

AN ORDINANCE **2010-02-11-0106**

**AUTHORIZING A CONTRACT WITH THE SAN ANTONIO EDUCATION PARTNERSHIP FOR UP TO \$500,000.00 ANNUALLY FOR THE OPERATION AND MANAGEMENT OF THE COLLEGE ACCESS AND OPPORTUNITY CENTER FROM MARCH 1, 2010 TO SEPTEMBER 30, 2011, WITH TWO ONE-YEAR RENEWAL OPTIONS.**

\* \* \* \* \*

**WHEREAS**, college graduates and those that are highly skilled help to create and sustain an economically, socially, and culturally vibrant community; and

**WHEREAS**, the U. S. Department of Labor estimates that over their lifetime college graduates earn up to \$1 million more than high school graduates; and

**WHEREAS**, working with local high schools, colleges and universities, the College Access & Opportunity Center will seek to grow the number of San Antonio students enrolling in college to 150,000 over five years; and

**WHEREAS**, the selected respondent will provide college access services to San Antonio students in collaboration with a network of educational and non-profit entities; and

**WHEREAS**, services will include college recruiting, college counseling, Scholastic Aptitude Test (SAT)/American College Testing (ACT) preparation, assistance in completing the Free application for Federal Student Aid (FAFSA) forms, assistance securing scholarships and financial aid and web-based access to services; and

**WHEREAS**, all San Antonio High School students and their parents will be eligible for services; and

**WHEREAS**, based upon the foregoing, the City Council hereby finds and determines that the development and operation of a College Access & Opportunity Center to provide services as described herein is an integral part of the City's community initiatives, as such will serve a valid and necessary public purpose of the City, and is therefore in the best interests of the City, and

**WHEREAS**, by entering into an operating agreement, the City shall have adequate control of the College Access & Opportunity Center and ensure that its public purpose and objectives are accomplished; **NOW THEREFORE:**

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

**SECTION 1.** The recitations, findings and determinations set forth in the preamble of this Ordinance are hereby incorporated into and made a part of the body of this Ordinance for all purposes.

**SECTION 2.** The City Manager or her designee, or the Director of the Community Initiatives Department or her designee is hereby authorized to negotiate and execute a contract, as first reviewed and approved by the City Attorney's Office, with the San Antonio Education Partnership for up to \$500,000.00 annually for the operation and management of the College Access and Opportunity Center from March 1, 2010 to September 30, 2011, with two one-year renewal options. The specific services to be provided by the San Antonio Education Partnership are set forth in **Attachment I**, attached hereto and incorporated herein for all purposes. Said services shall be incorporated into the contract template attached hereto and incorporated herein for all purposes as **Attachment II**.

**SECTION 3.** Funding in the amount of \$500,000.00 for this ordinance is available in Fund 11001000, Cost Center 3816070001, General Ledger 5201040, as part of the Fiscal Year 2010 Budget.

**SECTION 4.** Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

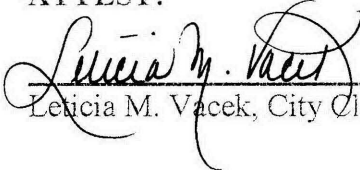
**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

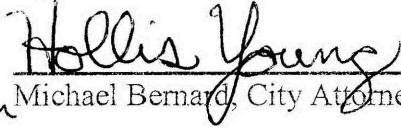
PASSED AND APPROVED this 11<sup>th</sup> day of February, 2010.

  
M A Y O R  
Julián Castro

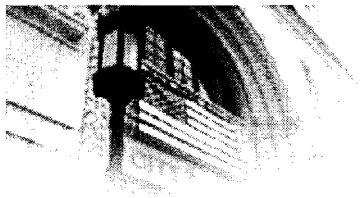
ATTEST:

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

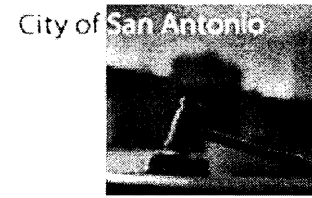
APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Michael Bernard, City Attorney





Request for  
**COUNCIL**  
ACTION



## Agenda Voting Results - 4

<b>Name:</b>	4						
<b>Date:</b>	02/11/2010						
<b>Time:</b>	10:16:41 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a contract with the San Antonio Education Partnership for up to \$500,000.00 annually for the operation and management of the College Access and Opportunity Center from March 1, 2010 to September 30, 2011, with two one-year renewal options. [Peter Zaroni, Interim Assistant City Manager; Cindy Schoenmakers, Interim Director, Community Initiatives]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**Attachment I****RFP ATTACHMENT A, PART FOUR  
PROPOSED PLAN****1. Operating Plan –**

A. Describe the proposed plan to start up and conduct operations for College Access & Opportunity Center services as identified in Scope of Services:

- a) Describe detailed timeline and schedule of events/tasks necessary for dedicated service center to be operational.

Immediately following RFP award, Education Partnership will serve as a college access clearinghouse for the multiple resources available to students and their families throughout San Antonio and Bexar County. A collaborative consisting of educational institutions and non-profit agencies have worked together in the development of this proposal. The collaborative consists of: 1) members of the Higher Education Council of San Antonio (UTSA, OLLU, Incarnate Word, Wayland Baptist, Trinity, Northwest Vista, St. Mary's, Southwestern Baptist Theological Seminary, Palo Alto, UTHSC, Texas A&M, Universidad Autonoma Guadalajara, Alamo Colleges, St. Philip's, Baptist Univ. of the Americas, Northeast Lakeview, Oblate School of Theology, Institute of Texan Cultures, Universidad Nacional Autonoma de Mexico, and San Antonio College); and 2) Adelante!, KLRN, and Goodwill San Antonio. The following timeline and schedule of events are proposed.

**Year 1: Phase 1 - March 2010 – September 2010**

Of immediate concern to the Education Partnership and collaborative members is the need to work with the high school students and parents from the upcoming graduating class of 2010. Development of the College Access Center will take several months. Given the schedule to allocate funds by March 2010, Education Partnership and the collaborative developed a two (2) phase plan for Year 1 to ensure availability of proposed programs and services for the upcoming graduating class of 2010 during the spring – a critical education planning time for these graduates.

Phase I services begin March 2010 through September 2010. During this time, Education Partnership will:

1. Work with the collaborative to develop (i.e. identify, design space, finalize facility plan, etc.) the proposed College Access Center for operation by October 1, 2010. Education Partnership and a local real estate broker have identified several prospective buildings as candidates for the proposed College Access Center with considerations of parking availability, safety, security, accessible bus routes, and location to downtown.

