

AN ORDINANCE 2007-10-18-1104

APPROVING SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING ACCEPTANCE OF UP TO \$1,672,500.00 UPON AWARD FROM THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) FOR THE COMPREHENSIVE NUTRITION PROJECT FROM OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008; APPROVING A PERSONNEL COMPLEMENT; APPROVING VOLUNTEER SITE, VENDOR AND LEASE AGREEMENTS WITH NON-PROFIT AGENCIES FOR OPERATION OF SENIOR NUTRITION SITES AND USE OF FACILITIES; AUTHORIZING THE ACCEPTANCE OF SUPPLEMENTAL FUNDS AND ALLOCATION OF CARRY FORWARD FUNDS.

* * * * *

WHEREAS, the City of San Antonio, Department of Community Initiatives has been operating the Comprehensive Nutrition Project (CNP) since October 1973 using both general funds and federal funds appropriated by Congress under Title III-C of the Older Americans Act of 1965, as amended, to the U.S. Department of Health and Human Services (DHHS), Administration on Aging (AoA), and awarded in grants by the Texas Department on Aging and Disability Services (DADS) through the Alamo Area Council of Governments (AACOG), acting as the local Area Agency on Aging; and

WHEREAS, operational responsibility for the CNP is assigned to the Department of Community Initiatives, Senior Services Division; and

WHEREAS, grants of said funds are awarded by the DHHS, Administration on Aging (AoA) through DADS; and

WHEREAS, AACOG acts as the local Area Agency on Aging; and

WHEREAS, AACOG has indicated that grant funds are available to the City to fund the CNP beginning October 1, 2007 and ending September 30, 2008; and

WHEREAS, the CNP provides congregate and home delivered meals and supportive services principally to senior citizens; and

WHEREAS, said services are provided through non-profit and other agencies under contracts with the City for operation of senior nutrition centers and use of facilities; **NOW THEREFORE:**

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

SECTION 1. The submission of the grant application by the Department of Community Initiatives to the Alamo Area Council of Governments (AACOG) for the operation of the Comprehensive Nutrition Project (CNP) for the period from October 1, 2007 through September 30, 2008 is hereby approved. A copy of said application is on file with the Department of Community Initiatives.

SECTION 2. The City Manager, or his designee, or the Director of the Department of Community Initiatives, is authorized to accept a grant from the Alamo Area Council of Governments (AACOG) in the amount of \$1,672,500.00, for the continuation of the Comprehensive Nutrition Project (CNP) from October 1, 2007 through September 30, 2008. The City Manager, or his designee, or the Director of the Department of Community Initiatives, is authorized to accept supplemental funds if awarded during the grant period. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is further authorized to execute any and all necessary documents to effectuate said application and acceptance.

SECTION 3. Should funding be awarded Fund 26011000 entitled "Texas Department on Aging" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant, and the sum of \$1,672,500.00 from AACOG will be appropriated in said fund, unless supplemental funds are awarded, in which case, that total award as supplemented shall be appropriated in said fund. A proposed budget is attached hereto and incorporated herein for all purposes as Attachment I. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the department upon award.

SECTION 4. Upon award, the City will contribute a cash match of \$2,705,152.00, as set out in the proposed budget attached hereto and incorporated herein for all purposes as Attachment I. The cash match will be transferred from Fund No. 11001000, Internal Order 390000000342, GL Account No. 6102100 entitled "Interfund Transfer Out" to fund No. 26011000, Internal Order 138000000615, GL Account No. 6101100 entitled "Interfund Transfer In". The balance of any funds when ascertained is hereby authorized to be carried forward for continuation of the CNP.

SECTION 5. The personnel complement attached hereto and incorporated herein for all purposes as Attachment II is approved.

SECTION 6. The City Manager, or his designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute vendor, lease, volunteer site, and volunteer site with lease provision agreements with designated private non-profit entities or other accepting agencies for the operation of senior nutrition sites and use of facilities. A copy of the vendor agreement for operation of senior nutrition sites, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment III. A copy of a lease agreement for use of facilities, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment IV for governmental facilities and Attachment V for non-governmental facilities. A copy of a volunteer site and volunteer site with lease provision agreements, in substantially final form, are attached hereto and incorporated herein for all purposes as Attachments VI and VII, respectively.

SECTION 7. 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 8. This Ordinance shall become effective immediately upon passage by eight (8) 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 18th day of October, 2007.


M A Y O R
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

2008 Comprehensive Nutrition Program

October 1, 2007 - September 30, 2008

Attachment I

	BUDGET
REVENUES:	
4501100 AACOG - Title III	1,672,500
4502230 Program Income - Congregate Meals	200,000
4502230 Program Income - Homebound Meals	35,500
6101100 Transfer from 29-075 Human Development Fund	2,705,152
TOTAL REVENUES	<u><u>4,613,152</u></u>

APPROPRIATIONS:

138000000617 Comprehensive Nutrition Program

5101010 Reg Salaries & Wages	876,114
5101015 Temporary Salaries & Wages	10,000
5101030 High Class Pay	750
5101070 Retiree Payout Salaries	15,000
5101050 Language Skill Pay	4,800
5103005 FICA	82,323
5103007 Temporary FICA	765
5103010 Life Insurance	945
5103035 Personal Leave Buy Back	22,000
5103056 Transportation Allowance	1,620
5104030 Flex Benefits	140,760
5105010 TMRS	79,025
5304010 Food	636,806
Total 138000000617	<u><u>1,870,908</u></u>

138000000615 Comprehensive Nutrition Grant Match

5201025 Education	750
5201040 Fees to Prof. Contractors	850,000
5202020 Contractual Services	5,000
5203040 Advertising & Publications	1,000
5203050 Membership Dues & Lic.	100
5203060 Binding Printing & Repro.	3,800
5203090 Transportation Fees	12,000
5204010 Linen & Laundry Services	5,000
5204020 Maint & Repair - Commercial	10,000
5204050 Maint & Repair - Buildings	1,000
5204080 Maint & Repair - Mach & Equip	5,000
5204090 Maint & Repair - Auto	25,000
5205010 Mail & Parcel Post	500
5205030 Rental of Other Equipment	7,000
5206010 Rental of Facilities	60,730
5207010 Travel - Official	2,000
5208020 Inter-Fund Rent of City Motor Pool	100
5208530 Alarm & Security	2,000
5301020 Maint & Repair Material - Auto	15,000
5301030 Maint & Repair Material - Mach & Equip	1,000
5302010 Office Supplies	7,000
5303010 Janitorial Supplies	25,000
5304010 Food	1,564,922
5304050 Tools, Apparatus & Accessories	1,500
5304070 Recreation Supplies	200
5304080 Other Commodities	25,000

2008 Comprehensive Nutrition Program

October 1, 2007 - September 30, 2008

5403010 Communications - Telephones	20,800
5403020 Communications - Radios	1,000
5403030 Communications - Pagers	750
5403545 Motor Fuel & Lubricants	30,000
5407510 Rent of City Equipment	22,000
Total 138000000615	<u>2,705,152</u>

138000000616 Senior Computer Project

5101010 Reg Salaries & Wages	32,134
5103005 FICA	2,458
5103010 Life Insurance	0
5104030 Flex Benefits	0
5105010 TMRS	0
5203090 Transportation Fees	2,500
Total 138000000616	<u>37,092</u>

TOTAL APPROPRIATIONS

4,613,152

METRO SAN ANTONIO COMPREHENSIVE NUTRITION PROJECT (CNP) 2007-2008

October 1, 2007 - September 30, 2008

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT POSITIONS	ADDED / DELETED	REVISED POSITIONS
138000000617 PROJECT ADMINISTRATION				
SENIOR MANAGEMENT ANALYST	0870	1	0	1
MANAGEMENT ANALYST	0046	1	0	1
FISCAL OFFICER	0892	1	0	1
ACCOUNTANT II	0874	1	0	1
ACCOUNTANT I	0873	1	0	1
COMMUNITY SERVICES SUPERVISOR	0901	5	0	5
ADMINISTRATIVE ASSISTANT II	0041	1	0	1
ADMINISTRATIVE ASSISTANT I	0040	1	0	1
ADMINISTRATIVE ASSOCIATE	0010	3	0	3
ADMINISTRATIVE ASSOCIATE (P/T)	0010	2	0	2
NUTRITIONIST	0286	1	0	1
FOOD SERVICE COORDINATOR	0980	1	0	1
COMMUNITY SERVICES SPECIALIST	971	2	0	2
NUTRITION SITE SUPERVISOR (P/T)	0984	11	0	11
CHAUFFEUR (P/T)	0907	12	0	12
BUILDING CUSTODIAN (P/T)	7560	3	0	3
138000000616 SENIOR COMPUTER PROJECT				
COMMUNITY SERVICES SUPERVISOR (P/T)	0915	1	0	1
ADULT EDUCATION TUTOR (P/T)	0931	3	0	3



CMS or Ordinance Number: CN4600006633

TSLGRS File Code:1000-25

Document Title:

CONT - Bethel Neighborhood Council
Comprehensive Nutrition Program

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

DL

STATE OF TEXAS

Contract # 4600006633

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Bethel United Methodist Church (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Bethel Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5. Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
 - 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
 - 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
 - 4.3.1 The Vendor agrees to provide a projected total of 11,790 Congregate Meals and a projected total of 4,978 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.

5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.

5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:

- (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
- (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
 - (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the CITY or VENDOR known to Vendor related to or arising out of Vendor's activities under this AGREEMENT and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Vendor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Bethel United Methodist Church
227 S. Acme Rd
San Antonio, Texas 78237

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

- 16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

- 17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.
- 17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.
- 17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

- 18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.
- 18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

- 19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

- 20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

- 21.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 9th day of November 2007

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

CONTRACTOR:

Gloria J. Gabbard
Authorized Signature

Bethel United Methodist Church
(Name of Contractor)

227 S. Acme Rd
(Street Address)

APPROVED AS TO FORM:

Sheena Shah
Assistant City Attorney

San Antonio, TX 78237
(City, State, Zip Code)

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures

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STATE OF TEXAS

Contract #4600006633

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Bethel United Methodist Church (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Villa Alegre Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
 - 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
 - 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
 - 4.3.1 The Vendor agrees to provide a projected total of 6,550 Congregate Meals and a projected total of 786 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
- (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the CITY or VENDOR known to Vendor related to or arising out of Vendor's activities under this AGREEMENT and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Vendor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Bethel United Methodist Church
227 S. Acme Rd
San Antonio, Texas 78237

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

XXII. Acceptance of Agreement

22.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that this entity will abide by them. I further certify that I am authorized to sign for this Contracting entity.

In witness of which this Agreement has been executed effective the 28th day of January 2008.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

CONTRACTOR:

Herman Ficker
Authorized Signature

Bethel Neighborhood Council/ Villa Allegre
(Name of Contractor)

227 S. Acme Rd.
(Street Address)

APPROVED AS TO FORM:

Shueya Shah
Assistant City Attorney

San Antonio, TX 78237
(City, State, Zip Code)



CMS or Ordinance Number: CN4600006635

TSLGRS File Code:1000-25

Document Title:
CONT - Ella Austin Community Center

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

Jm

STATE OF TEXAS

Contract # 4600006635

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Ella Austin Community Center (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Ella Austin Community Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.

4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.

4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.

4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.

4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.

4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.

4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.

4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.

4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.

4.3 With regard to the serving of meals:

4.3.1 The Vendor agrees to provide a projected total of 20,174 Congregate Meals and a projected total of 4,716 Homebound Meals per year.

4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).

