

CONSENT AGENDA  
ITEM NO. **23**

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
DEPARTMENT OF COMMUNITY INITIATIVES**

**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; City Attorney's Office; Asset Management Department; Risk Management; Office of Management and Budget; Finance Department; File

**SUBJECT: AUTHORIZING A LEASE AGREEMENT WITH ELLA AUSTIN FOR THE YOUTH OPPORTUNITY PROGRAM**

**DATE:** December 18, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes a lease agreement with the Ella Austin Community Center for 1,800 square feet of office space at 1023 N. Pine for use by the Department of Community Initiatives' Youth Opportunity Program for an 18-month term beginning January 2, 2004 and ending June 30, 2005, at a base monthly rental rate of \$2,160 for the term of the lease agreement; and authorizing the payment of the monthly lease rental.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The Youth Opportunity (YO) Program was authorized and established by Ordinance #91983, which became effective June 15, 2000. The U.S. Department of Labor awarded Alamo Workforce Development (AWD), Inc. the YO Grant for a five-year period beginning March 1, 2000. AWD contracts with Edgewood Independent School District, Alamo Area Community College District, San Antonio Independent School District and the City of San Antonio's Department of Community Initiatives to implement the YO program. The goal of the program is to encourage and assist youth ages 14 to 21 who live in the federally-designated Empowerment Zone (EZ) of San Antonio to complete secondary education, enter the workforce or enroll in post-secondary education.

Program participants also receive health screenings, in coordination with the Metropolitan Health District, case management services, life skills training, counseling, and a variety of other services at the YO Ella Austin site. The City's YO Program has served 2,343 unduplicated youth since its inception and has met all grantor mandated goals. The typical YO member is 20 years old and a parent. The majority of the members are female (64%).

Following is a chart that reflects the number of YO members currently engaged in higher education, skilled training or employment and who have completed their GED certifications.

| YO Activity  | #<br>Enrolled/Completed |
|--|-------------------------|
| Achieved GED Certification Completed                           | 86                      |
| # Placed in Transitional Jobs/Internships                      | 257                     |
| # Placed in Unsubsidized Employment                            | 1,063                   |
| # Placed in Education<br>(HS, Community and Four-Year College) | 627                     |
| # Placed in Occupational Skills Training                       | 308                     |

### **POLICY ANALYSIS**

Approval of this ordinance is a continuation of the department's policy to utilize grant funding to enhance a wide range of community-based human services focusing on youth and families and to support its efforts to improve the quality of San Antonio's workforce.

### **FISCAL IMPACT**

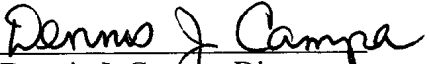
This ordinance action requires no General Fund commitment. The lease will be paid through the Youth Opportunity Grant funded by the Department of Labor. The monthly rate is \$2,160 per month, or \$38,880 for the 18-month term.


### **COORDINATION**

Coordination has occurred with the City Attorney's Office, Asset Management, Risk Management, Office of Management and Budget, and the Finance Department.

### **SUPPLEMENTARY COMMENTS**

The required Ethics Disclosure statement is attached.

  
Dennis J. Campa, Director  
Department of Community Initiatives

  
Frances A. Gonzalez  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager

**SUBLEASE AGREEMENT**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEXAR

§

This Sublease Agreement (hereinafter referred to as "Lease") is hereby made and entered into by and between Ella Austin Community Center, (hereinafter referred to as "Sublessor") and the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2003 (hereinafter referred to as "Sublessee") for the rental of space in one building located on 1023 N. Pine Street, San Antonio, Bexar County, Texas.

**I. SUBLEASED PREMISES/USE**

1.1 In consideration of the covenants and agreements contained herein, Sublessor hereby subleases unto Sublessee, and Sublessee hereby subleases from Sublessor, approximately 1,800 square feet in Building 6 on Lamar Street, San Antonio, Bexar County, Texas 78202 (hereinafter referred to as "Leased Premises" or "Premises") to have and to hold for the Sublease Term and any holdover or renewal periods, unless sooner terminated as hereinafter provided. The Leased Premises are more particularly described by a floor plan of the Building attached hereto and incorporated herein as Exhibit "A".