2. Host a minimum of two (2) "Super College Saturdays." Education Partnership and the collaborative will hold a minimum of two (2) "Super College Saturdays" in the spring and summer of 2010 directed toward parents and students of San Antonio's high school class of 2010. Strategically hosted in the City and with the assistance of collaborating colleges and universities, and local organizations, the events will assist students with finalizing their college applications and completing their financial aid applications.

These events will also include workshops ("Getting Ready For College", "How To Get Financial Aid", etc.) in the morning with one-on-one assistance (on-line submission of college applications and financial aid forms) in the afternoon. The individual advising sessions will also assist the student/parent in completing the Free Application for Federal Student Aid (FAFSA) – a critical form needed to apply for financial aid.

3. Develop College Access Center website and link to collaborative.

In March 2010, the Education Partnership and the collaborators' websites will "flash" notification of two (2) "Super College Saturdays" scheduled in the spring and summer to assist the class of 2010 high school seniors.

The College Access Center's website will be student-focused. The Henry J. Kaiser Family Foundation studied teen's use of the internet in their daily life. Students between the ages of 15-17 are using the internet instead of their local library as a research tool. Over 94% of teens research school work on-line while about 80% get their news, download music and play games on the internet. The College Access Center's website will have interactive components, blogging, educational tools, resources, and links to collaborators' sites. The College Access Center will also create accounts on social networks such as Facebook and My Space to fit the students' current communication mediums.

The new College Access Center's website will be developed with links to resources on local colleges and universities, college planning, financial aid, and career planning. Interactive webinars will be featured. The clearinghouse of resources will include youth and family social service organizations (example: Family Service Association, United Way, and Department of Community Initiatives). The website will also include links to national resources such as Sallie Mae, Federal Family Education Loan Program, College Board, ACT test information, U.S. Department of Education, and KnowHow2Go. During this period, various college, financial aid, and career webinars will be developed and added to the website.

4. Hire Key Staff

Four (4) key staff persons will be hired: College Access Center Coordinator, Intake Specialist, Information Technology Specialist, and another full-time College Access Advisor.

5. Teen Focus Group

A focus group of teens and former scholarship recipients will be formed to offer feedback on the environment, needs, and program/services offered by the Center. In addition, the group will be asked to participate in the naming of the Center.

Year 1: Phase 2 - October 2010 – September 2011

The Education Partnership foresees the College Access Center being operational effective October 2010. The grand opening of the Center will be followed by a media campaign to advertise the Center's hours, programs, services, and other resources. Tours

will be held for stakeholders (i.e. college, universities, school districts, etc.) and their key staff personnel throughout the year. Special outreach efforts will be made to community, parenting, and student groups. Meanwhile, intake, advisory, and program services will be in operation as described below.

**b) Describe proposed Operating Days and Hours of proposed center.**

The proposed "model" for the operation will include staff to accommodate student and parent schedules. The College Access Center's operating hours are as follows:

- Tuesday – Friday: 8:00 a.m. to 8:00 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.

**c) Describe Client Capacity. How many clients can Respondent serve daily?**

Clients will be served by Education Partnership staff and representatives from the various colleges, universities, and organizations. Members of the collaborative will also have "shared" office space for key personnel to conduct workshops, meet with students, etc. Visiting college and university personnel will also use this "shared" office space to make presentations, meet with students, etc.

Core staff at the center will consist of Education Partnership employees: five (5) College Access Advisors and two (2) Transition Coaches who are estimated to conduct up to five (5) one-on-one hourly sessions with students/parents daily during their shifts. An estimated 200 students can be assisted during a typical week in one-on-one hourly sessions. College Access Advisors and Transition Coaches will also be responsible for data input, tracking, and follow-up with their clients.

A majority of the staff are bilingual.

**d) Describe Services offered in addition to the required services as described in this RFP.**

The Access Center will offer services specifically targeted to the client:

**High School Students and Parents**

College Access Advisors and Transition Coaches will meet one-on-one with high School students and parents to assist with college access.

Researching Colleges/Universities – Students/parents will learn about local colleges/universities, their specialized programs, location, enrollment costs, who attends, graduation rates, and how to connect to colleges' websites/search engines.

College Application Assistance – Trained staff will provide guidance with on-line completion and submission of applications.

Letters of Recommendation – Students will be assisted on how to secure effective recommendation letters in a timely manner. For example, trained staff will work with the student to identify and request key persons at their school and/or in the community for letters of recommendation.

College Entrance Exam Registration and Preparation - Students will be assisted with on-line registration for required entrance exams (i.e. ACT and SAT) as well as how to access online exam preparation materials such as study guides and manuals. Information will be provided on content, test taking strategies and effective study skills.

Accuplacer – Parents/students will learn that the purpose of the ACCUPLACER test is to assess academic skills in math, English, and reading. The results are reviewed along with the student's academic performance, goals, and interests to determine future course selection.

Career Planning - Through assessment tools such as interest inventories, staff will help students investigate and determine potential careers. Students will be advised on the appropriate fields of study at the colleges to best fit their career choices.

Workshops - Education Partnership staff and collaborative staff will provide a variety of group forums/workshops in the following areas:

- Basic Information Workshops – Students and parents will learn about the different types of colleges, universities and degree programs.
- College Application Workshops – Staff will assist students and parents with understanding admissions applications, how to access the applications, and provide required information. In addition, students will have opportunities to practice via completion of mock applications.
- Essay Writing Workshops – Students will be instructed on the preparation of the college essay, writing techniques, required information, style and formats. Students will write essays and receive feedback.
- Resume Writing Workshops – Staff will instruct students on various resume templates and styles. Students will develop resumes and receive feedback.
- Test Prep Workshops – Students will learn about test formats and test-taking strategies. Practice tests, timed and un-timed, will be conducted allowing students to experience actual testing environments and to apply learned strategies and test taking skills.
- Basic Skills Review Workshops – Review of basic math, reading and writing concepts by experienced educators to promote higher scores and to reduce remedial course work.
- Portfolio Development Workshops – Students will receive instruction on how to organize and prepare a portfolio for use with college applications, during the interview process, and to supplement their resume.
- College Timeline Workshops – Staff will assist students with developing actual timelines of all the requirements and activities associated with college preparation such as admission application due dates, on-campus housing request deadlines, college entrance exams registration, test dates, and financial aid deadlines.



- College Success Skills – Students will be offered various workshops to assist with the development of essential skills for college success such as time management, study skills, note-taking, self-advocacy, relationship building with professors, campus involvement, utilizing college support services, etc.

