

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; Finance Department; Office of Management and Budget; Environmental Services; Office of Cultural Affairs; Neighborhood Action Department; City Attorney's Office; File

SUBJECT: Authorizing the allocation and expenditure of Human Development Services Funds from various Council Districts and authorizing execution of contracts and contract amendments with various delegate agencies.

DATE: April 15, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the allocation and expenditure of Human Development Services Funds (HDSF) from various Council Districts in the amount of \$500 to Catholic Charities, Retired and Senior Volunteer Program; \$500 to Catholic Charities, Foster Grandparent Program; \$23,500 to Communities in Schools; \$7,000 to Magik Theatre, and \$62,000 to San Antonio Education Partnership. This ordinance also authorizes the execution of contracts and contract amendments with the above-mentioned agencies.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

Catholic Charities' Retired and Senior Volunteer Program (RSVP) provides participants who are 55 years of age and older the opportunity to volunteer in community service activities in San Antonio. Volunteers tutor children, build homes for low-income families, and teach computer classes. In Fiscal Year 2004, RSVP received \$52,895 through the General Fund delegate agency process plus \$5,500 in HDSF from Council Districts 1, 2, 3, 4, 6, 8, and 10 and an additional \$500 in HDSF has been allocated from Council District 7. Through these funds, RSVP will support recognition events for 1,600 volunteers providing approximately 600,600 volunteer hours per year. This action amends their Fiscal Year 2004 delegate agency contract for a total contract amount of \$58,895.

Catholic Charities' Foster Grandparent Program provides volunteer opportunities in community service activities to low-income persons aged 60 and over. They offer services to children with exceptional or special needs to achieve improved physical, mental, emotional, behavioral, developmental, and educational goals. The program also provides a stipend and other benefits that enable the eligible participants to volunteer as Foster Grandparents without cost to them. In Fiscal Year 2004, the Foster Grandparent Program received \$27,812 through the General Fund delegate agency process plus \$3,500 in HDSF from Council Districts 3, 4, 6, and 8 and an additional \$500 in HDSF has been allocated from Council District 5. Through these funds, the Foster Grandparent Program will support recognition events for 120 Foster Grandparents providing approximately 124,000 volunteer hours per year. This action amends their Fiscal Year 2004 delegate agency contract for a total contract amount of \$31,812.

Communities in Schools of San Antonio (CIS) connects schools with community resources in order to help young people successfully learn, stay in school and prepare for life. CIS is a community facilitator, which brings a wide range of resources into the schools to provide urgently needed supports for at-risk youth and their families. Through HDSF, CIS received \$26,500 from Council Districts 1, 2, and 6 and an additional \$23,500 in HDSF has been allocated from Council Districts 3, 4, 7, and 10. Support from HDSF is providing CIS services in public schools in San Antonio Independent School District, Edgewood Independent School District, Northside Independent School District, Harlandale Independent School District, South San Antonio Independent School District, and the Bexar County Juvenile Justice Academy. This action amends their current Fiscal Year 2004 HDSF contract for a total contract amount of \$50,000. Attachment A provides a comprehensive list of public schools served by the HDSF allocation to CIS.

The Magik Theatre offers a variety of professional theater and educational programs that includes productions for children and adults, touring productions, in-school workshops, youth theatre, a year-round after-school program, scholarships, internships, volunteer opportunities and Tickets for Literacy. For Fiscal Year 2004, \$35,500 in HDSF was allocated to Magik Theatre's *Tickets for Literacy* program to provide 7,100 tickets to low-income children in Council Districts 1, 3, 4, 6, 7, 8, 9, and 10 and an additional \$7,000 in HDSF has been allocated from Council Districts 2 and 5 to provide an additional 1,400 tickets. The *Tickets for Literacy* program plans its productions based on local school districts' required reading lists and provides tickets to children who cannot afford to attend. The Office of Cultural Affairs will manage and monitor this contract in Fiscal Year 2004.

For Fiscal Year 2003, Council District 9 allocated HDSF funding to North East Independent School District and Alamo Heights Independent School District for 14 scholarships to graduating seniors. Councilmember Schubert wishes to continue this support and allocate HDSF in the amount of \$62,000. Thirty-one scholarships will be available for graduating seniors from Churchill High School, Reagan High School and Alamo Heights High School.