1.2 The Leased Premises may be used for the purpose of administering the Youth Opportunity Program. The permitted use may be expanded by Sublessee upon Sublessor's written consent. The project will assist youth, both in school and out of school, to acquire the necessary academic, technical and workplace skills and work experience necessary to successfully transition into adulthood careers. Sublessee will not occupy or use, nor permit any portion of the Leased Premises to be occupied or used for any business or purpose which is not the same as the purpose stated herein or is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous. Sublessee at no cost to Sublessor shall design and construct signs to be approved by Sublessor.

1.3 Sublessee acknowledges that Building 6 was constructed by Sublessor on the Leased Premises and acknowledges that sublessee gave prior consent to such construction.

**II. TERM**

2.1 The term of this Lease shall commence on **January 2, 2004** (Commencement Date) and end on **June 30, 2005**, unless sooner terminated as hereinafter provided.

2.2 Provided Sublessee is not in default at the end of the Initial Term, this Lease may be renewed and extended for four (4) additional one (1) year periods ("Renewal Terms"), as evidenced by passage of a subsequent City Ordinance approving each renewal period. Sublessee must notify Sublessor of its intent to exercise this renewal option in writing no later than ninety (90) days prior to the end of the Initial Term hereof and the notice must state the intended length of the renewal.

### **III. UNDERLYING LEASE AGREEMENT**

3.1 Sublessor hereby represents that it is leasing the Premises from the City of San Antonio under a separate Lease Agreement ("Underlying Lease"), a copy of which is attached hereto as Exhibit "B". Sublessor agrees to enforce the terms and conditions of the Underlying Lease during the term of this Sublease. Sublessor and Sublessee agree and understand that this sublease is subject to and conditioned upon the Underlying Lease and any conflict between the two Leases shall be resolved in favor of the Underlying Lease.

### **IV. SERVICES BY SUBLESSOR**

4.1 Sublessor shall, at its sole cost and expense, keep and maintain the Leased premises, including all improvements and appurtenances thereto, in a safe, sanitary and good working condition, and when necessary, repair, replace or restore the premises, improvements and appurtenances, including but not limited to:

- a) Air conditioning and heating equipment;
- b) Electrical and plumbing fixtures, conduits, wires and pipes;
- c) Sidewalks, doors, window, exits, restrooms, stairs and floors; and
- d) Interior walls, roof, outside areas including lawn maintenance, parking areas and grounds.

4.2 Sublessor shall provide Sublessee with literature and information to Sublessee's personnel to aid in providing comprehensive services.

4.3 Sublessor will inform Sublessee of all events hosted by Sublessor that may interfere with Sublessee's operations pursuant to this Lease.

4.4 Sublessor shall make available to Sublessee other space (i.e. auditorium, boardroom, resource rooms for meetings as long as it is scheduled on the activity sheet and room(s) is (are) available.

### **V. RENT, UTILITIES & JANITORIAL SERVICES**

5.1 Sublessee agrees to pay Sublessor rent at the rate of \$1.20 per square foot in monthly installments of \$2,160.00, on or before the first day of each succeeding calendar month during the Lease Term, except that the first monthly rental installment shall be paid by Sublessee on the Commencement Date hereof and shall be sent to Sublessor at the address and in the manner provided in Article 24 of this Lease. Rent for any fractional month at the beginning or end of the Lease Term shall be prorated based on the actual number of days in said month.

5.2 Sublessee further agrees to pay or cause to be paid all utility charges incurred for electricity, gas, water, garbage, sewer, cable TV, satellite TV or other utility service rendered by a utility company or the City of San Antonio or a private firm, as and when such charges shall become due. Sublessee shall be responsible for paying the costs in securing any telephone, computer and/or fax lines or to change any existing lines and for the payment of all related service fees.

5.3 Sublessee further agrees to pay for all janitorial cleaning service and security for the Leased Premises.

## **VI. REPAIRS BY SUBLESSEE**

6.1 Sublessee shall, at Sublessee's own expense, repair or replace any damage done to the Building or any part thereof by the sole active negligence of Sublessee or Sublessee's agents, employees and invitees or guests. If Sublessee fails to make such repairs or replacements promptly or within fifteen (15) days after the damage is brought to Sublessee's attention, Sublessor may at its option make such repair or replacement, and Sublessee shall repay the cost thereof to Sublessor on demand, and based on verified statements of payments made to disinterested third parties.

6.2 Sublessee agrees not to commit waste or damage on the Leased Premises and will, at the termination of this Lease or at the end of any holdover or renewal periods, deliver up said premises to Sublessor in the same condition as of date of possession, ordinary wear and tear excepted, and upon such termination date, Sublessor shall have the right to enter and resume possession of the Leased Premises.