(a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
- (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to **FULLY INDEMNIFY, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of **VENDOR**, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.** The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the **CITY** or **VENDOR** known to Vendor related to or arising out of Vendor's activities under this **AGREEMENT** and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this Agreement, that the **INDEMNITY** provided for in this Section, is an **INDEMNITY** extended by Vendor to **INDEMNIFY, PROTECT** and **HOLD HARMLESS**, the City from the consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. **VENDOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Ella Austin Community Center
1023 N Pine
San Antonio, Texas 78202

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:


Dennis J. Campa Director
Department of Community Initiatives

CONTRACTOR:


Authorized Signature
Ella Austin Community Center
(Name of Contractor)
1023 N. Pine
(Street Address)

APPROVED AS TO FORM:


Assistant City Attorney

San Antonio, TX 78202
(City, State, Zip Code)

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures



CMS or Ordinance Number: CN4600006636

TSLGRS File Code:1000-25

Document Title:
CONT - Kenwood Community Center
Comprehensive Nutrition Program

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

EM

STATE OF TEXAS

Contract # 4600006636

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Kenwood Community Center (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Kenwood Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
- i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part 1, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
- 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
- 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
- 4.3.1 The Vendor agrees to provide a projected total of 30,392 Congregate Meals and a projected total of 4,716 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
- (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
- (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with *Alamo Area Council of Governments and/or City of San Antonio* rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
 - (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the CITY or VENDOR known to Vendor related to or arising out of Vendor's activities under this AGREEMENT and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Vendor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Kenwood Community Center
305 Dora St.
San Antonio, Texas 78212

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement


22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:


Dennis J. Campa, Director
Department of Community Initiatives

CONTRACTOR:


Authorized Signature

Kenwood Community Center
(Name of Contractor)

305 Dora St.
(Street Address)

APPROVED AS TO FORM:


Assistant City Attorney

San Antonio, TX 78212
(City, State, Zip Code)

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures



CMS or Ordinance Number: CN4600006638

TSLGRS File Code:1000-25

Document Title:
CONT - MAUC/ Palacio Del Sol
Comprehensive Nutrition Program

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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STATE OF TEXAS

Contract # 4600006638

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Palacio del Sol Apartments (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Palacio del Sol Apartments Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part 1, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
- 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
- 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
- 4.3.1 The Vendor agrees to provide a projected total of 18,602 Congregate Meals and a projected total of 3,406 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
- (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the CITY or VENDOR known to Vendor related to or arising out of Vendor's activities under this AGREEMENT and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Vendor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Palacio del Sol Apartments
400 N. Frio
San Antonio, Texas 78207

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:

CONTRACTOR:



Dennis J. Campa, Director
Department of Community Initiatives



Authorized Signature
Medicus American Unity Council, Inc.
Palacio del Sol Apartments

(Name of Contractor)

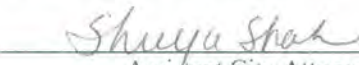
400 N. Frio

(Street Address)

APPROVED AS TO FORM:

San Antonio, TX 78207

(City, State, Zip Code)



Assistant City Attorney

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures



CMS or Ordinance Number: CN4600006639

TSLGRS File Code:1000-25

Document Title:
CONT - Presa Community Center
Comprehensive Nutrition Program

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

STATE OF TEXAS

Contract # 4600006639

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Presa Senior Center (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Presa Senior Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
 - 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
 - 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
 - 4.3.1 The Vendor agrees to provide a projected total of 12,838 Congregate Meals and a projected total of 8,908 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
 - (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to **FULLY INDEMNIFY, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of **VENDOR**, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.** The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the **CITY** or **VENDOR** known to Vendor related to or arising out of Vendor's activities under this **AGREEMENT** and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this Agreement, that the **INDEMNITY** provided for in this Section, is an **INDEMNITY** extended by Vendor to **INDEMNIFY, PROTECT and HOLD HARMLESS**, the City from the consequences of the **CITY's OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. **VENDOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Presa Senior Center
3721 S. Presa St.
San Antonio, Texas 78210

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 28th day of January, 2009.

CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

Stephonia Smith
Authorized Signature

Presa Senior Center
(Name of Contractor)

3721 S. Presa St.
(Street Address)

APPROVED AS TO FORM:

San Antonio, TX 78210
(City, State, Zip Code)

Shreya Shah
Assistant City Attorney

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures



CMS or Ordinance Number: CN4600006643

TSLGRS File Code:1000-25

Document Title:

CONT - Somerset Senior Citizens

Comprehensive Nutrition Program

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

DS

STATE OF TEXAS

Contract # 4600006643

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Somerset Senior Center (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at Somerset Senior Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 In consideration, the City shall reimburse Vendor on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.
- 1.3 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.
- 1.4 Payment and financial transactions shall be as follows:
 - (a) Reimbursement to the Vendor on a fixed unit rate price by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from the Vendor. Vendor shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
 - (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through

Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.

- i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
- i. The Vendor shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. Vendor shall maintain a Receipts and Disbursements Ledger. Vendor shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Vendor is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4, herein. The Vendor shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.
- (g) The Vendor shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) Vendor costs or earnings under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor has failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if the Vendor has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Center and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
 - 4.1.1 Regarding outreach services, the Vendor shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class.
 - 4.1.3 The Vendor shall be responsible for safety and security at the Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that the Center is clean and hazard free.
 - 4.1.4 The Vendor shall coordinate monthly workshops to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, understanding current legislative initiatives, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor shall encourage the formation and continuity of a Center Senior Advisory Council to solicit input and feedback from congregates on services provided or desired at the Center.
 - 4.1.6 The Vendor shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
 - 4.2.1 The Vendor shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
 - 4.3.1 The Vendor agrees to provide a projected total of 8,384 Congregate Meals and a projected total of 3,668 Homebound Meals per year.
 - 4.3.2 Serving: The serving of meals will conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
 - (a) The Vendor shall ensure that the meals are served within the prescribed time frames daily.

- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Vendor shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor with health codes, menu, and portion control.
- 4.3.3 The Vendor shall be operational for a minimum of four (4) hours, from 10:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals will be served to the participants as per Part IV of this Agreement, and no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days will be scheduled for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor shall close the Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available in the Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, all Vendors shall notify the Project Office by Friday at 2:00 PM, of the number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.
- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Center, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.

- 4.4 Vendor agrees to transport the seniors in the Project to and from the Center during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
 - 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
 - 4.4.3 Assure that the operator of the vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
 - 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
 - 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
 - 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.
- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 Vendor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age,

handicap, or political belief or affiliation. Additionally, Vendor agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended;
- (c) The Age Discrimination Act of 1975, as amended;
- (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (e) Fair Labor Standards Act of 1938, as amended;
- (f) Equal Pay Act of 1963, P.L. 88-38; and
- (g) All applicable regulations implementing the above laws.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.6.1 The Vendor agrees not to hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.
- 5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:
 - (a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
 - (b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development,

including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor shall comply with the following:

- (a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

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

VI. Reporting Requirements

6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.

- 6.2 The Vendor shall submit to the Department of Community Initiatives such reports as may be required by **AACOG and/or City**.
- 6.3 Vendor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor's receipt of such request.
- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees to turn over to City all such records upon termination of this Agreement. Vendor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees to submit to such monitoring and evaluation.
- 6.8 The Vendor shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

- 8.1 Vendor agrees to comply with the following insurance provisions:
 - (a) Vendor shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Vendor. If a

Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

- (b) Vendor shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Vendor. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (a) Vendor covenants and agrees to **FULLY INDEMNIFY, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Vendor's activities under this Agreement, including any acts or omissions of **VENDOR**, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-vendor of Vendor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.** The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vendor shall promptly advise the City in writing of any claim or demand against the **CITY** or **VENDOR** known to Vendor related to or arising out of Vendor's activities under this **AGREEMENT** and shall see to the investigation of and defense of such claim or demand at Vendor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Vendor of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this Agreement, that the **INDEMNITY** provided for in this Section, is an **INDEMNITY** extended by Vendor to **INDEMNIFY, PROTECT** and **HOLD HARMLESS**, the City from the consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the City is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. **VENDOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this

Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
Director
Department of Community Initiatives
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

Vendor
Somerset Senior Center
19375 "K" St. (PO Box 752)
Somerset, Texas 78069

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Manager is Food Manager Certified, as required under state and local law, within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor will refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of

the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement

22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 28th day of NOVEMBER 2007.

CITY OF SAN ANTONIO:


Dennis J. Campa, Director
Department of Community Initiatives

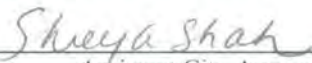
CONTRACTOR:


Authorized Signature

Somerset Senior Center
(Name of Contractor)

19375 "K" St. (PO Box 752)
(Street Address)

APPROVED AS TO FORM:


Assistant City Attorney

Somerset, TX 78069
(City, State, Zip Code)

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures

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

INTRADEPARTMENTAL CORRESPONDENCE SHEET

TO: Dennis J Campa, Director Department of Community Initiatives

FROM: Laura Cisneros, Social Services Manager

THROUGH: Cindy Schoenmakers, Assistant Director

SUBJECT: **Alamo Area Council of Governments Fiscal Year 2008 Vendor Agreements, Lease Agreements and Volunteer Site Agreements (See Attached Listing)**

DATE: December 7, 2007

Contract: **Alamo Area Council of Governments, Comprehensive Nutrition Program (CNP)**

Ordinance Authorizing Contract: 2007-10-18-1104, SAP 13000000617 Atchd

Date of Ordinance Authorizing Contract: October 18, 2007

MAJOR PROVISIONS OF CONTRACT:

Our FY 2008 contract with AACOG authorizes our use of vendors to provide the meal services to our senior clients. This is done with Vendor Agreements, Lease Agreements and Volunteer Site Agreements. At total of 19 of these agreements are attached.

AMOUNT OF CONTRACT: Funding for the CNP contract is \$1,763,224

MONITORING: These vendor agreements will be monitored by Elderly Services Supervisors of Senior Services Division and Kevin Ayarzagotia, Fiscal Officer.



Laura Cisneros, Senior Services Manager Date
Senior Services Division

Attachments: 1. Nineteen Vendor Agreements
2. Ordinance # 2007-10-18-1104

DEPARTMENT OF COMMUNITY INITIATIVES

CONTRACT ROUTING SLIP

RECEIVED

JAN 14 2008

City Attorney's Office
San Antonio, Texas

Date: 1/08/2008

REQUEST FOR SIGNATURES:

1. **Celeste Flores, Acting Contract Coordinator**
Department of Community Initiatives

INITIAL

DATE

CyF

1/8/08

2. **Cindy Schoenmakers, Assistant Director**
Department of Community Initiatives

*After review, forward to Carrie Jimenez.
Carrie, please forward to City Attorney's Office.*

Cck

1/11/08

3. **Shreya Shah, Assistant City Attorney**

After signature call Carrie Jimenez 207-8153 for pickup.

SS

1/28/08

4. **Dennis J. Campa, Director**

*Department of Community Initiatives.
After signatures, please return to Tina Marquez.*

DJC

1/28/08

ATTACHMENTS (7): FY08 CNP Agreements

Vendor Agreements (7):

~~Bethel United Methodist Church- Bethel Family Center~~

SAP # 4600006633

~~Bethel United Methodist Church – Villa Alegre Family Center~~

SAP # 4600006633

~~Ella Austin Community Center – Ella Austin Community Family Center~~

SAP # 4600006635

~~Kenwood Community Center – Kenwood Family Center~~

SAP # 4600006636

~~Palacio del Sol Apartments – Palacio del Sol Apartments Family Center~~

SAP # 4600006638

~~Presa Senior Center – Presa Senior Family Center~~

SAP # 4600006639

Somerset Senior Center – Somerset Senior Family Center
SAP # 4600006643

<i>For Department of Community Initiatives, Contract Section use only</i>	
1 Original to:	City Clerk
1 Original to:	Fernando Medellin to provide to agency
Copies to:	Program Monitor, Fernando Medellin; Fiscal Monitor, Kevin Ayarzagotia; Contracts Section in DM

DCI/OOD Mail Log #: 8682

Shu
✓



CMS or Ordinance Number: CN4600006754

TSLGRS File Code:1000-25

Document Title:
CONT - Hope of Glory-CNP Lease
FY 08 \$6000.00

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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

INTRADEPARTMENTAL CORRESPONDENCE SHEET

TO: Dennis J Campa, Director Department of Community Initiatives

FROM: Laura Cisneros, Social Services Manager

THROUGH: Cindy Schoenmakers, Assistant Director

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Laura Cisneros, Senior Services Manager Date
Senior Services Division

Attachments: 1. Nineteen Vendor Agreements
2. Ordinance # 2007-10-18-1104

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

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Community Initiatives, or his designated representative, pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and Hope of Glory Church (hereinafter referred to as "Lessor") acting by and through Sr. Pastor Dorothy De La Rosa.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions herein after stated, Lessor hereby leases to the Lessee that portion of Hope of Glory Family Center located at 115 W. Southcross, San Antonio, Texas 78221(hereinafter referred to as the "Leased Premises").

2. The term of this Lease Agreement is for the period beginning October 1, 2007 and ending September 30, 2008. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours") for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the opinion of the Lessor would offend the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by Lessor.

6. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

7. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

8. Lessee shall pay \$500.00 monthly to the authorized representative of Lessor for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Monthly payments are due between the 1st and 15th of each month.

9. Lessor agrees and understands that Lessee has projected costs for this Lease Agreement and Lessee expects to pay all obligations of the Lease Agreement from projected revenue sources, but all obligations of Lessee are subject to annual appropriation by the San Antonio City Council or, if applicable, availability of State of Texas or Federal grant funds, in future years after the City of San Antonio fiscal year ending September 30, 2008 should this Lease Agreement continue for any additional period or periods beyond such date. If City Council does not appropriate funds for any given year of this Lease Agreement or if grant funds are not received from the State or Federal government, then this Lease Agreement shall automatically terminate without recourse to Lessor.

10. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment.

11. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must first be approved in writing by the Lessor's representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

12. Lessor shall pay for all fees and costs for electricity, gas, water, wastewater, and garbage.

13. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described in writing below. Tables and chairs in the Leased Premises, the kitchen, and all the kitchen equipment.

14. Lessee shall provide and keep in force during the term of this Lease Agreement, liability insurance covering Lessee for liability to the extent permitted by law, for property damage and personal injury in an amount not less than \$500,000.00, or be self-insured to the applicable limit.

15. LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of the LESSEE directly or indirectly arising out of, resulting from or related to LESSOR's activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT, all without however, waiving any governmental immunity available to the LESSEE under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF LESSEE, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF LESSEE, UNDER THIS LEASE AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LESSOR shall promptly advise the LESSEE in writing of any claim or demand against the LESSEE or LESSOR known to LESSOR related to or arising out of LESSOR's activities under this LEASE AGREEMENT and shall see to the investigation and defense of such claim or demand at LESSOR's cost. The LESSEE shall have the right, at its option and at its own expense, to participate in such defense without relieving LESSOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this LEASE AGREEMENT, that the INDEMNITY provided for in this section (Section 15), is an INDEMNITY extended by LESSOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the LESSEE from the consequences of the LESSEE's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the LESSEE is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the LESSEE is the sole cause of the resultant injury, death, or damage. LESSOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE LESSEE AND IN THE NAME OF THE LESSEE, any claim or litigation brought against the LESSEE and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during Project Hours. Lessee recognizes that Lessor may utilize the parking lot area for parking during non-Project Hours.

17. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery, or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR: Hope of Glory Church
339 W. Hutchins
San Antonio, Texas 78221

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

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

18. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

19. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS 15 DAY, OF November 2007.

LESSOR:




Authorized Representative Signature
Pastor

Title
11-15-07.

Date

LESSEE:



Dennis J. Campa, Director
Community Initiatives Department
City of San Antonio
1-14-08

Date

DEPARTMENT OF COMMUNITY INITIATIVES

CONTRACT ROUTING SLIP

Date: 1/8/2008

REQUEST FOR SIGNATURES:

1. **Celeste Flores, Acting Contract Coordinator**
Department of Community Initiatives

INITIAL	DATE
<u>CyF</u>	<u>1/8/08</u>

2. **Cindy Schoenmakers, Assistant Director**
Department of Community Initiatives

*After review, forward to Carrie Jimenez.
Carrie, forward to Director's Office.*

<u>Chc</u>	<u>1/11/08</u>
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3. **Dennis J. Campa, Director**
Department of Community Initiatives

<u>DJC</u>	<u>1/14/08</u>
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After signatures, please return to Tina Marquez.

ATTACHMENTS (2): Site Lease Agreements -Non-Governmental City Sites

Hope of Glory Church – Hope of Glory Family Center

SAP #4600006754

St. Andrew's United Methodist Church – St. Andrew's Family Center

SAP #4600006756

<i>For Department of Community Initiatives, Contract Section use only</i>	
1 Original to:	City Clerk
1 Original to:	Fernando Medellin to provide to agency
Copies to:	Program Monitor, Fernando Medellin; Fiscal Monitor, Kevin Ayarzagotia; Contracts Section in DM

DCI/OOD Mail Log #: 8681

Doc
L



CMS or Ordinance Number: CN4600006756

TSLGRS File Code: 1000-25

Document Title:

CONT - St. Andrews-CNP Lease

FY 08 \$6000.00

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Community Initiatives, or his designated representative, pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and St. Andrew's United Methodist Church (hereinafter referred to as "Lessor") acting by and through Sr. Pastor Bradley L. DeHaven.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions hereinafter stated, Lessor hereby leases to the Lessee that portion of St. Andrew's United Methodist Church Family Center located at 722 Robinhood San Antonio, Texas 78209 (hereinafter referred to as the "Leased Premises").

2. The term of this Lease Agreement is for the period beginning October 1, 2007 and ending September 30, 2008. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours") for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the opinion of the Lessor would offend the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by Lessor.

6. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

7. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

8. Lessee shall pay \$500.00 monthly to the authorized representative of Lessor for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Monthly payments are due between the 1st and 15th of each month.

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10. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment.

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13. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described in writing below. Tables and chairs in the Leased Premises, the kitchen, and all the kitchen equipment.

14. Lessee shall provide and keep in force during the term of this Lease Agreement, liability insurance covering Lessee for liability to the extent permitted by law, for property damage and personal injury in an amount not less than \$500,000.00, or be self-insured to the applicable limit.

15. LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of the LESSEE directly or indirectly arising out of, resulting from or related to LESSOR's activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT, all without however, waiving any governmental immunity available to the LESSEE under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF LESSEE, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF LESSEE, UNDER THIS LEASE AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LESSOR shall promptly advise the LESSEE in writing of any claim or demand against the LESSEE or LESSOR known to LESSOR related to or arising out of LESSOR's activities under this LEASE AGREEMENT and shall see to the investigation and defense of such claim or demand at LESSOR's cost. The LESSEE shall have the right, at its option and at its own expense, to participate in such defense without relieving LESSOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this LEASE AGREEMENT, that the INDEMNITY provided for in this section (Section 15), is an INDEMNITY extended by LESSOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the LESSEE from the consequences of the LESSEE's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the LESSEE is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the LESSEE is the sole cause of the resultant injury, death, or damage. LESSOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE LESSEE AND IN THE NAME OF THE LESSEE, any claim or litigation brought against the LESSEE and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have first priority to all parking spaces adjacent to the Leased Premises during Project Hours. Lessee recognizes that Lessor may utilize the parking lot area for parking during non-Project Hours.

17. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery, or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR: St. Andrew's United Methodist Church
722 Robinhood
San Antonio, Texas 78209

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

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

18. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

19. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS 17 DAY, OF NOVEMBER 2007.

LESSOR:


Authorized Representative Signature

Senior Pastor

Title

Nov. 17, 2007
Date

LESSEE:


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

1/14/08
Date



CMS or Ordinance Number: CN4600006857

TSLGRS File Code:1000-25

Document Title:

CONT - Centro del Barrio - Volunteer Site agree

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

STATE OF TEXAS

Contract # 4600006857

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
CENTRO DEL BARRIO**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Centro del Barrio ("Volunteer") located at 123 Ascot, San Antonio, Texas 78224, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Centro del Barrio Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 3,668 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Centro del Barrio
123 Ascot.
San Antonio, TX 78224

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

[Signature]
Authorized Signature

Centro del Barrio
(Name of Volunteer)

123 Ascot
(Street Address)

San Antonio, TX 78224
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006858

TSLGRS File Code:1000-25

Document Title:

CONT - Crestview Baptist Church - Volunteer Sit

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

STATE OF TEXAS

Contract # ¹⁰
460000 6858

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
CRESTVIEW BAPTIST CHURCH**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Crestview Baptist Church ("Volunteer") located at 8101 Eaglecrest Blvd., San Antonio, Texas 78239, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Crestview Baptist Church Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 3,144 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Social Services Manager	Crestview Baptist Church
Comprehensive Nutrition Project	8101 Eaglecrest Blvd.
Senior Services Division	San Antonio, TX 78239
Department of Community Initiatives	
2300 W. Commerce, Suite 203	
San Antonio, Texas 78207	

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 11 day of 28, 07.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

Rev. Frank W. Moore
Authorized Signature

Crestview Baptist Church
(Name of Volunteer)

8101 Eaglecrest Blvd
(Street Address)

San Antonio, TX 78239
(City, State, Zip Code)

APPROVED AS TO FORM:

Shueya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006860

TSLGRS File Code:1000-25

Document Title:

CONT - Good Samaritan Center- Volunteer Site Ag

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

STATE OF TEXAS

Contract # 4600006860

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
GOOD SAMARITAN CENTER**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Good Samaritan Center ("Volunteer") located at 1600 Saltillo, San Antonio, Texas 78207, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Good Samaritan Center Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 15,196 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

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(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

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IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

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- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

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- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

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- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

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- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Social Services Manager Comprehensive Nutrition Project Senior Services Division Department of Community Initiatives 2300 W. Commerce, Suite 203 San Antonio, Texas 78207	Good Samaritan Center 1600 Saltillo. San Antonio, TX 78207

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement


18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:


Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:


Eden Hernandez Robles
Family Development Services Coordinator
Good Samaritan Center
(Name of Volunteer)

APPROVED AS TO FORM:


Assistant City Attorney

1600 Saltillo
(Street Address)

San Antonio, TX 78207
(City, State, Zip Code)

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Good Samaritan Center
 As of 09-Jan-2008 4:06 PM EST
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757



CMS or Ordinance Number: CN4600006861

TSLGRS File Code:1000-25

Document Title:

CONT - Granada Apartments - Volunteer Site Agre

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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STATE OF TEXAS

Contract # 4600006861

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
GRANADA APARTMENTS**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Granada Apartments ("Volunteer") located at 311 S. St. Mary's, San Antonio, Texas 78205, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Granada Apartments Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 16,768 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Granada Apartments
311 S. St. Mary's
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.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:


Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:


Authorized Signature

Granada Apartments
(Name of Volunteer)

311 S. St. Mary's
(Street Address)

San Antonio, TX 78205
(City, State, Zip Code)

APPROVED AS TO FORM:


Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006862

TSLGRS File Code:1000-25

Document Title:

CONT - Legacy @ O'Connor Apartments - Volunteer

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008



STATE OF TEXAS

Contract # 4600006862

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
LEGACY AT O'CONNOR APARTMENTS**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and the Legacy at O'Connor Apartments ("Volunteer") located at 13842 O'Connor, San Antonio, Texas 78233, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at the Legacy at O'Connor Apartments Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
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- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
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- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES. DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 10,480 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
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- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

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- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.

- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

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IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Legacy at O'Connor Apartments
13842 O'Connor,
San Antonio, TX 78233

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

- 14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate

any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 30 day of November 2007

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

Sandra Couch
Authorized Signature

Legacy @ O'Connor Apartments
(Name of Volunteer)

Sandy Couch

13842 O'Connor
(Street Address)

San Antonio, TX 78233
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreyu Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006864

TSLGRS File Code:1000-25

Document Title:

CONT - Legacy @ Science Park Apartments - Volun

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

JK

STATE OF TEXAS

Contract # 4600006864

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
LEGACY AT SCIENCE PARK APARTMENTS**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and the Legacy at Science Park Apartments ("Volunteer") located at 5803 Ingram, San Antonio, Texas 78228, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at the Legacy at Science Park Apartments Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 7,074 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Legacy at Science Park Apartments
5803 Ingram.
San Antonio, TX 78228

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 28th day of January, 2008.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

Amber Edwards
Authorized Signature

Legacy @ Science Park Apartments
(Name of Volunteer)

5803 Ingram
(Street Address)

San Antonio, TX 78228
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006865

TSLGRS File Code:1000-25

Document Title:

CONT - Nueces Bend Apartments - volunteer Site

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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

INTRADEPARTMENTAL CORRESPONDENCE SHEET

TO: Dennis J Campa, Director Department of Community Initiatives

FROM: Laura Cisneros, Social Services Manager

THROUGH: Cindy Schoenmakers, Assistant Director

SUBJECT: **Alamo Area Council of Governments Fiscal Year 2008 Vendor Agreements, Lease Agreements and Volunteer Site Agreements (See Attached Listing)**

DATE: December 7, 2007

Contract: **Alamo Area Council of Governments, Comprehensive Nutrition Program (CNP)**

Ordinance Authorizing Contract: 2007-10-18-1104, SAP 13000000617 Atchd

Date of Ordinance Authorizing Contract: October 18, 2007

MAJOR PROVISIONS OF CONTRACT:

Our FY 2008 contract with AACOG authorizes our use of vendors to provide the meal services to our senior clients. This is done with Vendor Agreements, Lease Agreements and Volunteer Site Agreements. At total of 19 of these agreements are attached.

AMOUNT OF CONTRACT: Funding for the CNP contract is \$1,763,224

MONITORING: These vendor agreements will be monitored by Elderly Services Supervisors of Senior Services Division and Kevin Ayarzagotia, Fiscal Officer.



Laura Cisneros, Senior Services Manager Date
Senior Services Division

Attachments: 1. Nineteen Vendor Agreements
2. Ordinance # 2007-10-18-1104

STATE OF TEXAS

Contract # 4600006865

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
NUECES BEND APARTMENTS**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Nueces Bend Apartments ("Volunteer") located at 3503 Camino Real Rd., San Antonio, Texas 78238, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Nueces Bend Apartments Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 7,074 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

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- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

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IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

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- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

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- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Nueces Bend Apartments
3503 Camino Real Rd.
San Antonio, TX 78238

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 20 day of Nov., 07

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

Estelita Zelaya
Authorized Signature

Nueces Bend Apartments
(Name of Volunteer)

3503 Camino Real Rd.
(Street Address)

San Antonio, TX 78238
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures

DEPARTMENT OF COMMUNITY INITIATIVES

RECEIVED

JAN 14 2008

City Attorney's Office
San Antonio, Texas

CONTRACT ROUTING SLIP

Date: 1/09/2008

REQUEST FOR SIGNATURES:

INITIAL DATE

1. Celeste Flores, Acting Contract Coordinator
Department of Community Initiatives

CyF 1/9/08

2. Cindy Schoenmakers, Assistant Director
Department of Community Initiatives

*After review, forward to Carrie Jimenez.
Carrie, please forward to City Attorney's Office.*

ckc 1/11/08

3. Shreya Shah, Assistant City Attorney

After signature call Carrie Jimenez 207-8153 for pickup.