POLICY ANALYSIS

The Fiscal Year 2004 Adopted Budget established the City Council HDSF. Ordinance No. 96958, passed and approved on December 19, 2002, adopted the Fiscal Year 2003 HDSF guidelines, which provides eligibility criteria and specific description on the types of organizations and investments that may receive HDSF. Ordinance No. 97567 passed and

approved on May 1, 2003 amended the guidelines. Attachment B further describes the intent and purpose of the HDSF and specifies eligibility criteria for programs.

FISCAL IMPACT

This ordinance authorizes the expenditure of Human Development Services Funds from specified Council Districts and has no additional General Fund impact. Attachment C provides the council district allocations per agency.

COORDINATION

The Department of Community Initiatives has coordinated these allocations and contracts with Office of Cultural Affairs, City Attorney's Office, Office of Management and Budget, Finance Department, and the offices of Council Districts 2, 3, 4, 5, 7, 9, and 10.

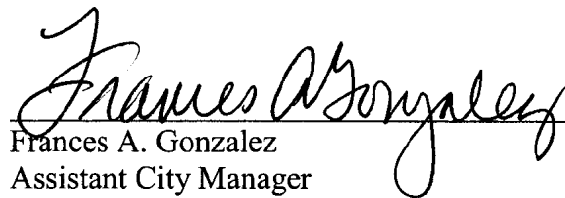
SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is included for each agency.

Attachments: Attachment A: Summary of CIS Public Schools by Council District
Attachment B: Fiscal Year 2003 HDSF Guidelines
Attachment C: 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

CIS-SA PROGRAM SITES – 2003-2004
by City Council District

DIST. 2
Joel Williams

Cameron EI (*SA/ISD*)
 Davis MS
 Miller EI
 Pickett Academy
 Washington EI
 Wheatley MS

DIST. 3
Ron Segovia

Adams EI (*Harlandale ISD*)
 Harlandale HS
 Harlandale MS
 McCollum HS
 Tejeda Academy

DIST. 4
Richard Perez

Five Palms EI (*South San*)
 Kindred EI
 Price EI
 Shepard MS
 South San Alternative
 South San HS

Westwood Terrace EI (*Northside ISD*)

DIST. 5
Patti Radle

Athens EI (*South San*)
 Dwight MS
 South San Academy

Cenizo Park EI (*Edgewood ISD*)
 Garcia MS
 Kennedy HS
 Loma Park EI
 Memorial HS
 Truman MS

Brentwood MS (*SA/ISD*)
 Briscoe
 Cooper MS
 Harris MS

DIST. 6
Enrique Barrera

Cable EI (*Northside ISD*)
 Jay HS
 Jones MS

Comp. Base HS (*Edgewood ISD*)
 Gonzalez EI
 Perales EI
 Wrenn JH

DIST. 7
Julián Castro

Johnson EI (*Edgewood ISD*)

All Districts- Bexar County Juvenile Justice Academy serves expelled students throughout Bexar County

Bexar County

Harmony Elementary (East Central ISD)

FY 2003 Human Development Services Fund Guidelines

I. Background

The City Council Human Development Services Fund (HDSF) was originally established in FY2002 which included \$700,000.00. Funds previously budgeted in the Department of Community Initiatives (DCI) for City Council district senior services programs and One-Time Council Projects were consolidated into one category to form the HDSF.

II. Overview

The FY 2003 Adopted Budget continues the HDSF. Each City Council District received \$120,000.00 for FY 2003 plus all prior year(s) outstanding balances remaining in the HDSF account for each City Council District. Attachment "A" details the carry forward amount for FY 2002 HDSF for each City Council District. During FY 2003, Council Members will be provided balance updates on a monthly basis.