## **VII. ACCESS TO PREMISES**

7.1 As long as a representative of Sublessee is present and always accompanies Sublessor or Sublessors authorized representatives, Sublessor shall have the right to enter upon the Leased Premises, during business hours, for the purposes of abating nuisances or protecting the Leased Premises, inspecting the same or of making repairs, additions or alterations thereto or to the real property or to the Building located thereon.

## **VIII. ASSIGNMENT OR SUBLEASE**

8.1 Sublessee may assign or sublease any part of the Leased Premises or any right or privilege connected therewith upon Sublessor's written consent, said consent not to be unreasonably withheld.

## **IX. ALTERATIONS AND ADDITIONS**

9.1 All construction, and/or installation within the Leased Premises if and when needed by Sublessee shall be done by Sublessee at Sublessee's sole cost and expense, and shall hereinafter be referred to as "Sublessee's Work". No Sublessee's work shall be done prior to the Commencement Date. When performing Sublessee's Work, Sublessee shall do so at Sublessee's sole risk and expense and subject to the provisions of this Lease Agreement.

9.2 At least fifteen (15) days prior to commencing the Sublessee's Work, Sublessee agrees to submit to Sublessor plans and specifications ("Plans"), covering any work Sublessee desires to perform and Sublessee agrees not to commence any of such work until Sublessor has approved Sublessee's Plans in writing. Sublessor's approval shall not be unreasonably withheld.

9.3 Sublessor agrees to examine and approve or disapprove the Plans within ten (10) days after receipt of Plans and to notify Sublessee in writing when the same have been approved or disapproved and, in the event of approval, Sublessee agrees to commence Sublessee's Work promptly thereafter.

9.4 Sublessee shall notify Sublessor, in writing, upon the completion of Sublessee's Work. Sublessor may inspect Sublessee's Work to determine if such work has been completed in accordance with the approved Plans.

9.5 Any property of Sublessee located on the Leased Premises shall remain the property of Sublessee and Sublessor agrees that Sublessee shall have the right, provided Sublessee is not in default under the terms of this Lease, at any time, and from time to time, to remove any and all of its property which it may have stored or installed in the Leased Premises, including, but not limited to, furniture, fixtures, equipment, furnishings (including any partitions), alarm systems counters, shelving, mirrors, and other property. Sublessee, at its sole cost and expense, shall immediately repair any damage occasioned to the Leased Premises by reason of the removal of any such property and upon expiration or earlier termination of this Lease shall leave the Leased Premises in a neat and clean condition.

#### **X. COMPLIANCE WITH LAWS**

10.1 Sublessee will maintain the Leased Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (state, federal municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions, or occupancy of the Leased Premises. Sublessee will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, interfere with, annoy or disturb other Sublessees or Sublessor.

10.2 Sublessee shall inform Sublessor of all public events held on the Leased Premises hosted by Sublessee before the event occurs.

10.3 Sublessee shall provide literature and information to Sublessor personnel to aid in providing comprehensive services.

#### **XI. INSURANCE**

11.1 Sublessor agrees to maintain first party property coverage of the Leased Premises in the same amounts and coverages as is required in Sublessor's Underlying Lease.

11.2 Sublessee shall provide such self-insurance as it deems advisable to insure against loss of any of its property in the Leased Premises.

#### **XII. DISCLAIMER OF INDEMNITY**

12.1 Sublessee shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any other loss or claim except as results from Sublessee's sole active negligence, as determined by a court of competent jurisdiction and upon final adjudication or settlement and then not in excess of the limits of liability under the Texas Tort Claims Act.

#### **XIII. QUIET ENJOYMENT**

13.1 Sublessor hereby covenants that Sublessee, upon paying rent as herein reserved, and performing all covenants and agreements herein contained on part of Sublessee, shall and may

peacefully and quietly have, hold and enjoy the Leased Premises. Sublessor agrees to use its best efforts to protect Sublessee from interference or disturbance by other Sublessees or third persons.

