Department according to standard procedures followed by the Finance Department. The Managing City Department may require the submission of **original** or certified copies of invoices, cancelled checks, or receipts to verify invoiced expenses.
- 4.3 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Managing City Department
- 4.4 Contractor agrees that no budget line item shifts of funds may be made by the Contractor without the prior written approval of the Managing City Department. The Director of the Managing City Department or his designee shall have the authority to execute an amendment to this Contract that makes such approved budget line item shifts of funds without the necessity of seeking subsequent City Council approval so long as the total budget does not exceed the amount set forth in section 3.1 of this Contract.
- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days after the termination date of this Contract, unless Contractor receives written authorization from Managing City Department prior to such 45th day period allowing Contractor to submit a request for payment after such 45th day period.
- 4.6 Notwithstanding that items may be authorized in the Contractor's approved budget, all expenditures by Contractor or any of its subcontractors exceeding \$3,000.00 must be pre-approved in writing by the Managing City Department and if pre-approved, must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Local Government Code groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of \$3,000.00 set forth in this paragraph.
- 4.7 Contractor agrees that within four months of Contract completion, Contractor shall receive prior written approval from City regarding purchase of supplies or equipment in excess of \$500.00.
- 4.8 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors of the Contractor);
- 4.9 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
- (a) Accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the "Reporting Requirements" set forth in Article IX. of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
  - (b) Records that adequately identify the source and application of funds for City sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, unobligated balances, assets, equity, outlays, and income;
  - (c) Effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes. Contractor shall maintain a separate numbered account for all funds received and disbursed through this Contract.
  - (d) Comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
  - (e) Procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

## Attachment I

(f) Procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or Contract, with the City; and

(g) Accounting records that are supported by source documentation (i.e., Timesheets, Employee Benefits, Professional Services Agreements, Purchases, and other documentation as required by City.) Contractor shall maintain records and shall meet necessary requirements under the Generally Accepted accounting Principle [GAPP].

(h) an accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project should the Project terminate the next day is mandatory. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

- 4.10 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency.
- 4.11 Contractor shall establish and utilize a cost allocation methodology and plan which assures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The cost allocation plan and supportive documentation shall be included in the audit of Contractor's Project.
- 4.12 Contractor certifies that public funds are used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
- 4.13 Upon completion, termination or at anytime during the period of Contract Performance all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City.
- 4.14 Upon execution of this Contract or anytime during the term of this Contract, the City's Director of Finance, or a person designated by the Managing City Department may review and approve all Contractor's system of internal accounting and administrative controls prior to the release of funds hereunder.

## V. PROGRAM INCOME

- 5.1 Income generated by City funds through the use of salaried personnel paid wholly or in part through City funds, or through the use of equipment, supplies, or other resources purchased wholly or in part through City funds is considered program income. At the sole option of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by City, Contractor may be permitted to retain such funds to be:
1. Added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City, or
  2. Deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by Managing City Department. If Managing City Department does not specify a timeframe for Contractor to return program income to City, then Contractor must return such program income to City no later than thirty (30) days from the date specified in the notice described in section 5.3 of this Contract when such program income will be generated. If Managing City Department grants Contractor authority to retain Program Income, Contractor must submit all reports required by the Managing City Department within the time frame specified in the Contract.

Attachment I

- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of the Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City funded project without the prior written approval of the Managing City Department.

VI. EQUIPMENT

- 6.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 6.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 6.3 Contractor shall maintain records on all items obtained with City funds to include:
- (1) A description of the equipment, including the model and serial number, if applicable;
  - (2) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (3) An indication of whether the equipment is new or used;
  - (4) The vendor's name (or transferred from);
  - (5) The location of the property;
  - (6) The property number shown on the City property tag; and,
  - (7) A list of disposed items and disposition
- 6.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property.
- 6.5 The report submitted by the Contractor to the Managing City Department shall minimally include:

Attachment I

- (1) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
- (2) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
- (3) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

6.6 All equipment purchased under this Contract shall be insured against fire, loss and theft.

VII. ADMINISTRATION OF CONTRACT.

7.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with in its Contract with ( 'N/A' ).

7.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with *City of San Antonio* rules and regulations, shall have the final authority to render or secure an interpretation.