III. Public Purpose

1. All projects and services funded from HDSF must advance a municipal public purpose set forth herein, and be open to members of the public who meet eligibility requirements for the projects or services.
2. A primary objective of City to service providers is to provide funds allowing a supported service provider to leverage additional funding from other sources to accomplish the service provider's objectives consistent with the City Council's budget priorities.
3. Proposed services should be targeted at a clearly defined population and/or geographic area(s) and should address quantifiable participant outcomes compatible with priorities defined by the City Council.
4. City Council finds that a public purpose of the City is served by the disbursement of HDSF funds for the following expenditures:
 - A. Community recreation expenditures that include: program operations, sports and recreation events and equipment, office equipment, telecommunications and supplies supporting sports/recreation programs, kitchen equipment for the Comprehensive Nutrition Program sites, photo equipment and supplies for sports/recreations programs, vehicles, auto insurance and equipment supporting sports/recreation programs, award ceremonies and recognitions.
 - B. Education and training expenditures that include: educational events, educational equipment and supplies, vehicles and auto insurance supporting educational programs, program operations, Individual Development Account (IDA) expenditures made in accordance with all federal law, scholarships for higher education to non-profit

organizations and governmental entities, including promotion of high school completion and drop out prevention strategies for the youth of San Antonio, child care for parents attending training and child care quality improvement initiatives, after school programs, the City's Summer Challenge Program, and sponsoring citizens of San Antonio to attend youth and leadership development conferences as representatives of the City of San Antonio.

- C. Neighborhood revitalization expenditures that include: graffiti abatement and neighborhood cleanup on public property or as part of official City program, and efforts that strengthen neighborhood involvement.
- D. Health and safety expenditures that include: emergency assistance for needy or in times of crisis, public health projects including sewer connection projects that are designated as a significant public health risk by the San Antonio Metropolitan Health District.
- E. Welfare expenditures that include: expenditures for direct childcare programs meeting the specific criteria set forth for match guidelines in the Childcare Development Block Grant at 45 CFR 98, 99, Individual Development Account (IDA) expenditures made in accordance with all federal law, and Volunteer Income Tax Assistance (VITA) open and free to the public whereby an agency assists citizens in preparing and filing their income taxes and introduces and connects them to other financial security initiatives.

The municipal public purpose that is served by the award of such expenditures is to: 1) support community recreation to youth, elderly, low income and disabled persons, 2) provide education and training for the community 3) provide neighborhood revitalization for the community 4) promote the professional needs of the City, 5) prepare the workforce for productive employment 6) prevent homelessness 7) promote family, social and economic stability or 8) promote the health, safety and welfare of the community.

IV. Implementing Actions

1. For projects to be implemented by City staff through a City of San Antonio Department, direct expenditures will be made out of the appropriate City Council District's allocation.
2. For projects involving an outside service provider or organization, prior to the allocation of City funds, the service provider or organization will be required to execute a contract with the City, utilizing a form approved by the City Attorney, establishing the terms and conditions for expenditure of the funds.
3. The Director of the Department of Community Initiatives, or his designee, is authorized to expend monies from HDSF in accordance with these Guidelines and with the project selections made by each Council Member so long as the project amount is \$10,000.00 or less. The City Manager or her designee is authorized to expend monies from HDSF in accordance with these Guidelines and with the project selections made by each Council Member so long as the project amount is greater than \$10,000.00 and \$25,000.00 or less. Any contract/allocation proposed for the service provider in excess of \$25,000.00 must first be approved by City Council before award of the funds, execution of the contract or commencement of services.

4. Service Providers using HDSF for one-time events and/or purchases will be required to provide receipts or invoices to DCI staff prior to disbursement of funds. Delegate Agency contracts will operate on a cost reimbursement basis.
5. Service Providers must be in existence for one year or more to receive HDSF in excess of \$10,000.00 for the period October 1, 2002 through September 30, 2003. The service provider must have been in operation and providing the services for which funding is requested for a minimum of one year on the first day of January prior to the fiscal year which assistance from the City is requested (i.e. January 1, 2002 for FY 2003). HDSF allocated to service providers operating for less than one year cannot total more than 50% of the service providers total budget.
6. Each calendar quarter during the City's fiscal year, DCI shall report to the City Council and the City Managers Office all HDSF expenditures that have been made during that calendar quarter.