#### **XIV. DESTRUCTION OF LEASED PREMISES**

14.1 If the Leased Premises are partially destroyed or otherwise made untenable in whole or in part by fire, other casualty, or for any other reason during the term of this Lease, or any holdover or renewal periods, Sublessor shall (i) commence or cause the commencement of repair of the Leased Premises to the condition it was in prior to such damage or destruction within thirty (30) days after the partial destruction, and (ii) diligently pursue or cause to be pursued the repair work in the order of priority designated by Sublessee, and (iii) complete or cause to be completed such repairs within ninety (90) days after the date of destruction. Rent for the Leased Premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Sublessee's business on the Leased Premises. If the repairs cannot be so made within ninety (90) days after the destruction, Sublessee has the option to terminate this Lease.

14.2 If the building in which the Leased Premises are located is more than fifty percent (50%) destroyed, either party may at its option, terminate the Lease whether the Leased Premises are damaged or not.

14.3 If neither party terminates under the provisions of Section 14.2, then Sublessor shall be obligated to provide written notice (the "Restoration Notice") to Sublessee within sixty (60) days of such event of casualty stating a good faith estimate, certified by an independent architect, of the period of time (the "Stated Restoration Period") which shall be required for the repair and restoration of the Leased Premises and/or the Building. Sublessee shall thereafter have the right, at its election, to terminate the Lease if either (i) the Stated Restoration Period shall be in excess of one hundred eighty (180) days following the event of casualty and Sublessee terminates this Lease with written notice thereof to Sublessor within ten (10) days following delivery of the Restoration Notice, or (ii) Sublessor shall fail to substantially complete the repair and restoration of the Leased Premises or the Building within the Stated Restoration Period (subject to delays due to Acts of God, strikes, labor disputes, or shortages of material or other causes which are agreed to by Sublessee and Sublessee delivers written notice of such termination to Sublessor within ten (10) days following the expiration of the restoration period deadline.

14.4 In the Event of fire or other casualty which prevents Sublessee from using all or part of the Leased Premises, rent shall abate in proportion to the amount of unusable area for the period which Sublessee is unable to utilize the space.

#### **XV. EFFECT OF EMINENT DOMAIN PROCEEDINGS**

15.1 Eminent domain proceedings commenced by entities which result in the condemnation of the Leased Premises herein will allow Sublessee to terminate this Lease in its entirety. If Sublessee does not terminate, Sublessee's rental for the remainder of the Lease Term shall in such case be reduced by the amount that the Leased Premises taken bears to the total rental square footage of the Building. Provided, however, if 40% or more of the Leased Premises is condemned, either Sublessor or Sublessee may terminate this Lease in its entirety. If the Lease is terminated, Sublessee and Sublessor shall each be entitled to compensation for any loss

arising from such condemnation. Sublessor and Sublessee may pursue their rights to such compensation separately.

#### **XVI. DEFAULT AND REMEDIES – SUBLESSEE'S DEFAULT**

16.1 An Event of Default in the Lease shall occur should Sublessee neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Sublessee's part to be performed or in any way observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by Sublessee of written notice of such neglect or failure except for the failure or neglect to pay any installment of rent or additional rent wherein such neglect or failure must be cured within ten (10) days after receipt by Sublessee of written notice of such neglect or failure. However, if more than thirty (30) days shall be required because of the nature of the Event of Default, Sublessee shall be allowed to cure if within said thirty (30) day period Sublessee commences and thereafter diligently proceeds to cure such event of Default. Sublessor shall notify Sublessee of any monetary default by certified or registered mail, return receipt requested through the Director of Finance, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 and Sublessor shall also provide notices of a monetary default to all parties described in Section 24.1 of this Lease in the manner prescribed by Article 24 of this Lease.

16.2 Upon default and failure of Sublessee to cure as stated above, Sublessor may terminate this Lease by written notice to Sublessee or without terminating, Sublessor may, without being obligated to do so, reenter and relet the Leased Premises or any part thereof upon the best rent and best terms possible as soon as reasonably possible and with reasonable effort on the part of Sublessor in compliance with Texas Laws.

#### **XVII. DEFAULT AND REMEDIES – SUBLESSOR'S DEFAULT**

17.1 An Event of Default shall occur should Sublessor fail to perform any of its covenants or obligations hereunder after the date of commencement of this Lease or in the instance of any of the following events:

- a. Appointment of a receiver to take possession of Sublessor's assets,
- b. Sublessor's general Assignment of assets for the benefit of creditors,
- c. Sublessor's insolvency.
- d. Sublessor's taking or suffering action under the Bankruptcy Act, which action constitutes a breach of this Lease, and said Sublessee shall have the right to (1) file an action for damages or (2) terminate this Lease; however, Sublessee shall not exercise Sublessee's right to sue for damages or to terminate unless and until (1) Sublessee gives written notice of such default (which notice shall specify the exact nature of said default with particularity and how the same may be cured) to the Sublessor, and (2) said Sublessor fails to cure or cause to be cured said default within thirty (30) days from the receipt of such notice from Sublessee. However, if more than thirty (30) days shall be required because of the nature of the Event of Default, Sublessor shall be allowed to cure if within said thirty (30) day period Sublessor commences and diligently proceeds to cure said Event of Default, but in no event shall such date extend later than sixty (60) days after the date of the Event of Default by Sublessor.