SS 1/28/08

4. Dennis J. Campa, Director

*Department of Community Initiatives.
After signatures, please return to Tina Marquez.*

DJC 1/28/08

ATTACHMENTS (7): FY08 CNP Agreements

Volunteer Site Agreements (7):

Centro Del Barrio – Centro del Barrio Family Center

SAP #4600006857 ✓

Crestview Baptist Church – Crestview Baptist Church Family Center

SAP #4600006858 ✓

Good Samaritan Center – Good Samaritan Center Family Center

SAP #4600006860 ✓

Granada Apartments – Granada Apartments Family Center

SAP #4600006861 ✓

Legacy at O'Connor Apartments – Legacy at O'Connor Apartments

Family Center SAP #4600006862

Legacy at Science Park Apartments – Legacy at Science Park Apartments

Family Center SAP #4600006864

Nueces Bend Apartments – Nueces Bend Apartments Family Center
SAP #4600006865

<i>For Department of Community Initiatives, Contract Section use only</i>	
1 Original to:	City Clerk
1 Original to:	Fernando Medellin to provide to agency
Copies to:	Program Monitor, Fernando Medellin; Fiscal Monitor, Kevin Ayarzagotia; Contracts Section in DM

DCI/OOD Mail Log #: 8689



CMS or Ordinance Number: CN4600006876

TSLGRS File Code:1000-25

Document Title:
CONT - SHEPHERD KING LUTHERAN CHURCH
CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

STATE OF TEXAS

Contract # 46000D6876

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
SHEPHERD KING LUTHERAN CHURCH**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Shepherd King Lutheran Church ("Volunteer") located at 303 W. Ramsey, San Antonio, Texas 78216, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Shepherd King Lutheran Church Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

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- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Shepherd King Lutheran Church
303 W. Ramsey.
San Antonio, TX 78216

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 14th day of NOV., 2007.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

Dr. John R. Brantley
Authorized Signature

Shepherd King Lutheran Church
(Name of Volunteer)

303 W. Ramsey
(Street Address)

San Antonio, TX 78216
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures



CMS or Ordinance Number: CN4600006879

TSLGRS File Code:1000-25

Document Title:

CONT - Disciples Ministries

CNP - VSA other

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

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

INTRADEPARTMENTAL CORRESPONDENCE SHEET

TO: Dennis J Campa, Director Department of Community Initiatives

FROM: Laura Cisneros, Social Services Manager

THROUGH: Cindy Schoenmakers, Assistant Director

SUBJECT: **Alamo Area Council of Governments Fiscal Year 2008 Vendor Agreements, Lease Agreements and Volunteer Site Agreements (See Attached Listing)**

DATE: December 7, 2007

Contract: **Alamo Area Council of Governments, Comprehensive Nutrition Program (CNP)**

Ordinance Authorizing Contract: 2007-10-18-1104, SAP 13000000617 Atchd

Date of Ordinance Authorizing Contract: October 18, 2007

MAJOR PROVISIONS OF CONTRACT:

Our FY 2008 contract with AACOG authorizes our use of vendors to provide the meal services to our senior clients. This is done with Vendor Agreements, Lease Agreements and Volunteer Site Agreements. At total of 19 of these agreements are attached.

AMOUNT OF CONTRACT: Funding for the CNP contract is \$1,763,224

MONITORING: These vendor agreements will be monitored by Elderly Services Supervisors of Senior Services Division and Kevin Ayarzagotia, Fiscal Officer.



Laura Cisneros, Senior Services Manager Date
Senior Services Division

Attachments: 1. Nineteen Vendor Agreements
2. Ordinance # 2007-10-18-1104

STATE OF TEXAS

Contract # 4600006879

COUNTY OF BEXAR

**COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
DISCIPLES MINISTRIES CENTER**

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and Disciples Ministries Center ("Volunteer") located at 1744 W. Gramercy Place, San Antonio, Texas 78201, a nutrition center site ("Center").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at Diciples Ministries Family Center, a nutrition center site (the "Center"); NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at the Center.
- 1.2 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.3 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Senior Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide a projected total of 1,300 Congregate Meals for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the Metropolitan Health District as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
 - (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue and portion control.
- 4.4 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Volunteer shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at the Center while Project meals are being served.

- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, Volunteer shall notify the City by Friday at 2:00 PM, of the number of meals to be served at the Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part IX, Subsection 270.5 Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.
- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:

(a) Volunteer shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. In no event will the City be required to maintain any insurance coverage for Volunteer. If a Worker's Compensation Policy is maintained, a copy of their insurance certificate shall be provided to City of San Antonio, Dept. of Community Initiatives.

(b) Volunteer shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Volunteer. In the event that Property, Autos, and Legal Liability (Commercial General Liability) policies are maintained, a copy of their insurance certificate and additional insured endorsement shall be provided to City of San Antonio, Dept. of Community Initiatives.

IX. Indemnity

- 9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(a) Volunteer covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, directly or indirectly arising out of, resulting from or related to Volunteer's activities under this Agreement, including any acts or omissions of Volunteer, any agent, officer, director, representative, employee, consultant or sub-contractor/sub-volunteer of Volunteer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Volunteer shall promptly advise the City in writing of any claim or demand against the CITY or Volunteer known to Volunteer related to or arising out of

Volunteer's activities under this Agreement and shall see to the investigation of and defense of such claim or demand at Volunteer's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Volunteer of any of its obligations under this paragraph.

- (b) It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by Volunteer to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. VOLUNTEER further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Social Services Manager	Disciples Ministries Center
Comprehensive Nutrition Project	2610 Perez St.
Senior Services Division	San Antonio, TX 78201
Department of Community Initiatives	
2300 W. Commerce, Suite 203	
San Antonio, Texas 78207	

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XIV. Venue

14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 30th day of January, 2008.

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

[Signature]
Authorized Signature

Disciples Ministries Center
(Name of Volunteer)

1744 W. Gramercy Pl.
(Street Address)

San Antonio, TX 78201
(City, State, Zip Code)

APPROVED AS TO FORM:

Shreya Shah
Assistant City Attorney

Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
Attachment II - Cash Handling Procedures

DEPARTMENT OF COMMUNITY INITIATIVES

CONTRACT ROUTING SLIP

Date: 1/15/2008

REQUEST FOR SIGNATURES:

INITIAL	DATE
<u>CLF</u>	<u>1/15/08</u>

1. Celeste Flores, Acting Contract Coordinator
Department of Community Initiatives

2. Cindy Schoenmakers, Assistant Director
Department of Community Initiatives

*After review, forward to Carrie Jimenez.
Carrie, please forward to City Attorney's Office.*

<u>CK</u>	<u>1/16/08</u>
-----------	----------------

3. Shreya Shah, Assistant City Attorney

After signature call Carrie Jimenez 207-8153 for pickup.

<u>SS</u>	<u>1-28-08</u>
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4. Dennis J. Campa, Director

*Department of Community Initiatives.
After signatures, please return to Carrie Jimenez.*

<u>DJC</u>	<u>1-30-08</u>
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ATTACHMENTS (2): FY08 CNP Agreements

Volunteer Site Agreements (2):

Disciples Ministries Center – Disciples Ministries Family Center
SAP #4600006879

Shepherd King Lutheran Church – Shepherd King Lutheran Church
Family Center SAP # 4600006876

<i>For Department of Community Initiatives, Contract Section use only</i>	
1 Original to:	City Clerk
1 Original to:	Fernando Medellin to provide to agency
Copies to:	Program Monitor, Fernando Medellin; Fiscal Monitor, Kevin Ayarzagotia; Contracts Section in DM

DCI/OD Mail Log #: 8715

1/15/2008

km



CMS or Ordinance Number: OR00000200710181104

TSLGRS File Code: 1000-05

Document Title:

ORD - SHEPHERD KING LUTHERAN CHURCH

CNP - VSA other

Ordinance Date:
10/18/2007



CMS or Ordinance Number: CN4600006747

TSLGRS File Code:1000-25

Document Title:
CONT - El Carmen Catholic Church
FY 08 \$6000.00

Commencement Date:
10/1/2007

Expiration Date:
9/30/2008



CMS or Ordinance Number: OR00000200710181104

TSLGRS File Code: 1000-05

Document Title:

ORD - El Carmen Catholic Church

FY 08 \$6000.00

Ordinance Date:
10/18/2007

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

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Community Initiatives, or his designated representative, pursuant to Ordinance No 2007-10-18-1104, passed and approved on October 18, 2007 and the Archdiocese of San Antonio (hereinafter referred to as "Lessor") acting by and through the Archbishop of San Antonio.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions hereinafter stated, Lessor hereby leases to the Lessee that portion of El Carmen Parish located at 18555 Leal Road, San Antonio, Texas 78221 (hereinafter referred to as the "Leased Premises") described as the dining hall and kitchen .

2. The term of this Lease Agreement is for the period beginning October 1, 2007 and ending September 30, 2008. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours") for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the opinion of the Pastor and/or Council of El Carmen Parish would conflict with the religious teachings of the Catholic Church or the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for immediate termination of the Lease Agreement by Lessor. Lessor shall notify the Lessee of the offending activity or event and give Lessee the opportunity to correct the situation to Lessor's satisfaction. In the event that Lessor is dissatisfied with Lessee's corrective action, Lessor may terminate the Lease Agreement with seven (7) calendar days' notice so that Lessee is given adequate opportunity to make alternate arrangements and minimize interruption of service to seniors.

6. During the Project Hours, Lessee shall keep the Leased Premises in a neat, clean and sanitary condition, to include without limitation sweeping, mopping, disposal of any trash and the wiping down of all surfaces prior to departure on all days of Lessee's operation.

7. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

8. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

9. Lessee shall pay \$500.00 monthly to the business manager of El Carmen Parish for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Lessor shall send Lessee a monthly invoice by the 1st of each month to ensure payment by the 15th of each month.

10. Lessor agrees and understands that Lessee has projected costs for this Lease Agreement and Lessee expects to pay all obligations of the Lease Agreement from projected revenue sources, but all obligations of Lessee are subject to annual appropriation by the San Antonio City Council or, if applicable, availability of State of Texas or Federal grant funds, in future years after the City of San Antonio fiscal year ending September 30, 2008 should this Lease Agreement continue for any additional period or periods beyond such date. If City Council does not appropriate funds for any given year of this Lease Agreement or if grant funds are not received from the State or Federal government, then this Lease Agreement shall automatically terminate without recourse to Lessor.

11. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment. The Parties agree that the Leased Premises are being leased to Lessee "as is" "where is," and "with all faults."

12. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must first be approved in writing by the Archdiocese of San Antonio representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

13. Lessor shall pay for all fees and costs for electricity, gas, water, wastewater, and garbage dumpster service.

14. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described in writing below. Tables and chairs and all the kitchen equipment. Lessee agrees to use the same appropriately and according to their intended use and manufacturers' directions and to maintain the same in an operable state, making repairs or replacements as necessary, if it is Lessee's use that caused the need for repair and replacement. Lessee shall not be responsible for repairs or replacement that become necessary due to normal wear and tear, due to damage caused by the use of another party, or due to the manufacturers' defects in furnishings or equipment. So as to minimize the risk of dispute, Lessor and Lessee shall develop a procedure to confirm at regular intervals that the furniture and equipment used by Lessee are in a satisfactory and operable state, normal wear and tear excepted, after Lessee's periodic use.

15. Lessee, the City of San Antonio, maintains insurance and a fully funded reserve account which meets or exceeds Lessor's insurance requirements. This fund, as designated by City Council, is solely for the purpose of providing relief from third party legal liability claims, for which the City may become liable. All claims against the City are governed by the Statutes of the State of Texas, including the Texas Tort Claims Act and Section 150 of the City Charter, with which the City is in full compliance.

16. LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of the LESSEE, individually or collectively directly or indirectly arising out of, resulting from or related to LESSOR's activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of LESSEE, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSOR AND LESSEE ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE LESSEE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

LESSOR shall promptly advise the LESSEE in writing of any claim or demand against the LESSEE or LESSOR known to LESSOR related to or arising out of LESSOR's activities under this LEASE AGREEMENT.

17. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have a non-exclusive license to use parking spaces adjacent to the Leased Premises during Project Hours as long as it doesn't interfere with church operations.

18. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery, or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR: Archdiocese of San Antonio
2718 W. Woodlawn Avenue
San Antonio, Texas 78228-5124
with copy to El Carmen Catholic Church, Attn: Business Manager, 18555 Leal Road, San Antonio, Texas 78221.


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

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

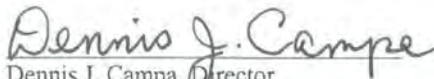
19. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

20. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS 10th DAY, OF August 2008.

LESSOR:


Jose H. Gomez, Archbishop of San Antonio
And Successors in Office,
~~by Reverend Martin J. Leopold, Attorney-in-Fact~~

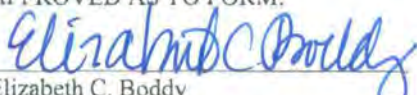
LESSEE:


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

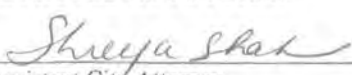
Date

8-6-08

Date

APPROVED AS TO FORM:


Elizabeth C. Boddy

APPROVED AS TO FORM:


Assistant City Attorney



CMS or Ordinance Number: CN4600006753

TSLGRS File Code:1000-25

Document Title:
CONT - FY 08 CNP Program
FY 09-\$6,600

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008



CMS or Ordinance Number: OR00000200710181104

TSLGRS File Code: 1000-05

Document Title:
ORD - FY 08 CNP Program
FY 09-\$6,600

Ordinance Date:
10/18/2007

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

This Lease Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "Lessee"), a Texas Municipal Corporation, acting by and through the Director of the Department of Community Initiatives, or his designated representative, pursuant to Ordinance No 2007-10-18-1104, passed and approved on October 18, 2007 and the Archdiocese of San Antonio (hereinafter referred to as "Lessor") acting by and through the Archbishop of San Antonio.

WITNESSETH:

1. For and in consideration of the mutual agreements considered herein and subject to the terms and conditions hereinafter stated, Lessor hereby leases to the Lessee that portion of St. Bonaventure Parish located at 1918 Palo Alto Road, San Antonio, Texas 78211 (hereinafter referred to as the "Leased Premises") described as the dining hall and kitchen.