V. Project Selection Coordinating Actions

1. Awards to service providers and organizations will be coordinated and monitored by DCI with assistance provided by the Office of Management & Budget and the City Attorney's Office.
2. DCI will collect and maintain receipts and invoices for funds utilized for a one-time event or purchase. For on-going operating expenses, DCI will utilize the Delegate Agency monitoring process whereby service providers will be required to submit a statement of work and budget with DCI approval of these. DCI performs program or fiscal monitoring of all Delegate Agencies on a monthly basis.
3. Persons making requests of HDSF should complete a *City of San Antonio Request for Human Development Services Funds Form* (Attachment "B" and available for download on the City's website at www.sanantonio.gov/rfp) and submit this form to their Council District Office. City Council members may either provide a comprehensive list of projects to be funded with each district's Human Development Services Fund allocation or may inform staff of individual project selection throughout the fiscal year by forwarding the *City of San Antonio Request for Human Development Services Funds Form* and a memorandum from the Council Member authorizing the allocation to the Director of the Department of Community Initiatives authorizing the expenditure.

VI. Timeline for Contracts and Payment

Week 1 DCI receives authorization from Council Member and determines whether the expenditure is allowable and the availability of funds.

Week 2 City Attorney's Office drafts and approves contract. DCI staff enter the contract into ECMS database, contact agency and get contract signed by the service provider. (The service provider is required to sign a contract in a form prescribed by the City agreeing, among other things, to utilize the funds for the purpose stated in said

contract and in compliance with these standards).

Week 3 DCI staff reviews and City Attorney's Office approves the form of the contract.

Week 4 DCI distributes copies of the contract and sends Request for Payment to Finance for one-time events and purchases. For service contracts, the Delegate Agency Contract is on a cost-reimbursement basis, therefore, DCI will request an invoice from the service provider as back up documentation for the Request for Payment.

Finance Department prepares check and mails to the service provider.

Note: Cumulative purchases of any kind for the same program from any one service provider that exceeds \$25,000.00 will require Council action, which will add two more weeks to the timeline.

Timeline for internal City of San Antonio projects will be two weeks.

VII. Limitations

1. HDSF should be used to support a one-time program or service.
2. It is requested that Council Members make each allocation larger than \$500.00 due to the cost to the City of initiating a contractual relationship.
3. When a service provider requests funds to purchase equipment, the allocation shall cover the entire cost of the equipment.
4. When feasible, Council Members are encouraged to invest in services that have been competitively procured by the Department of Community Initiatives in its annual Delegate Agency Request for Proposal process.
5. If a Councilperson desires to seek HDSF funding from other Council Districts, for a particular project, he must submit a six signature memorandum for the matter to be placed on the City Council Agenda for consideration, and approval, whether or not the expenditure is collectively less than \$25,000.00.
6. Exceptions – HDSF may not be used for the following:
 - *Any sectarian or religious facility or activity*
 - *Services which are primarily commercial.*
 - *Programs devoted primarily to the political advocacy of special causes.*
 - *Permanent improvements to any non-city owned structure or property.*
 - *Expenditures for the primary benefit of an individual.*
 - *Services and/or product must not be subject to any proprietary interest.*
7. When disbursements are made to non-City of San Antonio departments and organizations, they should be made to a legal organization and not to an individual.

8. A Government entity may only request HDSF for projects for which it is not responsible to carry out under its own charter or mandates. HDSF should not be provided to other governmental entities for carrying out their functions except for joint projects where City programs are also involved. (Example: HDSF cannot be expended to purchase materials directly for a school district for student instruction during normal school hours).

VIII. Eligibility

The following eligibility criteria are applicable to all service providers that receive funding support from the HDSF:

The service provider must be a provider of services that principally address community needs of the people of the City of San Antonio.

1. Types of Entities

- A. Non-Profit Organizations must show proof of having filed as a not-for-profit corporation (tax exempt status as determined by the IRS under section 501(c)(3) of the Internal Revenue Code) or be an affiliate of a corporation having a not-for-profit charter elsewhere in Texas or in the United States. Additionally, the service provider must show proof of exemption from franchise taxes by the State Comptroller.
- B. Faith Based Organizations are any organizations that are religiously oriented, regardless of whether or not religious activities are their primary function. This can include houses of worship, congregations, private schools, hospitals, thrift stores, or any other organization whose mission is based on religious principles. All services, programs and events funded by HDSF and provided by faith-based organizations must be open to and used by the public.
- C. Neighborhood Association or other legally formed organization with its purpose defined as serving the community. The City may not contract with individuals for HDSF.
- D. Governmental Entity means a municipality, county, school district, or other political subdivision of the State of Texas.