17.2 Any provision in the Lease to the contrary notwithstanding, if Sublessor fails to perform its obligations under the Lease and such failure (a) is the result of a condition within the



Sublessor's control, (b) interferes with the normal use of the Leased Premises or appurtenant parking and/or other common areas by Sublessee as allowed herein, and (c) continues for more than five (5) consecutive business days, then the rental shall be proportionately abated until such interference is eliminated or the Leased Premises are otherwise rendered tenantable again. Additionally, if such interference continues for a period of 30 or more consecutive days, then Sublessee shall have the right and option to cancel the Lease by giving written notice to Sublessor within 15 days after the end of such 30 day period."

#### **XVIII. EFFECT OF WAIVER**

18.1 Either party's waiver of a breach of one covenant or condition of this Lease is not a waiver of a breach of any other covenants or conditions, or of a subsequent breach of the one waived. Sublessor's acceptance of rent installments after a breach is not a waiver of the breach, except of a breach of the covenant to pay the rent installment or installments accepted.

#### **XIX. HOLDING OVER**

19.1 Should Sublessee hold over the Leased Premises, or any part thereof, after the expiration or termination of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this Lease until Sublessee vacates the Premises. The inclusion of the preceding sentence shall not be construed as Sublessor's consent for the Sublessee to holdover.

#### **XX. APPROPRIATIONS**

20.1 Sublessor agrees and understands that Sublessee will pay the costs of this Lease from projected grant funds, and that all obligations of Sublessee are subject to 1) award of grant funds to the City to pay the costs of this lease and 2) annual appropriation by City Council in future years, after the first six months of the Lease. Accordingly, the above provisions notwithstanding, in the event the grant funds are not available and/or Sublessee shall fail to appropriate sums to pay any of Sublessee's obligations under the terms of this Lease, and due to the unavailability and/or the failure to appropriate funds Sublessee shall not have the funds to pay such obligations, following Sublessee's failure to pay such obligations due to lack of funding as herein expressed, Sublessor shall terminate this Lease and neither Sublessor nor Sublessee shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Lease.

20.2 Sublessor acknowledges and understands that rental and other payments required to be made by Sublessee under this Lease are funds made available to Sublessee under a federal granting process by the United States Department of Labor. Sublessor agrees to abide by and follow any and all applicable laws and regulations as same may pertain to or affect this Lease as currently in effect or as may become effective during the initial term of this Lease or during any renewal or holdover term.

#### **XXI. SEVERABILITY CLAUSE AND INTERPRETATION**

21.1 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal or

unenforceable there be added as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease. Words of any gender used in this Lease 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.

## **XXII. ENTIRE AGREEMENT**

22.1 This Lease 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 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.

## **XXIII. PARTIES BOUND**

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns, except as otherwise expressly provided herein.

## **XXIV. NOTICE**

24.1 Except as otherwise provided in this Lease, any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when deposited in the United States Mail, with sufficient postage prepaid, certified or registered mail, return receipt requested, addressed to the respective party to whom notice is intended to be given at the following address:

**Sublessor:** Ella Austin Community Center  
1023 N. Pine Street  
San Antonio, Texas 78202

**Sublessee:** City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**and** Community Initiatives Department  
Attn: Director  
P.O. Box 839966  
San Antonio, Texas 78283-3966

## **XXV. COUNTERPARTS, ONE AGREEMENT**

25.1 This Lease and all other copies of this Lease, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This Lease may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **XXVI. LEGAL AUTHORITY**

26.1 The signer of this Lease for Sublessor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Lease on behalf of Sublessor and to bind Sublessor to all of the terms, conditions, provisions and obligations herein contained.