2. The term of this Lease Agreement is for the period beginning October 1, 2007 and ending September 30, 2008. At the end of the term of this Lease Agreement, the Lessee shall have the option to renew this Lease Agreement for an additional one-year period under the same terms and conditions of this Lease Agreement subject to City Council approval. This Lease Agreement can be terminated by the Lessor or Lessee with thirty (30) days' written notification to the other party.

3. The Lessee shall have the right to occupy and use the Leased Premises from Monday through Friday, from 7:00 a.m. to 2:00 pm. (the "Project Hours") for the following purpose and no other, and this tenancy shall not be assigned or sublet: to provide nutrition services for persons 60+ years of age and their spouses, regardless of spouse's age.

4. Lessor represents and warrants that the Leased Premises are in compliance with the applicable accessibility requirements for facilities under the American with Disabilities Act, as amended.

5. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the opinion of the Pastor and/or Council of El Carmen Parish would conflict with the religious teachings of the Catholic Church or the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be good cause for termination of the Lease Agreement by Lessor. Lessor shall notify the Lessee of the offending activity or event and give Lessee the opportunity to correct the situation to Lessor's satisfaction. In the event that Lessor is dissatisfied with Lessee's corrective action, Lessor may terminate the Lease Agreement with seven (7) calendar days' notice so that Lessee is given adequate opportunity to make alternate arrangements and minimize interruption of service to seniors.

6. During the Project Hours, Lessee shall keep the Leased Premises in a neat, clean and sanitary condition, to include without limitation sweeping, mopping, disposal of any trash and the wiping down of all surfaces prior to departure on all days of Lessee's operation.

7. Lessee shall comply promptly with all laws, rules and orders of federal, state, and municipal governments and their departments and agencies applicable to the Leased Premises.

8. Lessee shall have the sole responsibility to secure in Lessee's name any permits or licenses required for Lessee's activities or events held on the Leased Premises, except as determined by Lessor.

9. Lessee shall pay \$550.00 monthly to the business manager of St. Bonaventure Parish for the time reserved in paragraph 2 of this Lease. Said sum is to be paid to Lessor's representative not later than one week prior to the commencement of the activities scheduled. Lessor shall send Lessee a monthly invoice by the 1st of each month to ensure payment by the 15th of each month.

10. Lessor agrees and understands that Lessee has projected costs for this Lease Agreement and Lessee expects to pay all obligations of the Lease Agreement from projected revenue sources, but all obligations of Lessee

are subject to annual appropriation by the San Antonio City Council or, if applicable, availability of State of Texas or Federal grant funds, in future years after the City of San Antonio fiscal year ending September 30, 2008 should this Lease Agreement continue for any additional period or periods beyond such date. If City Council does not appropriate funds for any given year of this Lease Agreement or if grant funds are not received from the State or Federal government, then this Lease Agreement shall automatically terminate without recourse to Lessor.

11. The Lessee acknowledges that it has fully inspected the Leased Premises and on the basis of such inspection Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including any building, furnishings, fixtures, and equipment. The Parties agree that the Leased Premises are being leased to Lessee "as is" "where is," and "with all faults."

12. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must first be approved in writing by the Archdiocese of San Antonio representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

13. Lessor shall pay for all fees and costs for electricity, gas, water, wastewater, and garbage dumpster service.

14. It is expressly understood and agreed that Lessee shall not have the use of any furnishings and equipment within said Leased Premises with the exception of any item described in writing below. Tables and chairs and all the kitchen equipment. Lessee agrees to use the same appropriately and according to their intended use and manufacturers' directions and to maintain the same in an operable state, making repairs or replacements as necessary, if it is Lessee's use that caused the need for repair and replacement. Lessee shall not be responsible for repairs or replacement that become necessary due to normal wear and tear, due to damage caused by the use of another party, or due to the manufacturers' defects in furnishings or equipment. So as to minimize the risk of dispute, Lessor and Lessee shall develop a procedure to confirm at regular intervals that the furniture and equipment used by Lessee are in a satisfactory and operable state, normal wear and tear excepted, after Lessee's periodic use.

15. Lessee, the City of San Antonio, maintains insurance and a fully funded reserve account which meets or exceeds Lessor's insurance requirements. This fund, as designated by City Council, is solely for the purpose of providing relief from third party legal liability claims, for which the City may become liable. All claims against the City are governed by the Statutes of the State of Texas, including the Texas Tort Claims Act and Section 150 of the City Charter, with which the City is in full compliance.

16. LESSOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the LESSEE and the elected officials, employees, officers, directors, volunteers and representatives of the LESSEE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the LESSEE and the elected officials, employees, officers, directors, volunteers, and representatives of the LESSEE, individually or collectively directly or indirectly arising out of, resulting from or related to LESSOR's activities under this LEASE AGREEMENT, including any acts or omissions of LESSOR, any agent, officer, director, representative, employee, consultant or subcontractor of LESSOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this LEASE AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of LESSEE, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSOR AND LESSEE ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE LESSEE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

LESSOR shall promptly advise the LESSEE in writing of any claim or demand against the LESSEE or LESSOR known to LESSOR related to or arising out of LESSOR's activities under this LEASE AGREEMENT.

17. Throughout the term of this Lease Agreement, Lessee and its representatives, agents and employees, shall have a non-exclusive license to use parking spaces adjacent to the Leased Premises during Project Hours as long as it doesn't interfere with church operations.

18. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery, or in writing by certified mail, postage prepaid, return receipt requested.

LESSOR: Archdiocese of San Antonio
2718 W. Woodlawn Avenue
San Antonio, Texas 78228-5124
with copy to St. Bonaventure Parish, Attn: Business Manager, 1918 Palo Alto Road, San Antonio, Texas 78211.

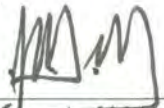
LESSEE: Director, Department of Community Initiatives
Comprehensive Nutrition Project
Senior Services Division
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

with a copy to the City Clerk, City of San Antonio, P.O. Box 839966 2nd floor San Antonio, Texas 78283-3966.

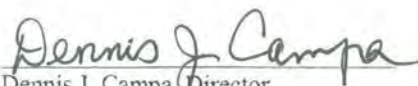
19. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any legal action, claim or dispute arising directly or indirectly as a result of this Lease Agreement shall be in Bexar County, Texas.

20. This Lease Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise regarding the subject matter of this Lease Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

AGREED TO THIS 6th DAY, OF August 2008.

LESSOR: 

Jose H. Gonzalez, Archbishop of San Antonio
And Succesors in Office,
~~by Reverend Martin J. Leopold, Attorney in Fact~~

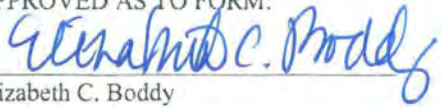
LESSEE: 

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


Date

8-6-08

Date

APPROVED AS TO FORM:


Elizabeth C. Boddy

APPROVED AS TO FORM:


Assistant City Attorney



CMS or Ordinance Number: CN4600007532

TSLGRS File Code:1000-25

Document Title:
CONT - CNP FY 08-Volunteer Site Agreements

Commencement Date:

9/9/2008

Expiration Date:

9/30/2008



CMS or Ordinance Number: OR00000200710181104

TSLGRS File Code: 1000-05

Document Title:
ORD - CNP FY 08-Volunteer Site Agreements

Ordinance Date:
10/18/2007

STATE OF TEXAS

Contract # _____

COUNTY OF BEXAR

VENDOR AGREEMENT

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007 and the Archdiocese of San Antonio, acting by and through the Archbishop of San Antonio (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Vendor to carry out the Project at nutrition center sites; NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Vendor shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at nutrition center sites from Monday through Friday, between the hours of 7:00 a.m. to 2:00 pm, (the "Project Hours"). The nutrition center sites are listed in Attachment VI, which is attached hereto and incorporated herein for all purposes as if copied at length, with Project operation by Vendor's participating parishes on-site or off-site. The nutrition center sites are hereinafter individually referred to as "Center" and collectively referred to as "Centers." Wherever in this Agreement reference is made to a Center, Vendor understands and agrees that such reference shall be held and construed to reference each and every Center listed on Attachment VI, unless the context otherwise requires. Additionally, the use of the word "Center" shall be held to include the plural, and the use of the word "Centers" shall be held to include the singular, as the context may require.
- 1.2 Vendor understands and agrees that the performance obligations of the Vendor under this Agreement are imputed to each participating parish operating a Center (participating parishes are hereinafter individually referred to as "Parish" and collectively referred to as "Parishes") listed on Attachment VI with respect to its Center. Vendor agrees to cause all employees and volunteers of Vendor's Parishes to comply with the terms of, and obligations of Vendor under, this Agreement. Vendor shall provide a fully executed copy of this Agreement to each Parish for the purposes of making each Parish aware of the Parish's performance obligations under this Agreement.
- 1.3 In consideration, the City shall reimburse Vendor's Parishes on a fixed unit rate basis for meals served as described in Article IV of this Agreement at the fixed unit rate price of \$1.72 for Congregate Site Management and \$1.38 for Homebound Site Management. These fixed unit rates are the gross receipt amounts.

1.4 The Vendor acknowledges that the City's obligation hereunder for payment in consideration of full and satisfactory performance of activities described in this Agreement is limited to monies allocated from the General Fund and received from AACOG program income, and any other originating funding source.

1.5 Payment and financial transactions shall be as follows:

- (a) Reimbursement to the Vendor's Parishes at the addresses listed on Attachment VI on a fixed unit rate price basis by the City's Department of Community Initiatives shall be made monthly upon receipt of billing from each of the Vendor's Parishes. Vendor's Parishes shall comply with the Project Roster Due Date schedule which is attached hereto and incorporated herein for all purposes as Attachment I;
- (b) The costs of goods purchased through the City of San Antonio's Central Purchasing (hereinafter referred to as "Central Purchasing") will be paid directly by the City and are included in the fixed unit rate for Congregate Site Management in Section 1.2 of this Agreement. The costs of goods purchased through Central Purchasing are not included in the fixed unit rate for Homebound Site Management in Section 1.2 of this Agreement.
 - i. The amount of nine cents (\$0.09) per fixed unit, which is the estimated cost to the City of goods purchased through Central Purchasing per fixed unit, shall be withheld by the City from the reimbursements to Vendor's Parishes for Congregate Site Management.
 - ii. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is less than nine cents (\$0.09) per fixed unit, then the City shall reimburse Vendor's Parishes the amount that represents the difference between the amount withheld and the cost of the goods to the City. If at the end of the fiscal year, the actual cost to the City of goods purchased through Central Purchasing is greater than nine cents (\$0.09) per fixed unit, then the City shall deduct, from the final payment to Vendor's Parishes, the amount that represents the difference between the cost to the City of the goods and the amount withheld during the year.
- (c) All requests for payment shall be accompanied by documentation as may be required by the City's Department of Community Initiatives.
 - i. The Vendor's Parishes shall be reimbursed only for those meals served pursuant to this Agreement.
- (d) Vendor's Parishes shall maintain an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project for each Center. Vendor's Parishes shall maintain a Receipts and Disbursements Ledger. Vendor's Parishes shall maintain a general ledger with an Income and Expense Account for each budgeted line item, and shall file paid invoices revealing check number, date paid and evidence of goods or services received according to the expense account to which they were charged.
- (e) The City shall not be obligated to any third parties including any sub-contractor/sub-vendors of the Vendor.
- (f) Notwithstanding any other remedy contained herein, or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Vendor or its Parishes for failure to comply with the letter or spirit of this Agreement. Specifically, the City may withhold reimbursements or portions thereof to a particular Parish in cases where it determines that that Parish is not in compliance with this Agreement or has not obtained satisfactory accomplishment of projected program goals. All program income collected by Vendor's Parishes during the grant period shall be forwarded to the City of San Antonio monthly in conjunction with the roster due dates as specified in Attachment I, and as stated in paragraph 1.4. herein. The Vendor's Parishes shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled, CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

- (g) The Vendor's Parishes shall regularly administer its Project's accounting on an accrual basis which accurately reflects all costs incurred (paid and owed) by the Vendor's Parishes and shall maintain separate accounting records on the Project and a separate bank checking account of Project funds.
- (h) The costs or earnings of Vendor's Parishes under this Agreement may not be claimed under another agreement or grant.

II. Recapture of Payments

- 2.1 If the Vendor or one or more of Vendor's Parishes have failed to comply with the terms of this Agreement, which governs the use of monies appropriated under this Agreement, or if Vendor or one or more of Vendor's Parishes has received funds in excess of those actually earned, the City may take appropriate action including the recapture of payment and/or withholding of funds.

III. Agreement Period

- 3.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin effective October 1, 2007 and shall terminate on September 30, 2008.