7.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Managing City Department.

7.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

7.5 Contractor shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. **Said procedures shall be provided to Managing City Department upon request by the Managing City Department.**

7.6 Contractor agrees to comply with the following check procedures:

(a) No blank checks are to be signed in advance.

(b) no checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a **\$100.00** maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 for any given calendar month during the term of the Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit.

(c) Checks issued Contractor, that are not cashed within sixty (60) days from the date of issue, shall be investigated and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, such check should be reissued to the Contractor or if deemed by City not to be a valid expense, such check shall be immediately returned to the City.

7.7 City reserves the right to request Contractor to provide additional records for authorized long distance calls charged to the City's allocated budget.

7.8 The costs associated with budgeted out of town travel for business in connection with the Contract, under the City's allocated budget, are allowable costs, provided (a) Contractor has obtained prior written approval of such costs from City and provided further that Contractor maintains and provides to City detailed documentation specific to such business travel expenses; and (b) Costs associated with out-of-town travel will be reimbursed at a rate no greater than the amounts outlined in the City of San

## Attachment I

Antonio's travel policies which are set forth in City of San Antonio Administrative Directive 2.3. The purpose of the trip along with complete documentation of expenses and copies of all receipts are required to be maintained in the Contractor's files.

- 7.9 Contractor agrees that car allowance's paid to Contractor's employees shall be paid at a rate no more liberal than the City's policy for car allowance. Contractor further agrees that in order for its employees to be eligible for a car allowance, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law and 2) must record on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by City auditors and monitors. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with Contractor.

## VIII. AUDIT

8.1 If Contractor expends \$50,000.00 or more of City dollars during the term of this Contract, the Contractor shall furnish the Managing City Department with an audit, conducted by an outside independent auditor, within one hundred and twenty (120) days of the close of the the Contractor's fiscal year or termination of this Contract, whichever comes first. If the amount of funds to be paid to Contractor in Section 3.1 of this Contract is for \$50,000.00 or more, then the Contractor further agrees to provide a line item in their budget for a financial statement audit prepared by an independent outside auditor. If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit. Contractor shall forward a copy of the audited financial statement to Managing City Department within thirty (30) days after the report is issued to Contractor. Contractor, shall in addition to submission of the audited financial report, submit a copy of the corrective action plan, summary schedule of prior audit findings, and management letter to Managing City Department ."

- 8.2 Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City immediate and full refund of such amount. If Contractor is obligated under the provisions hereof to refund a disapproved or disallowed amount to the City, such refund shall be made to City in cash required.

## IX. RECORDS, REPORTING, AND COPYRIGHTS

- 9.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of all projects. Therefore, at such times and in such form as may be required, the Contractor shall furnish to the Managing City Department such statements, records, data, and information and permit the City to have interviews with personnel, board members, and program participants pertaining to the matters covered by this Contract.
- 9.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including Contract Monitoring Report which is attached hereto and incorporated herein as Attachment III. The Contract Monitoring Report is to be submitted by the 10th working day of each month.
- 9.3 (a) No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by Contractor under this Contract shall be disclosed or made available to any individual or organization by Contractor without the express prior written approval of the City.

Contractor shall establish a method to secure the confidentiality of records and information that Contractor may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's or its authorized representatives' right of access to records or other information under this Contract.

## Attachment I

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 Contractor receives inquiries regarding documents within their possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition.

(b) Contractor shall ensure that the Contractor and its subcontractor's shall only use the information supplied by the City hereunder, or assembled by Contractor under this Contract, for the purpose of providing services pursuant to this Contract. Contractor further agrees that neither it nor its subcontractors shall sell, transfer, assign or otherwise make available to any other party, whether for consideration or for no consideration, the information supplied by the City hereunder without the express prior written consent of the City.

- 9.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for 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, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

Contractor acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees, to turn over to City, all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction. Managing City Department shall be notified of such request as set forth in Section 9.3 of this Contract.