**XXVII. TEXAS LAW TO APPLY**

27.1 This Lease 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.

**AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003, to be effective on the Commencement Date set forth in Section 2.1.**

**SUBLESSOR:**

**Ella Austin Community Center  
A Texas Non-Profit Corporation**

BY: \_\_\_\_\_  
Title: Executive Director

**SUBLESSEE:**

**CITY OF SAN ANTONIO,  
A Texas Municipal Corporation**

BY: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
Yolanda Ledesma  
Acting City Clerk

**APPROVED:** \_\_\_\_\_  
City Attorney

**ATTACHMENTS:**

Exhibit "A"      Floor Plan of the Building  
Exhibit "B"      Underlying Lease between Ella Austin and the City of San Antonio

## **MEMORANDUM OF UNDERSTANDING**

Between  
**City of San Antonio,  
Department of Community Initiatives**

And  
**Goodwill Industries**

**For the  
Families SAVE IDA Program**

### **Part I: INTRODUCTION**

#### **Section 1: Parties to and Purpose of this Memorandum of Understanding:**

- A. This document serves as a Memorandum of Understanding (MOU) between the City of San Antonio, Department of Community Initiatives herein after referred to as the "City" and Goodwill Industries Program herein after referred to as "Goodwill Industries" for the Families SAVE Individual Development Account Program, hereinafter referred to as the "IDA Program."
- B. It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to provision of referrals to the City's IDA Program of eligible high school students participating in Goodwill Industries Program. This MOU serves to articulate the roles the City and Goodwill Industries will play in the provision of services to high school students and is not intended to be a binding agreement.

#### **Section 2: Period of MOU:**

Goodwill Industries Program portions of this MOU will commence upon execution and shall be effective until either party gives 90 days notice to terminate the agreement or funding becomes unavailable.

The City's IDA Program portions of this MOU are contingent upon receipt of funding from the United States Department of Health and Human Services.

### **Part II: DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

- A. Targeted population
  - Goodwill Industries program eligible employees residing in the City of San Antonio
  - Goodwill Industries program employees seeking higher education or first time home ownership.

## B. Joint Vision/Purpose

Both the City and the Goodwill Industries have a vested interest in improving the lives, welfare, and productivity of employees.

## C. Joint Responsibilities

1. All parties will actively secure and share confidential participant information and records according to applicable state and federal law, rules, regulations and waivers, including, but not limited to:
  - a. Information and referral for needed services;
  - b. Tracking Performance Based outcomes;
  - c. Active workgroup, advisory and/or planning participation; and
  - d. Fulfill individual roles as identified by this agreement.
2. Actively participate in project activities to ensure that project goals are attained.

## D. Individual Responsibilities

### 1. City's Responsibilities

The City of San Antonio will operate the IDA Program. The IDA Program staff will provide program coordination, outreach and recruitment, case management, follow-up and tracking of performance-based outcomes. The IDA Program will provide program orientation and financial literacy education.

City responsibilities under this MOU include:

- a. Coordinate resources
- b. Facilitate the partnership amongst the parties
- c. Administer the grant, including grant management, fiscal activities, oversight, and overall coordination activities
- d. Coordinating with local Goodwill Industries staff to conduct presentations for perspective IDA Program participants
- e. Provide printed materials for distribution
- f. Track monthly deposits of participants
- g. Provide monthly status reports to Goodwill Industries

### 2. Goodwill Industries' Responsibilities

The Goodwill Industries will coordinate the IDA Program with eligible employees in San Antonio.

Goodwill Industries' responsibilities under this MOU include:

- a. Coordinate with and outreach to eligible employees
- b. Distribute information

- c. Coordinate presentations and meetings with City staff and potential participants
- d. Provide basic Financial Literacy to Goodwill Industries participants upon entering the program
- e. Facilitate participants opening of accounts with specified financial institution
- f. Direct deposit from Goodwill Industries' employees weekly pay checks

### Part III: PERFORMANCE MEASUREMENT/STANDARDS

Targeted performance goals will be negotiated on a twice a year basis. Indicators to be assessed include:

- 1) Number of participants enrolled through the Goodwill Industries.
- 2) Number of participants completing Financial Literacy training within specified timeframe.
- 3) Number of participants completing Education Specific training within specified timeframe.
- 4) Number of participants drawing down funds from their Individual Development Account within specified timeframe.

AGREED On February \_\_\_\_, 2003 BETWEEN:

---

Dennis J. Campa  
Director  
City of San Antonio,  
Department of Community Initiatives

---

<<NAME>>  
Executive Director  
Goodwill Industries