Financial Aid Assistance – Students and parents will receive one-on-one assistance in securing critical financial resources. Moreover, they will be guided through the maze of processes:

- PIN Numbers – Applying for and attaining a Federal Student Aid Personal Identification Number (PIN) to complete the standard Free Application for Federal Student Aid (FAFSA) and access their Student Aid Report (SAR).
- FAFSA – Guidance and assistance with completing and submitting the FAFSA on the web.
- TASFA – Those ineligible for FAFSA will be assisted with the completion of the Texas Application for State Financial Aid (TASFA) accepted by colleges and universities in the State of Texas.
- EFC – Understanding the Expected Family Contribution (EFC) and its impact on their financial aid package. When necessary, staff will assist students with completing the documents required by the colleges and universities for adjustment of the EFC due to special circumstances.
- Verification – Information and assistance with completing the documentation required by the colleges and universities to award financial aid packages.
- Financial Aid Packages – Understanding the components of the award packages offered by the colleges/universities such as grants, loans, and work-study programs. In addition, staff will assist students with the acceptance process to finalize their award at their chosen college/university.
- Scholarships – Identification of scholarship sources and the completion and submission of required applications and documentation.
- Individual Development Accounts (IDA) – Explanation on the City of San Antonio's and Goodwill San Antonio's IDA program as a source of financial aid and referral to the appropriate Department of Community Initiatives personnel to set-up their IDAs.
- Identification of Other Financial Assistance – Examples such as 529s, state-sponsored higher education savings plans, and other higher education savings options.
- Volunteer Income Tax Assistance (VITA) – Partner with existing VITA preparation providers to assist students and parents with income tax preparation to facilitate their completion of the FAFSA and other financial aid resources such as scholarships and IDAs.

Financial Aid Workshops – Education Partnership staff and collaborative staff will provide a variety of group forums/workshops on financial aid:

- Financial Aid Basics – General information on the different types of financial aid available to include federal grants, loans, scholarships, work-study programs, IDAs, and other higher education savings plans.
- Free Application for Federal Student Aid (FAFSA) Basics – Understanding the documents needed to complete the application. The workshop will include filling out the FAFSA worksheet to assist in completing and submitting the actual application.

These workshops will also assist students and parents with understanding EFC (Estimated Family Contribution) and SAR (Student Aid Reports).

- Cost of A College Education – Information on the costs associated with a college education from application fees to room and board. Staff will instruct students and parents on how to analyze the costs provided by institutions of higher education and how to realistically estimate the actual amount of money needed to attend the institutions.
- Scholarships – Information on how to find legitimate scholarships and avoid scholarship scams. In addition, students will be provided with tips and strategies on how to complete award-winning scholarship applications.
- Other Higher Education Savings Plans – Information on other higher education savings plans such as IDAs, 529s, state-sponsored savings plans, family savings, etc.
- Financial Literacy – Information on such topics as budgeting for college and related expenses, avoiding unnecessary debt, selecting the right bank accounts and student-friendly credit cards.

### Middle School Students and Their Parents

Services will also be available to middle school students and their parents. The primary focus of these services will be to convey the importance of planning early for college. Information and resources will be provided to families to assist them with saving money for college through such programs as 529s, saving accounts, IDAs, and state-sponsored higher education savings plans (i.e. Texas Tomorrow Fund). Students and parents will be provided information on how students can get a head start on earning college credit and saving money through such programs as Advanced Placement and dual credit. Students will also be provided information on the academic preparation necessary to succeed in college.

The Access Center will make available various publications and online resources on college and financial aid offered by organizations such as the U.S. Department of Education, College Board, KnowHow2GO, TG (Adventures in Education), Texas Controller of Public Accounts (Get a Life), College for Texans, etc.

In addition, the middle school clients will have the opportunity to participate in the college access and financial aid workshops offered to high school students and their parents to assist with early awareness and planning.

### College Students Who Have Dropped Out – “Stop Outs”

Special outreach activities will target clients who enrolled in college upon their high school graduation but have stopped attending. These clients are referred to as “stop-outs.” The services available to these clients will focus on identifying the individual needs of the clients to facilitate their return to college. Clients will also be referred to staff, support services and resources at the various college and universities.

To assist these clients with challenges beyond the academic and financial areas, Access Center staff will provide information and referrals to the City of San Antonio and other local organizations that assist with such issues as child care, housing, elderly care, etc.

e) Describe in detail how client services will be scheduled.

Education Partnership staff and the collaborative have developed an intake model accessible to students and their parents. The facility will consist of an intake area occupied by a bilingual Intake Specialist to coordinate walk-in and scheduled clients. A College Access Center Coordinator will be responsible for overseeing the day-to-day operation and scheduling of the facility and building a network of providers and volunteers to run workshops, and assist students in computer research of colleges and financial aid. A Cyber Café will house 15 computers. College Access Advisors and Transition Coaches will have private areas to meet with students and their parents for one-on-one counseling sessions. Workshop space will accommodate groups for small forums. Shared office space will be available for local college/university representatives as well as visiting national college/university personnel.

Students and parents can call the Access Center to schedule an appointment. Walk-in and scheduled clients will complete a short intake form. After assessment by the Intake Specialist, the clients will be referred to a College Access Advisor or Transition Coach in a one-on-one session for further assessment. College Access Center Advisors and Transition Coaches will have the capacity to meet with approximately five (5) clients each daily. They will be responsible for following up with clients, scheduling workshops, inputting data, and contacting necessary referral organizations.

College/university representatives will have the opportunity to visit, counsel and advise high school and returning students on issues ranging from general application and admissions to financial aid and scholarship processes. The Access Center will host college representatives from San Antonio area colleges and universities via existing networks and relationships. State and national institutions will be provided scheduled access to the Access Center through such networks and organizations as the American Association of Collegiate Registrars and Admissions Officers (AACRAO), National Association of College Admissions Counseling (NACAC), Texas Association of Collegiate Registrars and Admissions Officers (TACRAO), and Texas Association of Collegiate Admissions Officers (TACAC).

f) Describe in detail how client referrals will be handled.

The Access Center staff will establish a directory of resources and providers that will include youth and family social service organizations in addition to the services and resources available at colleges and universities. The one-on-one needs assessment performed upon the client's initial visit to the center will assist with the identification of needed services. Once the College Access Center's staff has assisted the client with available in-house resources, additional needs will be addressed by referring the client to the appropriate providers in the directory. The referrals made will include detailed contact information and guidelines to facilitate the client's follow through with the assigned agency or organization. College Access Advisors/Transition Coaches will be responsible for following-up with clients to encourage follow through with their goals and assignments.