- 9.5 The City shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. Contractor and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the City. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.
- 9.6 Within a period not to exceed 45 days from the termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against this Project.
- 9.7 Contractor shall provide all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission may include but not be limited to:
- A. Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address)
  - B. Current Bylaws and Charter
  - C. Terms of Officers



Attachment I

- D. Amendments to Bylaws
- E. Schedule of anticipated board meetings for current Fiscal Year
- F. Minutes of board meetings will become part of the Contractor's Project records, and as such, must be available to City Staff upon request.
- G. Board Agenda – at least three (3) business days prior to a Board meeting

X. INSURANCE

10.1 Contractor agrees to comply with the following insurance provisions:

- (a) Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's Managing City Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Managing City Department and the City Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement. If the City in its sole discretion determines that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit. In such an event, Contractor shall pay for such audit.
- (b) The City reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.
- (c) A Contractor's financial integrity is of interest to the City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

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

\*if applicable

- (d) The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- (e) Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.
- Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - The Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the Contract with the City of San Antonio; and
  - Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
- (f) Contractor shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

**City of San Antonio  
Department of Community Initiatives  
P.O. Box 839966  
San Antonio, TX 78283-3966**

**City of San Antonio  
City Clerk's Office  
P.O. Box 839966  
San Antonio, TX 78283-3966**

- (g) If Contractor fails to maintain the aforementioned insurance, or fails to secure and/or maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due, to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

- (h) It is expressly understood and agreed to by Contractor that additional insurance (e.g. professional liability, motor truck cargo insurance, payment and performance bonds, builders risk, pollution, a fuel storage tank, environmental, commercial crime/fidelity bond, or other insurance as required by the City's Risk Manager) may have to be purchased by the Contractor if the City determines at the time of Contract execution that such insurance is applicable.

## **XI. INDEMNITY**

### **11.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:**

- (a) Contractor 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 directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, 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 CONTRACT. 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. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation of and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.
- (b) It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Article is an INDEMNITY extended by Contractor 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 Article 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. Contractor 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.

## XII. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

### 11.1 Contractor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policy:

- (a) Contractor 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. Contractor agrees that Contractor 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. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Minority or Woman-owned Business Advocacy Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development, Division of Internal Review and the City Clerk's Office.
- (b) If the amount of funds to be paid to Contractor in section 3.1 of this Contract is for \$200,000.00 or more, then the Contractor agrees to submit to the City a Good Faith Effort

Plan (GFEP) indicating Contractors utilization of Small, Minority and Woman-owned Business Enterprises no later than fifteen (15) days from the date of execution of this Contract. If City approves the GFEP, and the City subsequently finds material deficiencies in any aspect of the GFEP, Contractor will be required to submit a written report to City's Department of Economic Development. The Contractor will also be required to submit a supplemental Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Contractor. Failure to obtain an approved Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in penalty on the Contractor of \$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 penalty is initially assessed constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

### XIII. APPLICABLE LAWS

- 13.1 The Contractor 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 Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 13.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to these funds as directed by the City and as required in this Contract.
- 13.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar.
- 13.4 Contractor 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. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended (title 20 USC Sections 1681-1688;
  - e. Fair Labor Standards Act of 1938, as amended;
  - f. Equal Pay Act of 1963, (P.L.888-38); and
  - g. All applicable regulations implementing those laws.
- 13.5 The Contractor warrants that any and all taxes that the Contractor 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 Contract. The Contractor 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;

Attachment I

- d. filing of Information on Tax Return for 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, contract or consultant work, non-employee compensation, etc;
- e. Occupational Safety and Health Act regulations;
- f. Employee Retirement Income Security Act of 1974, P.L. 93-406.

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

13.7 This article shall also incorporate and the Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

#### XIV. NO SOLICITATION

14.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant the City shall have the right to this Contract without liability or, at its discretion, to deduct from the Contract 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.

#### XV. TERMINATION

15.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if this Contractor should violate any of the covenants, contracts, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Contractor 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 Contractor 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 Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

15.2 Termination for Convenience - This Contract 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 day on which notice is sent. The Contractor shall also have the right to terminate this Contract 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 Contractor 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 Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

15.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages.

Attachment I

15.4 At the termination of the contract, all unclaimed (30 days or older) salaries or wages must be returned to City in the following form:

- (a) a cashier's check for the aggregate amount made payable to the City of San Antonio
- (b) a listing showing the Social Security number, full name, last known complete address and the amount for each person involved.