IV. Scope of Work / Project Requirements

- 4.1 The Vendor shall provide management for the Project at the Centers and at a minimum offer the following services: transportation, outreach, escort, nutrition education, shopping assistance, recreation and physical fitness and a hot noon meal as prescribed in the Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements, which is attached hereto and incorporated herein for all purposes as Attachment III, and in the Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual), as revised, which is attached hereto and incorporated herein for all purposes as Attachment IV and other services that the Department of Community Initiatives deems appropriate.
 - 4.1.1 Regarding outreach services, the Vendor agrees that its Parishes shall assist seniors with community social service information and referrals as needed. These outreach services shall include form and application preparation assistance as may be required for other community services such as Food Bank applications, utility assistance, and rental assistance. Additionally, the Vendor agrees that its Parishes shall supervise and direct chauffeur services as needed in support of senior transportation.
 - 4.1.2 Vendor shall ensure that nutrition education classes are conducted a minimum of two times per calendar month for 15 minutes per class at each Center.
 - 4.1.3 The Vendor shall be responsible for safety and security at each Center during hours of operation in support of the Project. This shall include ensuring ADA compliance for individuals needing additional mobility assistance, and providing for supervision of Center custodians to ensure that each Center is clean and hazard free.
 - 4.1.4 The Vendor's Parishes shall coordinate monthly workshops at each Center to disseminate information regarding issues germane to senior health, nutrition, and well-being; as well as, local, state, and federal issues of the day affecting seniors. Workshops may include such topics as food preparation and storage, fraud and crime prevention, elderly abuse, and health awareness such as diabetes, stroke, heart attack, stress awareness. Coordination shall include advance advertisement through announcements, bulletins, or flyers. Additionally, the Vendor's Parishes shall provide staff support as needed for a successful workshop, including handing out presentation materials and ensuring an interpreter is on hand to accommodate Spanish and English speaking congregates.
 - 4.1.5 The Vendor's Parishes shall encourage the formation and continuity of a Center Senior Advisory Council at each Center to solicit input and feedback from congregates on services provided or desired at each Center.

- 4.1.6 The Vendor's Parishes shall coordinate with its respective Project Office supervisor for consultation and technical assistance as needed in support of this Agreement.
- 4.2 Vendor's Parishes shall attend planning, training and instructional sessions conducted or called by the Project Office, as may be scheduled.
- 4.2.1 The Vendor's Parishes shall provide in-service training to all personnel relative to the performance of this Agreement. The Vendor shall secure appropriate training and certification for all personnel delegated duties which require such specialized in-service training and/or certification.
- 4.3 With regard to the serving of meals:
- 4.3.1 The Vendor agrees that its Parishes shall provide a projected total of Congregate Meals and a projected total of Homebound Meals per year at each Center as specified on Attachment VI.
- 4.3.2 Serving: The serving of meals shall conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD).
- (a) The Vendor's Parishes shall ensure that the meals are served within the prescribed time frames daily.
- (b) The serving shall be in accordance with sanitary requirements as stipulated by the SAMHD and as specified by the approved Project menu.
- (c) The food shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.
- (d) The Vendor's Parishes shall insure that proper portion controls are established and used. City shall perform periodic inspections to insure compliance by the Vendor's Parishes with health codes, menu, and portion control.
- 4.3.3 The Vendor's Parishes shall be operational for a minimum of four (4) hours, from 7:00 a.m. to 2:00 p.m., five (5) days per week, Monday through Friday (including holidays), 52 weeks a year. Deviation from this schedule may be permitted by the Project Office with the understanding that meals shall be served to the participants as per Part IV of this Agreement no less than 250 days during the Project year. Changes to accommodate special cultural and religious days will be made ten (10) operational days in advance. Lost operational days shall be scheduled by the Parishes for the Centers for make-up within the succeeding seven (7) days. To ensure meals are served to participants no less than 250 days during each agreement year, Vendor's Parishes shall close a Center no more than once per quarter, excluding City holidays.
- 4.3.4 The Vendor shall ensure that someone certified by the American Red Cross in Standard First Aid is available at each Center during operational hours.
- 4.3.5 Vendor shall utilize the City's established "Meal Reservation System." Under this system, Vendor's Parishes shall notify the Project Office by Friday at 2:00 PM, of the projected number of meals to be served at their site the following week.
- 4.3.6 The Vendor shall ensure that a meal fee, to recover the full cost of the meal, is collected by Vendor's Parishes from all persons who are not eligible for services. Meals may be provided to guests and others who are not eligible if the provision of this meal does not deprive an eligible person of a meal. The Vendor's Parishes shall provide a voluntary opportunity for eligible participants to contribute to the cost of services while protecting the individual's privacy. The Vendor's Parishes shall safeguard and account for such contributions as program income in accordance with the CNP Manual in Attachment IV.

- 4.3.7 The Vendor shall allow the City to post a sign at Vendor's Centers, which identifies the full cost of the services, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute.
- 4.3.8 In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.3.9 Vendor agrees that its Parishes shall ensure that all foods are maintained and transported to homes/sites at adequate temperatures at all times. Hot and cold foods shall be maintained at safe temperatures throughout transport. Food items shall be maintained at the temperatures identified below:
- Hot Foods: 140 degrees Fahrenheit or higher
 - Cold Foods: 41 degrees Fahrenheit or lower
- 4.3.10 Vendor agrees that its Parishes shall ensure that the holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. The Meal Preparation Vendor shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.4 Vendor agrees that its Parishes shall transport the seniors in the Project to and from the Centers during the hours set forth in 4.3.3 of this Agreement and shall transport the seniors in the Project to special events and to scheduled Project Council meetings. Additionally, the Vendor agrees that its Parishes shall:
- 4.4.1 Ascertain that the operator of the vehicle is properly licensed to operate the vehicle described in this Agreement; that the vehicle is clean and maintained at all times in excellent mechanical condition; and that the operator presents a good appearance, observes normal courtesies and rigidly adheres to safe driving and operational practices.
- 4.4.2 Assure that the operator of the vehicle carry and have on hand at all times emergency equipment (fire extinguisher and first aid kit). This emergency equipment must be maintained in good, operable, and usable condition at all times.
- 4.4.3 Assure that the operator of each vehicle maintains a list of participants for pick-up and a copy of the list is filed monthly with the Project Office.
- 4.4.4 Assure that transportation is provided for participants to shopping centers for purchases of goods a minimum of once each week or at least four (4) trips each month. (Rural centers are required to provide transportation a minimum of twice monthly).
- 4.4.5 Honor special transportation requests from disabled participants who require special assistance.
- 4.4.6 Assure that drivers obtain and maintain a valid Defensive Driving Certificate within sixty (60) days after employment and renewal of such certificate every three (3) years.

V. Applicable Laws and Regulations

- 5.1 Vendor and its Parishes shall comply with all applicable laws, rules, regulations and codes of the United States and the state of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and County of Bexar in its performance of all of the work under this Agreement.

- 5.2 The Vendor understands that certain funds provided to it pursuant to this Agreement are funds which have been made available by the City and that it and its Parishes shall, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.
- 5.3 The Vendor agrees that it and its Parishes shall administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging and Disabilities (DADS), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.4 The Vendor agrees that it and its Parishes shall adhere to AACOG policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. A copy of said policies and procedures are attached hereto and incorporated herein as Attachment V. Vendor and its Parishes shall also adhere to Texas Administrative Code Title 40, Part 1, Chapter 84, Rule 84.5, Nutrition Service Requirements, previously identified as Attachment III.
- 5.5 The Vendor and its Parishes providing services under this Agreement shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this Agreement. The Vendor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.
- 5.6 In relation to the Project, Vendor and its Parishes shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Vendor agrees that it and its Parishes shall abide by all applicable provisions of San Antonio City Code Section 2-8, as amended. Also, Vendor certifies that it and its Parishes will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, but only to the extent that the same are applicable to Vendor, including but not limited to:
- (a) Title VII of the Civil Rights Act of 1964, as amended;
 - (b) Section 504 of the Rehabilitation Act of 1973, as amended;
 - (c) The Age Discrimination Act of 1975, as amended;
 - (d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
 - (e) Fair Labor Standards Act of 1938, as amended;
 - (f) Equal Pay Act of 1963, P.L. 88-38; and
 - (g) All applicable regulations implementing the above laws.

Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated but only to the extent the same are applicable to Vendor.

- 5.6.1 The Vendor agrees that it and its Parishes shall not hire or use in any capacity including as a volunteer any person that the Vendor receives notice from the City is ineligible to participate as an employee, volunteer or any other capacity in connection with the delivery of services under this Agreement.
- 5.7 The Vendor certifies that it and its Parishes shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the Vendor to suspension of payments, termination of Agreement, and debarment and suspension actions.

5.8 Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

5.9 It is expressly understood and agreed by the City and Vendor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds to meet City's liabilities hereunder. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with Alamo Area Council of Governments and/or City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

5.10 Vendor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policies:

(a) Vendor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Vendor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Vendor also agrees that Vendor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Vendor further agrees that Vendor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.

(b) The Vendor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Vendor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Vendor will be required to submit a written report to City's Department of Economic Development, including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Vendor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Vendor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

(c) The Vendor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within its agency to the Managing City Department and the Department of Economic Development.

5.11 Additionally, Vendor agrees that it and its Parishes shall comply with the following:

(a) Local Government Records Act of 1989 and the official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>

(b) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

Vendor agrees that it and its Parishes shall abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

5.12 The Vendor warrants that any and all taxes that the Vendor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal

property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Vendor shall comply with all applicable local, state, and federal laws including, but not limited to:

- (a) worker's compensation;
- (b) unemployment insurance;
- (c) timely deposits of payroll deductions;
- (d) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (e) Occupational Safety and Health Act regulations; and
- (f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

Vendor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 5.13 Vendor agrees to comply with applicable accessibility requirements for facilities under the American with Disabilities Act P.L. 101-336, enacted July 26, 1990, as amended and all regulations thereunder.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Vendor and its Parishes shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information relating to the Project and permit the City and the Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of agreement; issuance of payments may be discontinued by the City and legal remedy for the loss taken by the City.
- 6.2 The Vendor and its Parishes shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City,
- 6.3 Vendor agrees that it and its Parishes shall maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Vendor and its Parishes shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Vendor and its Parishes shall give the Director of the Department of Community Initiatives prior written notice that such disclosure is required with a full and complete description regarding such requirement. Vendor shall establish specific procedures designed to meet the obligations of this Article VI, Section 6.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Vendor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VI, Section 6.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Agreement, Vendor and its Parishes shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 6.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Vendor or one of its Parishes receives inquiries regarding documents within its possession pursuant to this Agreement, Vendor or the Parish receiving the inquiry shall

within forty-eight (48) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Vendor or the Parish receiving the inquiry shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Vendor or the Parish's receipt of such request.

- 6.5 In accordance with Texas law, Vendor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Vendor agrees that no such local government records produced by or on the behalf of Vendor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Vendor.
- 6.6 Vendor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Vendor further agrees if requested by City to turn over to City all such records upon termination of this Agreement. Vendor agrees that it and its Parishes shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Community Initiatives, unless required to do so by a court of competent jurisdiction. The Department of Community Initiatives shall be notified of such request as set forth in Article XIV, Section 14.1 of this Agreement.
- 6.7 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Vendor agrees that it and its Parishes shall submit to such monitoring and evaluation.
- 6.8 The Vendor agrees that it and its Parishes shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the state of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term. Vendor shall include the substance of this provision in all subcontracts.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the date on which notice is sent. The Vendor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance of its obligations for which final payment is sought.
- 7.2 Termination for Cause - Should the Vendor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if this Vendor should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Vendor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that

Vendor's performance upon which final payment is conditioned shall include, but not be limited to, the Vendor's complete and satisfactory performance, of its obligations for which final payment is sought.

- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG, Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of Vendor or its sub-contractor/sub-vendors supported under provision of this Agreement, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Vendor.
- 7.4 Notwithstanding the provisions set forth in sections 7.1, 7.2 and 7.3 of this Agreement, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages.
- 7.5 In the event of termination, final billings for units of services delivered pursuant to the Agreement will be submitted by the Vendor to the City of San Antonio within ten (10) calendar days from the date of termination. Vendor understands that no units of services delivered after the termination date will be reimbursed.
- 7.6 Vendor agrees and understands that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, including AACOG grant agreement funds, but if the parties execute an agreement covering a multi-year period, then all obligations of City are subject to annual appropriation by the City Council in future years after the first year of the Agreement. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Agreement, which results in the unavailability of funds, City may terminate this Agreement and neither Vendor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.
- 7.7 In the event that this Agreement is terminated, as provided above, the City or AACOG may require the Vendor to transfer title and deliver to the City or AACOG or to another authorized vendor, any property acquired by federal or state funds or assigned to the Vendor by the AACOG for the purpose of this Agreement.

VIII. Insurance

8.1 Vendor agrees to comply with the following insurance provisions:

- (a) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Community Initiatives Department, which shall be clearly labeled "Comprehensive Nutrition Project" 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 be mailed, 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 Agreement until such certificate and endorsements have been received and approved by the City's Community Initiatives Department. No officer or employee, 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 Agreement 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 Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- (c) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor'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:

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

- (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). Vendor 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. Vendor shall pay any costs incurred resulting from said changes.

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

- (e) Vendor 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; and
 - 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, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Agreement.
- (g) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.
- (h) It is agreed that Vendor'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 Agreement.
- (i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

It is expressly understood and agreed that the Vendor shall not be required to use 15-passenger vans as a part of this Agreement, nor shall it be required to insure the same.

IX. Indemnity

9.1 VENDOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, directly or indirectly arising out of, resulting from or related to VENDOR's activities under this AGREEMENT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

VENDOR shall promptly advise the CITY in writing of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT

X. Legal Requirements

- 10.1 The Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage,

or contingent fee. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 10.2 No elected official, director, officer, agent or employee of City or Vendor shall be charged personally or held contractually liable by or to City or Vendor under any term or provision of this Agreement, or because of any breach thereof, or because of execution, approval, or attempted execution of this Agreement.

XI. Amendments

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

XII. Subcontracting and Assignment

- 12.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.

XIII. Independent Contractor

- 13.1 In performance of obligations under this Agreement, the Vendor shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Vendor shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to City employees.