For example, a walk-in family consisting of mother, father, 17 year old daughter and 14 year old son come to the Access Center to learn about its services. The parents and the daughter will complete an intake form which will outline the types of services sought, the educational goals of the family, and take an inventory of steps taken by the daughter to date. The Intake Specialist assigns the family to a College Access Advisor who reviews the family's Intake Forms to determine the family's needs. In addition, the College Access Advisor will use the Intake Form as a "checklist" to help guide the family in their next "steps." For instance, an initial assessment may show that the family is interested in starting a college savings plan for their son and they are seeking financial aid for their daughter. The 17 year old daughter may be taking the SAT test in six weeks and has indicated an interest in the nursing program at a local university. The College Access Advisor would:

- Encourage the daughter to attend an upcoming workshop to prepare for the SAT test.
- Connect the family with a local college representative so that the daughter can learn more about the nursing program and its requirements.
- Develop a list of scholarship opportunities for the daughter as well as guide the parents through the Free Application for Federal Student Aid form. While completing the form, the College Access Advisor may learn that one parent will lose their job in the near future.
- Referral would be made to one of the Goodwill Center's Job Help Centers and specifically, to a networked representative.
- Develop a "to do" list for the family with goals and timelines. The daughter can request to return to the Access Center to research other scholarship opportunities on-line as well as learn more about other nursing programs in the area as a result of the meeting.
- Input family information into the computer.
- Inform the parents of the various savings mechanisms in place to assist in the future financing of their son's education. For example, a staff contact name and number for a local Individual Development Account Program may be offered to the parents as well as information on an upcoming workshop on this topic.
- Follow-up with the family via telephone or a follow-up meeting to check on their progress. The College Access Advisor may be contacted by the parents for help in completing the necessary paperwork for state sponsored savings programs.

This is a small example of the many types of services to be provided at the College Access Center.

**g) Describe proposed operating space for service to include location, address, square footage, etc.**

The proposed College Access Center will be approximately 7,000 square feet. Education Partnership staff is currently researching potential sites near downtown with free parking, security, and major bus route availability. The facility will be student-focused with an inviting cyber café-style setting. Digital picture and video boards on the



walls will scroll college/university marketing films, client stories, financial aid information, upcoming workshops, etc. Colleges and universities will be given areas to post and display information such as admissions, student life, services, financial aid, and campus activities. Space will be made available for other collaborators and community organizations to display information on their services and resources.

In addition to the cyber café, the College Access Center will include a larger foyer with seating, workshop space, small conferencing offices, large conference rooms, an equipment room, staff offices, and break room.

**h) Describe how Respondent will offer and provide Pre- SAT type classes**

The College Access Center will offer test preparation workshops to students for college entrance exams such as SAT, ACT, THEA, and Accuplacer. In these workshops, students will learn the formats for the different tests, types of questions, test-taking strategies and skills. Practice tests, timed and un-timed, will be conducted allowing students to experience actual testing environments.

These workshops will be presented by Education Partnership staff, college and university staff, current and former educators, and representatives from such organizations as College Board and ACT. In addition, workshops to review basic math, reading and writing will be offered to reduce student's need for remedial education classes.

**i) Describe Computer Lab services, types of computers, quantity, etc.**

A cyber cafe consisting of 15 desktop computers with online access, word processing software and printing capabilities will be available for clients. The College Access Center's web site will be the opening page. Educational links will be listed under service categories such as financial aid, scholarship opportunities, interactive webinars, career planning, and colleges and universities. Parental controls will be enforced to avoid improper usage.

The computer lab will be monitored by staff available to answer questions and assist in any of the following: conducting college and scholarship searches; completing and submitting the FAFSA; college applications; career inventories and career explorations; college practice entrance exams; and preparing essays and resumes. Webinars and on-line workshops will also be available in the computer lab. A dedicated information technology staff person will also work at the College Access Center.

**j) Describe how Respondent will provide immediate assistance with the completion of the FAFSA**

College Access Center staff will assist students and parents in applying for and attaining a Federal Student Aid Personal Identification Number (PIN) to electronically sign the FAFSA, make corrections to a FAFSA, and access their student aid report (SAR). Staff will also assist students in establishing their dependency status to determine if their parents' income information will be needed to complete the FAFSA.



One-on-one sessions and workshops will be held using tools such as the FAFSA worksheet (provided by the U.S. Department of Education) to introduce students and parents to questions on the actual FAFSA. The workshops will be structured to prepare parents in gathering the documents needed to complete the FAFSA. Workshops will highlight types of financial aid available, searching for scholarships, completing the Free Application for Federal Student Aid (FAFSA) and the Texas Application for Student Financial Aid (TASFA) - for students who do not qualify for federal financial aid.

College Access Advisors/Transition Coaches will guide clients through the actual on-line FAFSA to ensure that questions are being answered correctly based on the FAFSA worksheet and other client documentation. Finally, staff will follow-up with clients by helping them check on the status of the application, making necessary corrections, understanding their EFC (Estimated Family Contribution) and its impact on the amount of financial aid awarded by the college/university. When necessary, staff will assist students in completing the documents required by the colleges and universities for adjustment of the EFC due to special circumstances.

Because of its direct impact on a student's financial aid, staff will assist students and parents with the verification process required by the colleges and universities. Staff will assist students and parents in understanding the components of the award packages such as grants, loans, and work-study programs. In addition, staff will assist students with the acceptance process to finalize their award at the chosen college/university within the specified time period.

- k) Describe how Respondent will provide assistance and information on scholarships, 529 Individual Development Accounts (IDA), Texas Tomorrow Fund, and other college financing packages

The Education Partnership will provide scholarship information through one-on-one meetings, workshops, webinars, and on-line scholarship searches using available on-line search engines such as FastWeb, College Board, Every Chance Every Texan, etc. Staff will work with local, state and national scholarship organizations to continually provide the latest information on all scholarships and their contacts such as the ¡Adelante! Leadership Fund, Minnie Stevens Piper Foundation, the Bill Gates Foundation, National Hispanic Scholarship Fund, UNCF, higher education saving plans such as the state-sponsored savings programs (i.e. Texas Tomorrow Fund) and 529s.

A strong partnership between the City of San Antonio and Education Partnership staff will facilitate awareness and flow of information to students and parents regarding the Individual Development Account and Volunteer Information Tax Assistance Programs. One-on-one assistance and follow-up will be standard practice for staff to ensure every family pursues opportunities for funding their child's education.

- l) Describe how Respondent will provide and offer access to free tax services through the Volunteer Income Tax Assistance Program (VITA)

A new strategy to be employed by Education Partnership involves connecting the parents of at-risk students with the application for financial aid process at tax time. The same information gathered at tax time is very similar to the information required to complete the standard financial aid form known as the Free Application for Federal Student Aid (FAFSA). Combining the completion of this form with the annual completion of IRS forms at Volunteer Information Tax Assistance (VITA) sites will be an opportune time to introduce parents to financial aid opportunities as well as collect critical data needed to determine financial aid opportunities for their children.