Please contact Dennis Campa, Director of the Department of Community Initiatives, at 207-7209 or Louis A. Lendman, Director of Management & Budget, at 207-2049 should you have any questions regarding the Human Development Services Fund.

AN ORDINANCE

AUTHORIZING THE ALLOCATION AND EXPENDITURE OF HUMAN DEVELOPMENT SERVICES FUNDS IN THE AMOUNT OF \$83,500.00 AS FOLLOWS: \$23,500.00 COMMUNITIES IN SCHOOLS OF SAN ANTONIO; \$500.00 TO CATHOLIC CHARITIES, ARCHDIOCESE OF SAN ANTONIO, INC. FOR THE RETIRED AND SENIOR VOLUNTEER PROGRAM; \$500.00 CATHOLIC CHARITIES, ARCHDIOCESE OF SAN ANTONIO, INC. FOR THE FOSTER GRANDPARENT PROGRAM; \$7,000.00 TO MAGIK THEATRE; AND \$52,000.00 TO NORTH EAST INDEPENDENT SCHOOL DISTRICT IN CONNECTION WITH THE PROVISION OF HUMAN DEVELOPMENT SERVICES; AND AUTHORIZING THE EXECUTION OF CONTRACT AMENDMENTS WITH CATHOLIC CHARITIES, ARCHDIOCESE OF SAN ANTONIO, INC., COMMUNITIES IN SCHOOLS OF SAN ANTONIO, AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH MAGIK THEATRE IN CONNECTION WITH THE EXPENDITURE OF SAID FUNDS.

* * * * *

WHEREAS, through Ordinance No. 96958, passed and approved on December 19, 2002, the City Council adopted human development guidelines to be followed for the expenditure of human development funds for projects that are open to members of the public who meet certain eligibility requirements; and

WHEREAS, pursuant to Ordinance No. 98181, passed and approved on September 18, 2003, the City Council adopted the FY04 Operating Budget providing Human Development Services Funds to the Mayor and each of the Councilmembers; and

WHEREAS, the organizations receiving said funds provide human development related services in the priority areas of: youth development and community recreation; **NOW THEREFORE:**

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

SECTION 1. The budget in Fund 11-000000 (General Fund) in the following index Codes is authorized for reduction by the following amounts:

Index Codes	Council District	Catholic Charities- RSVP	Catholic Charities Foster Grand Parent	Communities In Schools	Magik Theatre	North East Independent School District
724831	2	-	-	-	2,000	-
724971	3	-	-	12,000	-	-
725119	4	-	-	6,000	-	-
725259	5	-	500	-	5,000	-
725531	7	500	-	3,000	-	-
725812	9	-	-	-	-	52,000
725952	10	-	-	2,500	-	-
Total		500	500	23,500	7,000	52,000

SECTION 2

The amount of \$500.00 is authorized for appropriation and encumbrance in Fund 11-000000 in Index Code 493882 entitled "Catholic Charities-RSVP" and are authorized payable to Catholic Charities-RSVP.

The amount of \$500.00 is authorized for appropriation and encumbrance in Fund 11-000000 in Index Code 493890 entitled "Catholic Charities-Foster Grandparent Program" and are authorized payable to Catholic Charities-Foster Grandparent Program.

The amount of \$23,500.00 is authorized for appropriation and encumbrance in Fund 11-000000 in Index Code 629055 entitled "Communities in Schools" and are authorized payable to Communities in Schools.

The amount of \$7,000.00 is authorized for appropriation and encumbrance in Fund 11-000000 in Index Code 493916 entitled "Magik Theatre " and are authorized payable to Magik Theatre.

The amount of \$52,000.00 is authorized for appropriation and encumbrance in Fund 11-000000 in Index Code XXXXXX entitled "NESD-CD9 2004 Scholarships: and are authorized payable to North East Independent School District.