XVI. PROHIBITION OF POLITICAL ACTIVITIES

16.1. Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities or the benefit of any candidate for elective public office, partisan or non-partisan, nor shall the personnel involved in the administration of the project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

16.2 Contractor agrees that no funds, provided under this Contract may be used in anyway to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

16.3 The prohibition set forth in sections 16.1 and 16.2 of this Contract includes, but are not limited to, the following:

- (a) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
- (b) working or directing other personnel to work on any political activity during time paid for with city funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, assisting at meetings or rallies, or distributing political literature.
- (c) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, assisting at meetings or rallies, or distributing political literature.
- (d) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours;

16.4 To ensure that the above policies are complied with, Contractor shall: provide every member of its personnel with a statement of the above prohibitions and have each individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractors personnel can call to report said violations.

16.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, salaries paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of the Contractor's personnel is terminated.

16.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with city funds.

XVII. PERSONNEL MANAGEMENT

## Attachment I

- 17.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 17.2 The Contractor shall establish safeguards to prohibit officers or employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business, or other ties. Members of the Board of Directors or governing body of the Contractor may not be employees of Contractor or paid in any way for service with City Contract funds.
- 17.3 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 17.4 Contractor agrees that the Job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the City, as evidenced through a written amendment to this Contract approved by the City Council.
- 17.5 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 17.6 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 17.7 Contractor may be reimbursed by City for the cost of administrative leave with pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (a) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) working days during the term of this Contract;
  - (b) To serve as a juror;
  - (c) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if the latter are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave.
  - (d) To attend seminars or workshops, with written approval from the Managing City Department.
- 17.8 Chief Executive Officers (CEO's), directors and other Supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same organization in a non-supervisory position.
- 17.9 Upon termination of a participating employee, all contributions made to the pension fund, less reasonable insurance company administrative costs, not refunded to the terminating employee, shall be returned to the City, to the fullest extent permitted or required by applicable law.

## XVIII. SPECIAL PROVISIONS

- 18.1 Contractor agrees to comply with the following special provisions:
- (a) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity.

## Attachment I

- (b) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

- 18.2 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.
- 18.3 Contractor agrees to comply with the special provisions which are attached hereto and incorporated herein for all purposes as Attachment IV.
- 18.4 This space reserved for applicable Office of Management and Budget (OMB) circulars or other laws required to administer this Contract.

### XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

### XX. DEBARMENT

- 20.1 Contractor 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.

### XXI. AMENDMENT

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

### XXII. ASSIGNMENT

- 22.1 Contractor shall not assign or transfer Contractor's interest in this Contract without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

### XXIII. SUBCONTRACTING

- 23.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of City and the approval by ordinance by the San Antonio City Council, provided, however, the Director of the Managing City Department may approve subcontracts for professional services up to 25% of the total amount of the Contract but in no event can the amount of said subcontracts exceed \$25,000.00. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

### XXIV. OFFICIAL COMMUNICATIONS

- 24.1 For purposes of this Contract, 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:



Attachment I

CITY  
Director  
Department of Community Initiatives  
115 Plaza de Armas, Ste 210  
San Antonio, TX 78205

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

XXV. VENUE

25.1 Contractor and City agree that this Contract 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 Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXV. GENDER

26.1 Words of any gender used in this Contract 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.

XXVII. AUTHORITY

27.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor must provide evidence to City that it is currently operating as a **non-profit** entity with a current Internal Revenue Code section 501(c)(3) status, or a **for-profit** entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXVIII LICENSES AND TRAINING

28.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXIX. SEVERABILITY

29.1 If any clause or provision of this Contract 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXX. ENTIRE CONTRACT

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

Attachment I

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF SAN ANTONIO:**

\_\_\_\_\_  
Director  
Department of Community Initiatives

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CONTRACTING AGENCY:**

\_\_\_\_\_  
*(enter name of agency)*

\_\_\_\_\_  
*(address)*

\_\_\_\_\_  
*San Antonio, TX (zip code)*

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

Attachment I – Scope of Work  
Attachment II – Budget  
Attachment III – Report, if applicable  
Attachment IV – Special Provisions