Through the continued and strong partnership with the Department of Community Initiatives, the Education Partnership will provide space for VITA volunteers at the College Access Center during income tax season. In addition, College Access Center staff will attend training sessions for VITA volunteers to encourage parents with college bound children to complete a FAFSA in tandem with their standard IRS tax forms. VITA volunteers will be strongly encouraged to inform parents of the FAFSA and to contact College Access Center staff for assistance in completion of this important form. These providers will be invited to use the College Access Center's facilities (classrooms, computer labs, small offices, etc.) to provide direct on-site services. In addition, information on other VITA service sites (i.e. Presa Community Center, etc.) will be disseminated to clients.

## 2. Marketing Plan

- a) Describe Plan to market proposed operation, including community outreach and utilization of specific media.

To initiate the marketing of the College Access Center, several key activities must be implemented:

- Naming of the Center – a focus group of teens, former scholarship recipients, professional marketing staff, Educational Partnership staff, and members of the community will contribute and assist in creating a "name the Center contest."
- Establishment and implementation of a "Get the 511 on Education" dedicated telephone help line to the Center.
- Grand Opening – once a site is selected and developed, a grand opening will be held for media, education and community leaders. This event will "kick-off" the purpose of the Center, location, hours, etc.
- Open House Events for Targeted Groups – A series of "open-houses" will be held to introduce the programs/services offered at the Center. Target groups include high school counseling staffs, teachers, superintendents, principals, parent associations and teachers. Other groups include community association/leaders, student association/leaders, college/university personnel, business leaders, non-profit organizations, and more.

### 2010-2011 Media Opportunities

- *San Antonio Express News* – pitch story on first client to take advantage of the Center's services.
- *Community Newspapers* - pitch education stories to community papers such as, *The Neighbors*, *North San Antonio Times*, *Northside Recorder*, *San Antonio Current*,

*Southside Reporter* and other general interest publications in the area. Pursue a monthly "Ask the Experts" column on various issues on attaining a college education, financial aid, career planning, college programs, etc. This would highlight the Center as the "go-to" source for more information on getting into college.

- *Local TV stations* – Pitch local TV stations for interviews with families who have overcome struggles provide a college education for their children. We will request TV cameras to come into workshops and take them through the entire college access process. In addition to pitching news directors at local stations, we can also pitch local TV talk shows, such as:

- KLRN-TV Channel 10 - has committed to producing a well-rounded media campaign for the center including broadcasting its "College Call-In" program on-site at the new College Access Center, and offering the "Roadtrip Nation" curriculum – an on-line interactive experience designed to help students see the opportunities that await after high school.
- KWEX-TV Channel 41's Desde San Antonio
- KTMV-TV Channel 21's Buenos Dias San Antonio
- KSAT-TV Channel 21's Good Morning SA
- KENS-TV Channel 5's Great Day SA
- WOAI-TV Channel 4

- *Local radio shows* – Look into featuring Education Partnership on local radio talk shows, such as "Texas Matters" on KSTX-FM, "San Antonio Ciudad Unica" on KZDC-AM, KXTN-FM talk show, etc. to discuss importance of closing the college education gap for minorities in San Antonio, etc. We would also use this interview as a vehicle to promote the Center's other services.

- *College/University Newsletters/Websites* – Pitch stories featuring key college/university offices that will be working with the Center to provide services. Feature stories about including the Center as part of "freshmen orientation" programs and attracting "stop-out" clients back to school.

- *High School Media* – Work with local school districts to promote Center services via school websites, newsletters, parent meetings, and announcements through electronic media, athletic programs and other events. Many parents, who may not typically attend Parent Teacher Association meetings, do attend their children's athletic events. Tables will be set up near the concession stands with volunteers on hand to talk about Center services.

Additional key marketing steps include:

1. Develop a Corporate Identification Package to include the center's logo, slogans, etc.
2. Production – includes writing and development of printed materials, billboards, etc.
3. In-theatre Advertising
4. Social Marketing – Facebook, My Space, and Twitter

### 5. Outdoor Street Billboards

- b) Describe how the marketing plan for the senior Spanish-speaking and Hispanic community.

The Education Partnership will explore potential stories with local Latino and African American media outlets in San Antonio area such as, *Que Onda San Antonio*, *Rumbo de San Antonio*, *La Prensa de San Antonio*, *Conexion*, *El Continental*, *El Starous News*, *San Antonio Informer*, *San Antonio Observer*, *San Antonio Register*, *African-American Reflections*, etc. We will pitch story ideas on closing the college education graduation gap for at-risk students by providing "news you can use" tidbits on obtaining financial aid, scholarships, savings mechanisms, preparation for college, etc.

- c) Provide any samples of outreach or promotional materials that may be used by Respondent.

[See Attached]

- d) Identify minimum annual expenditures to be dedicated to marketing efforts.

Initially, College Access Center marketing costs will be \$75,000 with substantial pro bono assistance coming from a local minority-owned marketing firm. On-going annual marketing costs are estimated at \$50,000 and would include activities such as in-theater ads, high school publication/event ads, billboards, etc.

3. **Management and Staffing Plan** – Provide an organizational chart that includes all personnel to be assigned to this project to include job/task descriptions. State the anticipated number of key staff that will be on duty during operating hours.

Education Partnership's management and staffing plan will operate between the hours of 8 a.m. to 8 p.m. on Tuesday through Friday, and 8 a.m. to 5 p.m. on Saturdays. Eight (8) current staff with the Education Partnership will spend 25% of their time providing services at the Center. Four (4) additional staff will be hired to assist in providing services. During operation hours, 4-6 College Access Advisors and two (2) Transition Coaches will be available for one-on-one sessions. There will be one (1) dedicated Intake Specialist. The College Access Center Coordinator will be responsible for coordinating all activities (i.e. workshops, webinars, volunteers, outside staff in shared spaces, etc.) at the Center. A computer technology specialist will also be hired to manage the cyber café, computer research classes, and webinars along with the fifteen (15) personal computers, server, etc.

Ideally, the Education Partnership staff will be located in the new Center.

4. **Data Systems Management Plan** -

- a) Provide a copy of Respondent's standard monthly reports that will be provided to the City for services administered.