XIV. Communication

- 14.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director, Department of Community Initiatives
2300 W. Commerce, Suite 203
San Antonio, Texas 78207

VENDOR:
Archdiocese of San Antonio
2718 W. Woodlawn Avenue
San Antonio, Texas 78228-5124

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. All official communications made to Vendor shall be copied and sent to the particular parish operating a Center and affected by the official communications, at the address listed for said parish on Attachment VI.

XV. Venue

- 15.1 Vendor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any

dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XVI. Gender

16.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. Licensing/Training

17.1 Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

17.2 Vendor shall ensure that the Center Managers are Food Manager Certified as required under state and local law within 90 days of hire, and that staff maintain certification.

17.3 The Vendor shall furnish all necessary personnel with professional classification, qualifications, skill and expertise required to perform the services to be rendered and the responsibilities accepted pursuant to the activities conducted under this Agreement. The Vendor shall be responsible for completion of the services to be rendered in accordance with published service standards. The Vendor will provide all necessary supervision and coordination of activities that may be required to complete the services and fulfill all contractual obligations.

XVIII. Obligations

18.1 The Project Office staff will provide monitoring, technical assistance, training, planning and evaluation with the Vendor and Center personnel for the services specified in this Agreement as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the Project Office.

18.2 The Project Office staff will determine eligibility of all recipients and will ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Vendor's Parishes shall refer all individuals requesting services to the Project Office for eligibility determination.

XIX. Authority to Contract

19.1 The signer of this Agreement for City and Vendor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Vendor respectively, and to bind City and Vendor to all of the terms, conditions, provisions and obligations herein contained.

XX. Emergency Management

20.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, the Vendor will provide and/or coordinate appropriate resources to federal, state, or local disaster relief and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation; and volunteers.

XXI. Entire Agreement

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

21.21f any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXII. Acceptance of Agreement


22.11 the undersigned, certify that I have read and understand the terms of this Agreement and that the entity for which I execute this Agreement will abide by them. I further certify that I am authorized to sign for this Vendor.

In witness of which this Agreement has been executed effective the 16th day of August 2008

CITY OF SAN ANTONIO:

CONTRACTOR:


Dennis J. Campa, Director
Department of Community Initiatives

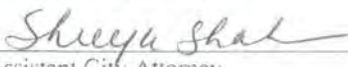

~~Jose H. Gomez, Archbishop of San Antonio and Successors in Office By Reverend Martin J. Leopold Attorney in Fact~~

Archdiocese of San Antonio
(Name of Vendor)

2718 W. Woodlawn Avenue
(Street Address)

San Antonio, TX 78228-5124
(City, State, Zip Code)

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO FORM:


Elizabeth C. Boddy

ATTACHMENTS:

- Attachment I-Project Roster
- Attachment II-Cash Handling Procedures
- Attachment III- Nutrition Service Requirements
- Attachment IV- Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment V- AACOG Policies and Procedures
- Attachment VI- Nutrition Center Sites

Monthly Service Roster

Provider: City of San Antonio

Services: Congregate Meals/Homebound Meals

PLEASE DATE YOUR ROSTER
FROM

Site: _____

SIGNATURES

Client	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
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TOTALS

ATTACHMENT I

Effective Date: March 1, 2007

Revision Dates(s):

I. PURPOSE:

This Administrative Directive (A.D.) defines and outlines policy with respect to receiving, handling, safeguarding, and depositing of City of San Antonio ("City") funds. Cash handling controls, as outlined in this Administrative Directive, have been adopted for uniform application in all departments. These controls address the decentralized nature of the receipting and depositing process while providing for standardized training and a periodic review of cash collected and reported.

II. POLICY:

All employees of the City, including uniformed employees, in positions designated by the Finance Department as having cash handling responsibilities shall conduct all cash handling activities in compliance with rules and guidelines set forth by this Administrative Directive and by their respective departmental cash handling procedures. An acknowledgement form is required to be completed/signed by each employee classified as a cash handler to ensure they have a full understanding of this policy (Attachment A)

All City departments having cash handling responsibilities shall maintain, review, and update respective departmental cash handling procedures to assure compliance with this Administrative Directive. Any deviation(s) from this Administrative Directive must be approved by the Finance Department and detailed in departmental cash handling procedures.

III. DEFINITIONS:

- A. **Cash Equivalents:** Checks, money orders, traveler's checks, credit/debit cards, and event tickets.
- B. **Cash Handler:** All full-time, part-time, seasonal or temporary employees whose job description includes responsibility for receiving, transmitting, safeguarding, and/or depositing of City funds.
- C. **Cash Handling:** The receiving, transmitting, safeguarding, and depositing of all funds received by the City, whether coin, currency, checks, money orders, traveler's checks, gift certificates, coupons, credit cards, stamps, ticket stock, electronic funds transfer, and other cash equivalents.
- D. **Cash Handling Database:** Database of City positions designated as cash handlers with assigned risk factors based on cash handling activity.
- E. **Cash Handling Site:** Designated City location where funds are received, transmitted, safeguarded and/or deposited, whether coin, currency, checks, money orders, traveler's checks, credit/debit cards, stamps, ticket stock, electronic funds transfer, and/or other cash equivalents.
- F. **Change Fund:** A sum of money set aside for the purpose of making change where cash is collected.

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- G. **Covert Cash Funds:** Funds established by the San Antonio Police Department used to pay confidential informants and for investigative operations such as narcotics vice.
- H. **Custodian:** Caretaker; the person in charge.
- I. **Escrowed Funds:** Money that has been put in the custody of others.
- J. **Fiduciary:** An individual or organization that is trusted to hold valuable items of another person.
- K. **Final Disposition:** Final deposit or distribution or payment.
- L. **Flash Funds:** One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities.
- M. **Fraud:** Intentional deception to deprive another person of property or to injure that person in some other way.
- N. **Imprest Fund:** A fund into which a fixed amount of money or cash equivalent is placed for the purpose of making change or minor distributions (i.e. change fund, petty cash fund, cash refund fund). The fund amount always remains constant.
- O. **Internal Control:** System that assures assets that belong to the City are received when tendered, protected while in the custody of the City, and used only for City related purposes. The system of internal control consists of all measures employed by the City for the purpose of (1) safeguarding resources against waste, fraud and inefficiency; (2) promoting accuracy and reliability in accounting and operating data; (3) encouraging and measuring compliance with City policy; and (4) judging the efficiency of operations in all divisions of the City. Internal controls are not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur.
- P. **Misappropriation:** Using property or money wrong/illegally.
- Q. **Mitigating Control:** Compensating measure implemented to identify irregularities after-the-fact, as opposed to primary controls that are intended to prevent fraud or detect human error at the point of its origination (i.e. supervisor reviews a batch of cash receipts at the end of a shift versus approving each transaction as it occurs at the point of sale or cash intake).
- R. **Mutilated:** Disfigured, bent, destroyed.
- S. **Negotiable (financial instruments):** Money or money equivalents that is easily transferable from one person to another (such as cash, traveler's checks, etc.).
- T. **Outage:** Cash shortage or overage. A cash handler has a shortage when a collection error is made such as not obtaining physical custody of money or a change-making error. A cash handler has an overage when excess money is collected and the excess cannot immediately be returned to the customer.
- U. **Overridden:** When controls are manually or electronically turned off or bypassed.

Effective Date: March 1, 2007

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- V. **Petty Cash Fund:** A fund used within an office to make small office purchases, which are \$100.00 or less. Petty cash purchases are usually quick or to meet an emergency need.
- W. **Post-dated Check:** Future dated check submitted in payment for City services and/or goods.
- X. **Risk Factors:** Assigned to cash handlers based on cash handling activity.
 - a. High: deals with cash on a daily basis
 - b. Medium: deals with cash equivalents
 - c. Low: Infrequent users of small amounts of cash
 - d. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1. for added detail on risk factors)
- Y. **Two-Party Check:** A check originally issued to another party ("payee") that is now offered in payment for City goods and/or services.

IV. POLICY GUIDELINES:

A. **Background Checks**

A background check with satisfactory results is a condition of employment for the City of San Antonio. Pursuant to A.D. 8.2. Criminal History Background Check for Cash Handling Positions, a criminal history background check will be conducted on all new hires, transfers, demotions, promotions and reclassifications into cash handling positions designated by the Finance Department. Interval background checks will be conducted on an on-going basis for those employees in cash handling positions, with timing determined by an assigned risk factor for the position.

B. **Training**

All employees in designated cash handling positions will have to successfully complete two (2) four (4) hour courses on cash handling policies. Successful completion of this course is defined as achieving a least a seventy percent (70%) passing grade on a test administered upon completion of each four hour course.

Upon successful completion of both courses, employees shall receive a cash handling certificate of completion. Cash handling employees not successfully completing these courses will have an opportunity to re-study and re-test a second time. Employees who fail to successfully complete required cash handling training are subject to termination, transfer and/or other employment action.

Departmental specialized and advance cash handling training may also be required (as identified by the department, while consulting with the Finance Department). Such training will be coordinated by the Finance Department and conducted by the Finance Department and Human Resources Department.

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C. Performance Expectations/Standards

All cash handling departments will establish performance standards and success measures for all cash handling positions. When establishing standards, the cash handling environment, the average number of cash handling transactions, and the average amount of dollars collected shall be taken into consideration.

D. Discipline

1. Civilian Employees

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.

2. Uniformed Employees

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with Collective Bargaining Agreements between the City and uniformed personnel. Internal procedures adopted for uniformed personnel of the Police and Fire Departments must conform to the provisions of this Directive

3. Individuals engaged in fraud (i.e. theft) will be subject to immediate dismissal and possible legal action.

E. Applicable Federal, State and Local Laws and Regulations

State law requires that cash collection sites retain original records pertaining to cash handling. Consult the Texas Administrative Code Title 13, Chapter 6, "Records Retention Scheduling Rules" for the current retention requirements regarding cash related records (See website <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html>).

V. RESPONSIBILITIES:

A. City Manager's Office

1. Establish an adequate internal control system over City cash and cash equivalents.
2. Direct the Office of Municipal Integrity to conduct cash handling investigations as deemed necessary.

B. Finance Department

1. Safeguard the City' financial assets and manage its financial resources in accordance with the goals of the City Council, City Manager and in compliance with applicable laws and generally accepted accounting and financial principals. Establish and update this Administrative Directive as necessary.

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2. Perform cashiering functions in designated locations.
3. Approve additions and deletions of citywide personnel classified as cash handlers (i.e. custodians of petty cash and change funds). Approve the updating of the cash handling database for all cash handling positions, which includes department, job class, position and risk factor. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.I.)
4. Approve the establishment of petty cash and change funds, including related amount of the fund.
5. Coordinate with the Human Resources Department to provide basic and specialized Cash Handling training.
6. Contact the San Antonio Police Department and/or Office of Municipal Integrity when a department has communicated a suspicion of theft or dishonest act by a City employee (i.e. missing or stolen funds). This determination will be dependent upon the dollar amount involved and the need for further investigation and/or law enforcement follow up.
7. Approve others authorized to inspect/review citywide cash handling operations.

C. Departmental Directors

1. Ensure the safeguarding of City funds.
2. Maintain clearly written and approved procedures for all areas of their department's cash handling operations.
3. Ensure procedures are in place to comply with this Administrative Directive and assume accountability for exceptions and deviations from this policy.
4. Provide the Finance Department a "Cash Handling Database Change Form" (See A.D. 8.2 Criminal History Background Checks for Cash Handling Positions for copy of database change form) requesting changes to existing departmental information, which is maintained in the cash handling database. The City Auditor's Office and the Office of Municipal Integrity will be given access to the updated database.
5. Ensure all employees hired, transferred, demoted, promoted and reclassified into designated cash handling positions are enrolled in cash handling training.

D. Cash Handler

1. Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times.
2. Report to their Department Director, who should in turn alert the Finance Department, of any instance where a City employee has knowledge or suspicion of a theft or dishonest act by another City employee.

E. Office of Municipal Integrity

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1. Coordinate and collaborate with the San Antonio Police Department on cash handling investigations, where appropriate.
 2. Provide written reports of internal investigations to the City Manager's Office, Finance Department, and the City Attorney's Office.
- F. City Auditor's Office
1. Perform announced or unannounced cash audits annually to determine compliance with this Administrative Directive.
 2. Review Departmental procedures and guidelines and provide appropriate feedback to the City Manager, Finance Department, Human Resources Department, and other departments.
- G. Human Resources Department
1. Maintain the cash handling database utilized for training and interval background checks.
 2. Assist employees and departments with interpretation of this Administrative Directive.
 3. Coordinate basic and specialized cash handling training.

VI. CASH HANDLING CONTROLS:

A. General Cash Controls

1. All employees with access to cash funds shall be covered under the City's Commercial Crime or Employee Dishonesty Insurance Policy as prescribed by the City's Risk Manager.
2. Cash handling sites shall have an individual designated by the Department Director as custodian with specific responsibility for cash handling at the respective location(s) during all shifts.
3. The number of employees with access to cash shall be limited for internal control purposes. Efforts shall be made for the physical separation of duties and responsibilities between the cash custodian and that of the individual or individuals that perform the accounting and recordkeeping function pertaining to cash.
4. Where the separation of responsibility is precluded due to limited available personnel, the supervisor shall perform specific verification steps for sound cash handling controls. This supervisor shall not be involved in the original transaction steps that are to be verified. Departments should confer with the Finance Department to establish other mitigating controls where separation of responsibility is precluded.
5. At least two people per cash handling site shall be involved in the cash handling process unless otherwise authorized by the Finance Department.