SECTION 3. The City Manager, or her designee or the Director of the Department of Community Initiatives is authorized to execute contract amendments with the following entities for the amounts and the public purposes stated therein:

Catholic Charities, Archdiocese of San Antonio, Inc. for the Foster Grandparent Program – to support community recreation to youth, elderly, low income and disabled persons	\$500.00
Catholic Charities, Archdiocese of San Antonio, Inc. for the Retired and Senior Volunteer Program – to support community recreation to youth, elderly, low income and disabled persons	\$500.00
Communities in Schools of San Antonio to provide education and training for the community	\$20,500.00

A copy of said amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 4. The City Manager, or her designee or the Director of the Department of Community Initiatives is authorized to execute a contract with the following entities for the amounts and the public purposes stated therein:

Magik Theatre to provide education and training for the community	\$7,000.00
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A copy of said contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment II.

North East Independent School District to provide scholarships for higher education	\$52,000.00
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A copy of said contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment III.

SECTION 5. The City Manager, or her designee or the Director of the Department of Community Initiatives is authorized to execute an amendment of said contracts and contract amendments when additional monies increases funding not exceeding twenty-five percent (25%) of the total contract or \$25,000, whichever is the lesser amount provided the cumulative total of all amendments increasing contract funding during the term of the contract shall not exceed the foregoing amount.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Index Codes and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective on and after the tenth (10th) day after passage hereof.

PASSED AND APPROVED this _____ day of _____, 2004.

M A Y O R

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ECMS# _____

AMENDMENT TO DELEGATE AGENCY CONTRACT

This amendment of the (agency name), Delegate Agency Contract ("this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and (agency name) (hereinafter referred to as "Contractor") acting by and through its Chief Executive Officer.

WHEREAS, the City of San Antonio presently subcontracts with Contractor to operate the (program name) pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on _____, 2004 pursuant to Ordinance No. _____; and

WHEREAS, the City has allocated \$_____ from its **FY04** City Council District 1 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 2 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 3 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 4 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 5 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 6 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 7 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 8 Human Development Services Fund Budget, \$_____ from its **FY04** City Council District 9 Human Development Services Fund Budget, and \$_____ from its **FY04** City Council District 10 Human Development Services Fund Budget for Human Development related services; and

WHEREAS, pursuant to Ordinance No. _____, the City Council of the City of San Antonio authorized the expenditure of \$.00 (additional dollars only) for the provision of operating expenses in connection with the _____ Program; and

WHEREAS, the City now desires to amend the Contract with Contractor so the above described funds may be utilized by the Contractor to perform additional services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. Section 3 is hereby amended as follows:

In consideration, the City will reimburse Contractor for expenses incurred in accordance with the budget approved by City Council in Ordinance No. _____. It is specifically agreed that reimbursement hereunder shall not exceed the amount of \$00.00. (total contract amount)

2. The documents entitled Balanced Scorecard Performance Plan (amended) and Budget (amended) attached hereto and incorporated herein as Attachment I, will hereby supercede the Balanced Scorecard Performance Plan and Budget contained as Attachment I in the Contract and all references in the Contract to "Balanced Scorecard Performance Plan and Budget" will now refer to the attached Balanced Scorecard Performance Plan (amended) and Budget (amended).
3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.
4. The signer of this Amendment for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

Executed this the _____ day of _____, 2004.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

Agency name

address

San Antonio, Texas 78

Dennis J. Campa, Director
Department of Community Initiatives

By: Executive Director

Date: _____

Date: _____

Board President

Date: _____

APPROVED AS TO FORM:

City Attorney

ECMS # 15028

**AGREEMENT TO USE FUNDS
of the City of San Antonio**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("CITY") acting by and through its City Manager, pursuant to Ordinance No. 98181 passed and approved on the 18th day of September 2003, and the Magik Theatre, ("Recipient") by and through its contact person, Richard Rosen; WITNESSETH:

WHEREAS, Recipient is headquartered in Bexar County, Texas, with a mailing address at 420 S. Alamo, San Antonio, Texas 78205; and

WHEREAS, Recipient has submitted a \$7,000.00 request to the City to support Tickets for Literacy Project which provides educational activities for underprivileged children and youth residing in the City of San Antonio; and

WHEREAS, pursuant to Ordinance No. 96958, passed and approved on December 19, 2002, the City Council adopted human development guidelines that authorized the expenditure of human development funds for educational events for the benefit of the citizens of San Antonio; and

WHEREAS, pursuant to said ordinance, the City Council has found that such expenditures serve a municipal purpose by providing education to the community; and