[See Attached Reports]

- b) Describe in detail Respondent's information system, including software, hardware, security plan and other major systems features:

The Education Partnership operates with a dedicated terminal and remote server network. Staff uses the MS Office 2007 suite of applications (Word, Excel, Access, Publisher, PowerPoint, and Outlook). Additional applications used include: Adobe Reader 8, and Internet Explorer 8. The current client database, CSIS (Client Services Information System), is a centralized web-based data system that can be accessed by multiple users using security protocols. Specifically, the Education Partnership information system includes the following:

Software:

- Microsoft Office 2007 – Excel, Word, Outlook, Publisher, Access, PowerPoint
- Backup Exec Small Business Server 2008 Standard
  - Backup Exec 12.5 for Windows Servers provides continuous disk-based and traditional tape-based data protection.
  - Backup Exec Remote Agent
  - This agent expands network-wide data protection and optimizes data transfers for 32- and 64-bit remote Windows servers, including local registry and system state information.
- Internet Explorer 8
- Adobe Reader 8
- Windows Small Business
- QuickBooks
- Client Services Information System (CSIS) which uses the following:
  - Web Server: Microsoft Internet Information Server (IIS)
  - Presentation logic: ASP.NET (VB)
  - Business logic: VB Class Libraries
  - Data access logic: ADO.NET, T-SQL Stored Procedures
  - Database Server: Microsoft SQL Server 2008
  - HTML
  - Ajax
  - CSS

Hardware:

- Dell Small Business Server
  - Two Intel Xeon Turbo processors, 8GB of memory, mirrored 250 GB hard drives, mirrored 500GB hard drives with failover, dual GB NICs, redundant power supplies, 400 GB/800GB tape drive, 32 backup tapes, one cleaning tape and 5 Year ProSupport for IT with NBD Onsite Service
- Dell Terminal Server
  - Two Intel Xeon Turbo Processors, 16GB of memory, mirrored 500GB hard drives with failover, redundant power supplies and 5 Year ProSupport for IT with NBS Onsite Service
  - APC Smart-UPS 1500VA USB-UPS
- Belkin USB KVM Switch
- USB KVM Cables 2-Server

Security Plan:

- Vipre Enterprise - antivirus, antispyware, anti-root kit
- Real Time Disaster Recovery Drives
- 1 TB External Hard drive Free Agent
- Client Services Information System (CSIS)



- The most important application security mechanisms utilized at this time are:
  - o Users are authenticated before accessing system data.
  - o Roles are used to authorize access to business logic and administration.
  - o SSL certificate protects web application access points.

1. Provide samples of correspondence Respondent uses in its program:

[See Attachments]

2. State what formats are available for reports (spreadsheets etc.):

The Education Partnership uses MS Office (Excel, Word, PowerPoint) and Adobe PDF for reports.

3. Describe any success stories Respondent may have experienced using its program:

Education Partnership's continued growth prompted assessment of the data system in 2005 via special funding from the Lumina Foundation. Key issues were the data the program collected, what it should collect, and how the data could be used. This initiated the revision and upgrade of the previous CSIS database to effectively collect and report student data instrumental to documenting student success, identifying areas of need, and guiding programmatic efforts. Fields for new information were added and reports were re-designed. Upgrades to the system now provide College Access Advisors with the flexibility to enter and retrieve data, and access reports on-site as well as in the field.

In addition, assessing the existing website, reviewing other program websites and securing input from staff and current college students lead to updating the Education Partnership's website. One update was the automation of the Student Commitment Form for students to apply for Education Partnership scholarships.

4. State any problems Respondent have experienced and how they were resolved.

The Education Partnership's 20 years of operation and data collection became an evident leading to an assessment of the existing data system, CSIS. With the updating of CSIS and an enhanced website, the Education Partnership collects more and better data (i.e. college success indicators) and can now better identify gaps, trends, and future programmatic needs as well as assess program impact. This allows the Education Partnership to contribute significantly to the college access and success knowledge and to the goal of closing the college graduation gap for San Antonio.

Throughout the Education Partnership's twenty (20) years of operation, the organization accumulated large amounts of data related to clients and services. This lead to an assessment of the existing data system - CSIS. With this update and an enhanced website, the Education Partnership can now document more college success indicators such as identifying gaps, trends, and future programmatic needs in addition to showing evidence of the program's impact. This will allow the Education Partnership to contribute significantly to college access and success knowledge and to the goal of closing the college graduation gap in San Antonio.

c) Describe Respondent's database design and detail the data source necessary to support Respondent's analysis and reporting efforts.

San Antonio Education Partnership – Client Services Information System (CSIS) was developed in order to track and report the organization's Scholarship Program Procedures which include the following:

1. Scholarship application, eligibility, award and usage.
2. Potential scholarship recipients' personal and demographic information.
3. Scholarship recipients' performance in relation to scholarship eligibility rules (grades, high school assistance, college enrollment, etc.)
4. Scholarship recipients performance follow-up information (pre and post-graduate activities, degrees, etc.)
5. Program participant organizations (high schools and colleges) billing information.
6. The system presents collected data in a series of reports with summary and detailed information, including advance filtering options and export capabilities.

Sources for this data include Senior Commitment forms, high school transcripts, attendance reports, National Student Clearinghouse and invoices from Partnership colleges and universities.

## 5. Quality Assurance Plan

- a) Describe how the Respondent will ensure the delivery of quality services to clients in a timely and efficient manner.

The Education Partnership is working closely with a strong collaborative of colleges/universities, education-related non-profits, and others to ensure critical programs and services are available for San Antonio's "at risk" population of students. The goal of the Center will be to automate as many services as possible to avoid duplication of effort and more efficient reporting/tracking of individuals. This will allow the time necessary for more labor-intensive efforts such as one-on-one counseling sessions with parents and students as well as follow-up telephone calls and meetings. Additionally, the Education Partnership will collaborate with those who already provide services/programs. A "shared office space" environment will be available at the Center for those organizations who want to provide some of their existing services there.

- b) Describe how Respondent will provide Spanish-speaking client service capabilities and how the Respondent will address any language barriers in the Hispanic community.

A majority of key staff at Education Partnership are bilingual in English and Spanish languages. New hires must also be fluent in the English and Spanish languages. San Antonio has "regional" issues related to Spanish speakers. Many Hispanics in San Antonio are not fluent in Spanish. Many speak a "Tex-Mex" version of combined English and Spanish. As a result, many Hispanics are intimidated by Spanish advertised workshops or classes. Local organizations tend to advertise "bilingual" events/workshops, etc. instead which attracts more people versed in "Tex-Mex" as opposed to events advertised for Spanish speakers.

6. **Additional Information.** Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

Contract # 460000 \_\_\_\_\_

STATE OF TEXAS                   \*  
COUNTY OF BEXAR               \*  
CITY OF SAN ANTONIO           \*

DELEGATE AGENCY CONTRACT  
WITH  
SAN ANTONIO EDUCATION PARTNERSHIP

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 Director of the Department of Community Initiatives pursuant to Ordinance No. \_\_\_\_\_ dated February 11, 2010, and the San Antonio Education Partnership (hereinafter referred to as "Contractor").

WITNESSETH:

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

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund (hereinafter referred to as "General Fund") for Category Name services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of up to \$500,000.00 for a project entitled, College Access and Opportunity Center(hereinafter referred to as the "Project" or "Program"); 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 and Balanced Scorecard Performance Plan affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on March 1, 2010 and shall terminate on September 30, 2011.

III. CONSIDERATION

- 3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. \_\_\_\_\_. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of \$500,000.00.

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

\$500,000.00 General Fund

Consequently, Contractor agrees to comply with sections I & II B of the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

- 3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. If Contractor receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its total budget from non-City sources. If Contractor receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its total budget from non-City sources. City shall require sufficient evidence that such funding is in place prior to making any payments under this Contract. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements.

#### 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 the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- 4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request. The Director of the Managing City Department may, in his sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:
- (A) Advance 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.
  - (B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited in such account, exceed the FDIC insurance limit, the

Contractor must arrange with said 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 cause 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 of the Texas Government Code) as amended.

- 4.3 Contractor agrees that reimbursements of eligible expenses shall be made monthly, as determined by the Director of the Managing City Department according to standard procedures followed by the City's Finance Department.
- 4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Managing City Department.
- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- 4.6 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- 4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract.
- 4.8 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 VIII. 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) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated 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 ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(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;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and



(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. 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.

- 4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

#### V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director 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 the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
  - (B) 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 the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 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 this 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 Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

## VI. ADMINISTRATION OF CONTRACT

- 6.1 THIS SECTION INTENTIONALLY LEFT BLANK.
- 6.2 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, the City Manager, as representative of the City, 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.
- 6.3 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 Director of the Managing City Department.
- 6.4 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, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and 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. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling 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 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.
  - (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac/census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

- 7.3 If Contractor expends less than \$500,000.00 of City dollars, then during the term of this Contract, the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has

satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

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 no later than ten (10) days from the date of notification of such disapproval or disallowance by 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 a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 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 from non-City resources.

## VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report and the Results Based Accountability Report which are affixed hereto and incorporated herein as Attachment IV and Attachment V, respectively. The Contract Monitoring Report and the Results Based Accountability Report are to be submitted by the Contractor no later than the 5<sup>th</sup> business day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the



Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.

- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

- 8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, 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.

Contractor acknowledges and agrees that all local government records, as described 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 the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

- 8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters



patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. 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.

- 8.7 Within a period not to exceed 90 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 the Project/the Projects.
- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may 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;
  - (D) Amendments to Bylaws;
  - (E) Schedule of anticipated board meetings for current Fiscal Year;
  - (F) Minutes of board meetings that are approved by the Contractor's board will become part of the Contractor's project records and as such, must be available to City staff, upon request; provided however, for contracts with the City that are in an amount of \$1,000,000.00 or greater, the Contractor shall submit to the City minutes of board meetings that are approved by the Contractor's Board on a quarterly basis.
  - (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.
- 8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

#### IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled **College Access and Opportunity Center** in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements shall have been received and approved by the Managing City Department. No officer or employee of the City, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon 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 with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the 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). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department of Community Initiatives  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- (E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, 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;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall

have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

- (G) 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.
- (H) 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.
- (I) It is agreed that 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 this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract.
- (K) Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### X. INDEMNITY

##### 10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

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 and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, 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 AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.

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

- 11.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is

also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Contract:

- (A) SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.
- (B) Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.
- (C) Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE's participation does not count toward the SE utilization goal.
- (D) SBEDA Plan – The Good Faith Effort Plan ("GFEP"), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor's bid for this project Contract, attached hereto and incorporated herein as "Attachment VI".

11.2 For this Contract, the Parties agree that:

- (A) The terms of the City's SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the "SBEDA Program") are incorporated into this Contract by reference; and
- (B) The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Contract.
- (C) Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the CITY Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Contract.
- (D) During the term of this Contract, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor's SBEDA Plan ("Attachment VI") shall constitute a material breach of the SBEDA Program and this Contract.
- (E) Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan ("Attachment VI") in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City's Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Contract.

11.3 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Contract:

- (A) Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Contract, or failing to allow such SE to perform a Commercially Useful Function; or
- (B) Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Contract was awarded; or
- (C) Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Contract without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
- (D) Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Contract.

11.4 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Contract for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:

- (A) Terminate this Contract for default;
- (B) Suspend this Contract for default;
- (C) Withhold all payments due to the Contractor under this Contract until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or
- (D) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Contract, or from any other amounts due to the Contractor under the Contract.
- (E) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

11.5 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Contract.

11.6 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

11.7 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Contract. If the recommended remedy is to



terminate the Contract, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.

- 11.8 Special Provisions for Extension of Contracts. In the event the City extends this Contract without a competitive Bid or Proposal process, the City Managing Department responsible for monitoring the Contract shall establish the following, subject to review and approval by the SBEDA Program Manager:

- (A) a SBEDA Utilization Goal for the extended period; and
- (B) a modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if Contractor does not meet the SBEDA Utilization Goal; and
- (C) the required minimum Good Faith Efforts outreach attempts that Contractor shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Contract extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:
  - (i) subject Contractor to any of the remedies listed above; and/or
  - (ii) result in a new bid or proposal request of the Contract that was considered for extension.

## XII. APPLICABLE LAWS

- 12.1 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.
- 12.2 The Contractor understands that certain funds provided pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 12.3 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. Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html>
  - Government Code Chapter 552 pertaining to Texas Public Information Act found at [www.capitol.state.tx.us/statutes/docs/GV/content/html/gv.005.00.000552.00.htm](http://www.capitol.state.tx.us/statutes/docs/GV/content/html/gv.005.00.000552.00.htm)

- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services

The Texas Local Government Code can be found at  
<http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 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) Title VII of the Civil Rights Act of 1964, as amended;
  - (B) Section 504 of the Rehabilitation Act of 1973, as amended;
  - (C) The Age Discrimination Act of 1975, as amended;
  - (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
  - (E) Fair Labor Standards Act of 1938, as amended;
  - (F) Equal Pay Act of 1963, P.L. 88-38; and
  - (G) All applicable regulations implementing the above laws.
- 12.5 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;
  - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  - (E) Occupational Safety and Health Act regulations; and
  - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 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 terminate 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.
- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting

stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 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 the Contractor should violate any of the covenants, conditions, 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.
- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects 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.
- 14.3 Termination upon Commencement of Campus Operations - This Contract may be terminated in whole or in part within thirty (30) days of the commencement of campus operations by Haven for Hope which render those services provided for herewith duplicative or no longer necessary. 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 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.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

#### XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether 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.



- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, 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, organizing or 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, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (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.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said 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 Contractor's personnel can call to report said violations.
- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 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.