WHEREAS the City has allocated \$2,000.00 from the **FY04 District 2 Human Development Services Fund** budget, \$5,000.00 from the **FY04 District 5 Human Development Services Fund** budget for the above-described expenditures which are for human development service-related purposes; **NOW THEREFORE**:

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio and to support education which is the goal of both parties hereto, the parties hereto agree as follows:

1. In consideration of the payment of the sum of \$ 7,000.00 to Recipient by the City, Recipient agrees to spend these funds only for the Tickets for Literacy Project which provides educational activities for underprivileged children and youth residing in the City of San Antonio. Recipient agrees to provide City with invoices to support the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures.
2. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the City or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this Agreement.
3. This Agreement will commence immediately upon execution hereof upon authorization of the above mentioned Ordinance.

4. Any literature, signs, or print advertising of any type appearing on any medium which refers to or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."
5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
6. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof, Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or September 30, 2004, whichever occurs earlier.
7. 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.

8. **INSURANCE**

RECIPIENT shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this AGREEMENT, RECIPIENT will attach a waiver of subrogation in favor of the CITY.

RECIPIENT shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the CITY be required to maintain any insurance coverage for RECIPIENT.

9. **INDEMNITY**

Any and all of the employees of the **RECIPIENT**, wherever located, while engaged in the performance of any work required by the **CITY** under this **AGREEMENT** shall be considered employees of the **RECIPIENT** only, and not of the **CITY**, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the **RECIPIENT**

The **RECIPIENT** indemnifies, saves, and holds harmless the **CITY** against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

10. Recipient 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.

11. If any provision of this agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
12. The signer of this Agreement for Recipient represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS OF WHICH this Agreement has been executed on this the ____ day of _____, 2004.

CITY OF SAN ANTONIO

Magik Theatre

By: _____
Dennis J. Campa
Director
Department of Community Initiatives

By: _____
Richard Rosen
Executive Director

Approved as to Form: _____
Assistant City Attorney

ECMS# _____

**AGREEMENT TO USE FUNDS
of the City of San Antonio**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("CITY") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2003, and the _____, ("Recipient") by and through its contact person, _____;
WITNESSETH:

WHEREAS, Recipient is a (PUT NON-PROFIT ORGANIZATION OR GOVERNMENTAL ENTITY) headquartered in Bexar County, Texas, with a mailing address at _____, San Antonio, Texas _____; and

WHEREAS, Recipient has submitted a request for Human Development Service Funds to the City requesting assistance in securing **WHOLE DOLLAR AMOUNT** to pay for scholarships for _____ in connection with its _____ program; and

WHEREAS, pursuant to Ordinance No. 96958, passed and approved on December 19, 2002, the City Council adopted human development guidelines that authorized the expenditure of human development funds for scholarships for higher education to non-profit organizations and governmental entities including the promotion of high school completion and drop out prevention strategies for the youth of San Antonio; and

WHEREAS, pursuant to said ordinance, the City Council has found that such expenditures serve a municipal purpose by promoting the professional needs of the City and preparing the workforce for productive employment; 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, and \$ _____ from the **FY04 District 10 Human Development Services Fund** budget for the above-described expenditures which are for human development service-related purposes; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio and to promote the professional needs of the City and to prepare the workforce for productive employment, the parties hereto agree as follows:

1. In consideration of the payment of the sum of \$ _____ to Recipient by the City, Recipient agrees to spend these funds only for the _____ program which provides scholarships to the _____ of the City of San Antonio meeting the following criteria:
 - a. _____.
 - b. _____.
 - c. _____.
 - d. _____.
 - e. _____.
2. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the City or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this contract.
3. This Agreement will commence immediately upon execution hereof upon authorization of the above mentioned Ordinance.
4. Any literature, signs, or print advertising of any type appearing on any medium which refers to or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."
5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
6. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof, Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or September 30, 2004, whichever occurs earlier.
7. 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.
8. If any provision of this agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

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

IN WITNESS OF WHICH this Agreement has been executed on this the ____ day of _____, 2004.

CITY OF SAN ANTONIO

By: _____
Dennis J. Campa
Director

By: _____

Name of Signor
Title

Approved as to Form: _____
City Attorney