#### XVI. PERSONNEL MANAGEMENT

- 16.1 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.
- 16.2 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.
- 16.3 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 Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.



- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.5 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.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of 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) business 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, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. 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; or
  - (D) To attend seminars or workshops;
- 16.7 Chief Executive Officers (CEOs), 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 Project in a non-supervisory position.

#### XVII. ADVERSARIAL PROCEEDINGS

- 17.1 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; and
  - (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.

#### XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

- 19.1 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.

- 19.2 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.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;
  - (F) The property number shown on the property tag; and
  - (G) A list of disposed items and disposition.
- 19.4 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. The report submitted by the Contractor to the Managing City Department shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) 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.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

## XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

- (A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, 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 the City. 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 the Contractor.

- (B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

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

- 21.1 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.

#### XXII. DEBARMENT

- 22.1 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.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

#### XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXIV. AMENDMENT

- 24.1 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; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Contract funding during the term of this Contract shall not exceed the foregoing amount;

B. modifications to Balanced Scorecard Performance Plan set forth in Attachment I hereto, so long as 1) the terms of the amendment stay within the parameters set forth in the Executive Summary, also set forth in Attachment I hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (Attachment II) of this Contract;

D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.

E. modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contractor by City, and to amend the budget accordingly which is set forth in Attachment II hereto, in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

## XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City.

25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, 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 sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

## XXVI. OFFICIAL COMMUNICATIONS

26.1 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:

City:

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

Contractor:

Executive Director /CEO/ President  
San Antonio Education Partnership  
206 San Pedro Suite 200  
San Antonio, TX 78205

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.

#### XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, 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. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

#### XXVIII. GENDER

- 28.1 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.

#### XXIX. AUTHORITY

- 29.1 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 shall provide evidence to City upon execution of this Contract 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.

#### XXX. LICENSES AND TRAINING

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



#### XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor 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 Contractor.

#### XXXII. SEVERABILITY

- 32.1 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.

#### XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high risk" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response
- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.
- 33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 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 supersede all prior negotiations, representations, or contracts, either oral or written.

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

CITY OF SAN ANTONIO:

Cindy Schoenmakers, Interim Director  
Department of Community Initiatives

CONTRACTING AGENCY:

San Antonio Education Partnership  
206 San Pedro Suite 200  
San Antonio, TX 78205

APPROVED BY:

\_\_\_\_\_  
City Manager

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

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

APPROVED AS TO FORM:

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

ATTACHMENTS

Attachment I-Executive Summary and Balanced Scorecard Performance Plan  
Attachment II-Budget  
Attachment III-Funding Guide  
Attachment IV-Contract Monitoring Report (CMR)  
Attachment VI- Good Faith Effort Plan



# **College Access and Opportunity Center**

February 11, 2010  
Cindy Schoenmakers  
Interim Director

## **Overview**

- This ordinance authorizes negotiation and execution of a contract with San Antonio Education Partnership (SAEP) for operation and management of the College Access and Opportunity Center
- Contract term of 18 months
  - Annual operating budget of up to \$500,000
  - March 1, 2010 to September 30, 2011
  - Two one-year renewal options

## Background

- College graduates and those that are highly skilled help to create and sustain an economically, socially, and culturally vibrant community



- According to 2008 American Community Survey, over 93,000 San Antonio students were enrolled in college
- Collaborating with local high schools, colleges and universities, College Access & Opportunity Center will seek to grow number of students enrolling in college to 150,000 annually over five years

3

## Background

- Staff analyzed college access center models and programs in other cities across the country

- 76 programs in total surveyed

- Many aim towards first generation and underserved students



- Several major cities have access centers including:
      - Baltimore
      - Boston
      - Phoenix

4

## Background

- The City of San Antonio, through FY 2010 Adopted General Fund Budget, allocated \$500,000 in recurring funds for operations and management of a College Access and Opportunity Center
  - \$344,000 of \$500,000 redirected from City/SAEP overhead in FY 2010 Budget
- On December 7, 2009, a Request for Proposal (RFP) released seeking applicants qualified to manage and operate center on a daily basis
- On January 20, 2010, RFP review committee, made up of three City Staff, one education leader, and one youth representative, reviewed two proposals to select operator



5

## Recommended Center Operator

- San Antonio Education Partnership (SAEP) recommended as operator and manager of College Access and Opportunity Center
- SAEP would provide college access services in collaboration with a network of educational and non-profit entities



- Services Include:
  - College recruiting and College counseling
  - Scholastic Aptitude Test/ American College Testing (ACT Preparation)
  - Assistance in completing Free Application Federal Student Aid (FAFSA) forms
  - Assistance securing scholarships/ financial aid
  - Web-based access to services

- All San Antonio middle and high school students and their parents eligible for services

6



## Recommended Center Operator

- SAEP recommended based on four criteria
  - Experience, Background, Qualifications
  - Proposed Plan
  - Funding Budget
  - Respondent Facility Capacity
- SAEP has a proven track record of leveraging resources in the scholarship model program which will be replicated in the College Access and Opportunity Center



7

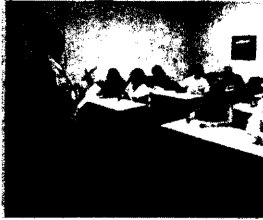
## San Antonio Education Partnership (SAEP)

- SAEP is currently in its 21<sup>st</sup> year as a high school success and college preparatory and scholarship program
  - Currently provides services in 25 San Antonio high schools
- The SAEP program is a public/private venture that has been successful due to a unique partnership:
  - Students
  - City of San Antonio
  - Local colleges and universities
  - Corporate community
  - School districts and high schools
  - Communities Organized for Public Service (COPS)
  - Metro Alliance



8

## College Access and Opportunity Center



- College Access and Opportunity Center would be located in downtown area and would provide a student focused atmosphere with:
  - Workshop Space
  - Conferencing offices
  - Computer labs
  - Open Areas
- Convenient operating hours including nights and Saturdays
- Staff identified and evaluated several options for location
- Final site selection in downtown area will be made in very near future
- FY 2010 Adopted Capital Budget includes \$750,000 for facility improvements associated with project

9

## Next Steps



Contract Finalized	March 2010
SAEP to launch virtual site	March / April 2010
Begin renovations of Selected Center location	March / August 2010
Grand Opening of College Access and Opportunity Center	September 2010

10

**Staff  
Recommends  
Approval of this  
Ordinance**