Effective Date: March 1, 2007

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6. Where possible, cash handling duties shall be rotated on a periodic basis. This can help to prevent departments from becoming dependent upon one person for a particular function and can make it easier to identify and correct procedural weaknesses and breaches.
7. When practicable, cash handling sites will have alarm devices, videotaped surveillance, and/or electronic microphone recording installed.
8. If billing invoices are used, the cashier cannot make adjustments to an invoice. The supervisor/administrator shall make any necessary corrections, changes or adjustments.
9. Physical protection of cash through the use of bank facilities, armored vehicles, vaults, and locked cash boxes, locked cash bags, or locked drawers shall be practiced at all times. Armored car service will be made available to those cash handling sites that require such service. Departments, in conjunction with the Finance Department, shall assess the reasonableness, practicality, and security in determining the use of armored car service.
10. In general, collections in the field are prohibited unless specifically authorized by the Director of Finance.
11. Cash on the premises will be held to a minimum to reduce the amount of idle cash that is available, as well as for cash control purposes. Deposits shall be made within twenty-four hours. Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for deposits, especially when deposits exceed the twenty-four hour time requirement noted above.

Careful consideration shall be given the risk involved in holding idle cash and/or cash equivalents in the department versus the cost to make more frequent deposits.

12. Authorized personnel within the department who do not have custodial, accounting or recording duties and responsibilities, shall conduct periodic examination, count, or other review of cash.

The Finance Department and the City Auditor's Office will also conduct random unannounced reviews and/or audits. The Office of Municipal Integrity will conduct investigations as directed by the City Manager's Office.

13. City departments, with assistance from the Finance Department, shall publish and update as necessary written cash handling instructions and procedures that will serve as procedural and training documentation for departmental cash handlers.

B. Receipting of Payments

1. Checks, traveler's checks, money orders and other negotiable financial instruments shall be endorsed as they are received.
2. All employees charged with the receipting of cash at the point of sale shall be provided by the department with a copy of the current fee and rate schedule as

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well as the appropriate general ledger account codes. Fees and rates shall be posted in a clear and visible site for the general public's advisement. Posted information shall also include a contact telephone number for a customer to call if a transaction receipt is not provided to the customer when cash and/or cash equivalents are paid.

3. All handwritten receipts shall be pre-numbered to account for lapses in sequence.
4. All checks shall be made payable to the City of San Antonio and shall be accepted only in the amount of the sale or transaction. Checks may not be written for more than the amount due to the City.
5. When accepting a personal check for amounts due the City, the cash handler shall capture the following payer's information and note same at the top of the check: 1) address, 2) telephone number, and 3) driver's license number. No temporary checks are to be accepted by cash handlers.
6. Post-dated or two-party checks will not be accepted.
7. Cash utilized for change ("Change Funds") and undeposited receipts shall not be used for petty cash purchases, loans, advances, or check cashing (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks).
8. Change Funds are not to be commingled with any other monies.
9. With the exception of the Finance Department no checks shall be cashed from cash receipts.
10. All departments with cash operations shall maintain a permanent collection record, such as a cash register tape, that has the record of all transactions including voids, refunds or cancellations. All revenues collected shall have a receipt or other proof of sale issued to the customer at the point of sale or collection whether handwritten or electronically generated.

There shall be a means of capturing and summarizing daily transactions, which will be reconciled to the amount deposited.

C. Deposits

1. The general operating standard for deposit of negotiable instruments and cash with the depository bank shall be within twenty-four hours of receipt. This includes the counting and balancing of cash receipts for each shift and depositing such receipts intact (i.e. a deposit for each shift). Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for the deposits where deposits exceed the abovementioned twenty-four hour requirement. All amounts that are not deposited on a daily basis shall be secured in a safe, vault or locked drawer.
2. Discrepancies between deposited amounts when compared to written receipts, cash register, or computer system generated receipts, shall be recorded along

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with documentation of the responsible cashier. The supervisor shall review, on a daily basis, such documentation and follow up with the appropriate corrective action, if needed. Department Directors have the ultimate responsibility to ensure discrepancies are identified and corrective measures are taken.

3. All security and bid deposits received in negotiable form, as well as escrowed funds or other funds that require specialized handling, shall be deposited and held by the City Clerks Office until final disposition is made.
4. All performance bonds shall be forwarded to the Finance Department, General Ledger Section for safekeeping.
5. All deposits shall be made intact (i.e. a deposit for each shift) and sealed in deposit bag; departmental receipts shall not be used to create or replenish petty cash or other funds. Un-deposited receipts are not to be used for loans, advances, or check cashing.

D. Covert Cash Funds

1. Covert Cash Funds will be used to pay confidential informants and for investigative operations and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. In order to maintain the confidentiality of cash transactions associated with covert and investigative operations, supporting documentation will be maintained by the San Antonio Police Department. The case number should be used when recording cash transactions in SAP.
3. Covert cash funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds.
4. The San Antonio Police Department's Petty Cash Custodian will be responsible for the oversight and control of covert cash funds.

E. Flash Funds

1. One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. The Chief of Police or designee will request in writing the disbursement of Flash Funds.
3. The Finance Director or designee will approve the distribution of flash funds and will also serve as the signatory for the disbursement.
4. Upon disbursement the San Antonio Police Department will be responsible for the oversight, control and safeguarding of flash funds.
5. Disbursement will be made payable to the Police Officer approved and designated by the Police Chief.

Effective Date: March 1, 2007

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6. Flash Funds are to be returned to the San Antonio Police Department's Petty Cash custodian and deposited within two working days of disbursement.

F. Petty Cash

Petty cash funds shall be established pursuant to A.D. 8.5 Petty Cash Handling, and upon the approval from the Finance Department. Petty cash funds are public funds entrusted to the department for which the fund was established. Petty cash shall be used to purchase items or services on an emergency and infrequent basis, where it is not feasible or practical to submit a purchase requisition, request for payment, or use a procurement card.

G. Change Funds

1. Change funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds; however, change funds are strictly revolving funds and require no replenishment. Change funds are established for the purpose of making change where cash is collected.
2. Petty cash or cash receipts shall not be commingled with change funds.
3. Change funds that are no longer needed to conduct the business for which they were established shall be deposited at the depository bank within 48 hours from the time it is determined that the funds are no longer required.
4. Funds established for postage shall be used for legal City correspondence and not for personal use.
5. No checks shall be cashed from a change fund (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks, as outlined below in Section F).

H. City Employee Check Cashing

1. City employee's personal checks in an amount not to exceed \$100.00 may be cashed at the Finance Department, Collections Division. No more than one personal check may be cashed per day. No personal checks shall be cashed at any other departmental location without the advanced written approval of the Finance Department, Collections Division.
2. City employees will permanently be prohibited from cashing personal checks after a second personal check is returned due to non-sufficient funds.
3. Once a personal check is returned for non-sufficient funds, the employee's check must clear their bank within two (2) working days from the date of notification by the Finance Department, Collections Division.
4. No two-party or post-dated checks shall be accepted.
5. Rebate checks are not to be cashed.
6. The Finance Department, Collections Division, shall only cash City issued checks for the advance and reimbursement of travel expenses.

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(Revision Dates(s):

I. Returned Checks

1. Occasionally a deposited check may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds held, stolen checks, forgery, endorsement, or signature. Should a check be returned, the Finance Department, Accounts Receivable Section will notify the receiving department of the returned check.
2. The Finance Department will attempt to collect the funds for the returned check along with the City's returned check processing fee by mailing a demand letter to the writer of the returned check. Only cash, certified checks or money orders will be accepted for payment of returned checks.
3. If collection efforts are unsuccessful after 10 days from the date of the demand letter the Finance Department, Collections Division will refer the returned check to the Bexar County District Attorney's Office for prosecution.

J. Refunds

1. Cash or credit card refunds are permitted only upon presentation of the receipt or other proof of purchase issued at the point of sale.
2. Departments authorized by the Finance Department to issue cash refunds will maintain a cash refund fund on an imprest basis.
3. Refunds shall be completed by charging the revenue General Ledger account that was originally credited.

K. Cash Storage and Safekeeping

1. Access to the cash drawer is limited to one person. The cash drawer shall be counted and balanced before another person takes possession of the cash drawer. Both parties involved in the cash drawer transfer shall be present when cash is counted, and a receipt shall be signed by the person accepting custody.
2. All areas around the cash handling sites shall be visible and without obstruction.
3. Access to departmental safes or other devices used to store cash on a temporary basis until deposited at the depository bank shall be restricted to a small number of employees. A safe's combination must be changed within two (2) business days after the departure of a person who has had access to the safe.
4. All funds shall be kept out of public view and shall be available for inspection by authorized representative(s) of the department, the Finance Department, the Office of Municipal Integrity, the City Auditor, or other authorized personnel as approved by the Finance Department. For money stored in a locked metal box or in a locked desk, the key shall be secured in another location of the office. Only certain assigned personnel shall have access to the key.

Effective Date: March 1, 2007

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L. Foreign and Mutilated Coin

1. Foreign coin and currency shall not be accepted (except for international sites/offices). Only coins and currency issued by the United States Federal Reserve Board are legal tender. Traveler's checks must state "U.S. Dollars".
2. No bent or mutilated coins shall be accepted.

M. Other Guidelines

1. The Finance Department is responsible for creating and closing bank accounts.
2. Lost and found cash or its equivalent greater than \$50 shall be deposited in compliance with Texas escheat laws after all reasonable attempts have been made to identify and return the lost and found money or its equivalent to the rightful owner. Amounts \$50 or less shall be deposited to the appropriate fund based on the General Ledger coding identified by the Finance Department. If funds are properly claimed subsequently, these funds will be relinquished to the rightful owner through the standard accounts payable process.
3. Departmental controls shall include a practical means for employees to report instances where system controls are overridden that could be indicative of fraud (i.e. implement an effective "whistle blower's" program).
4. Cash handlers shall be watchful for counterfeit bills, checks, etc. Cash handling training shall be provided on this area of responsibility.
5. Senior staff shall monitor and reassess, on a periodic basis, any risk areas and adopt appropriate strategies to manage these functions and thereby minimize opportunities for loss. The preceding includes City departments conferring with the Finance Department on an as needed basis.

ADMINISTRATIVE DIRECTIVE 8.1

CASH HANDLING

Effective Date: March 1, 2007

Revision Dates(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Finance Department at 207-8620.

Recommended by:



Ben Gorzell Jr., CPA
Finance Director

1/23/07
Date

Approved by:



Pat DiGiovanni
Deputy City Manager

1/23/07
Date

Approved by:



Sheryl L. Sculley
City Manager

1-24-07
Date

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Eligibility

POLICY: COSA will ensure persons served through Title III or SGR meet eligibility requirements. 40 TAC 84.6; 84.8(e)(1)

PROCEDURE:

To be eligible for Title III, Program Income and NSIP funding:

1. **Congregate Meals must be served to:**
 - a. A person 60 years of age or older.
 - b. The spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
 - c. An individual with disabilities (regardless of age) living with and attending with a person 60 years of older, receiving a meal.
 - d. Trained volunteers (regardless of age) who help with meal service during mealtime (NSIP only).
2. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
3. **No fees to recipients shall be charged for meals provided.**
4. **Each participant must have completed:**
 - a. Current intake form
 - b. Nutritional risk assessment, Annually
 - c. Clients Rights and Responsibilities form

HOME DELIVERED MEALS

5. **Meals must be served to:**
 - a. A home bound person 60 years of age or older.
 - b. The caregiver spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
6. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
7. **No fees to recipients shall be charged for meals provided.**
8. **Each participant must have completed:**
 - a. Current intake form
 - b. 2060 functional assessment form w/20+ score; a small number of NSIP eligible clients may have a core that is less than 20.
 - c. Nutritional risk assessment, Annually
 - d. Clients Rights and Responsibilities form

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Intake

POLICY: All eligible clients will be required to complete registration forms provided by Bexar Agency on Aging that provides general demographic information on clients, Acknowledgement of Rights and Responsibilities, and a Nutritional Risk Assessment form.

PROCEDURE:

1. Intake forms shall be available in English and Spanish.
2. The agency may request Title III reimbursement for eligible clients.
3. CNP may request all meal participants to complete the intake process for standardization of record keeping.
4. Guest participants are required to pay for meals (at the full rate) and are not required to complete the intake process.
5. Eligible clients who have completed the intake process must sign in at the reception desk each day to participate in the nutrition program to record attendance.

CITY OF SAN ANTONIO
SENIOR SERVICES

COMPREHENSIVE NUTRITION PROJECT
2300 W. COMMERCE, #203
SAN ANTONIO, TEXAS 78207

ATTACHMENT IV

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

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CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Targeting of Older Americans Act Services

POLICY: COSA shall provide a means of targeting those individuals in the greatest social and economic need with special emphasis on frail, low-income minorities living in isolated areas.

PROCEDURE:

1. COSA will advertise in yellow pages, websites, newspapers and other forms of media to target individuals who may meet eligibility requirements.
2. COSA will promote the Nutrition program at community health fairs, and other public events and activities.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Non-Discrimination

POLICY: COSA will not deny service to anyone because of race, color, ethnicity, gender, or disability.

PROCEDURE:

1. CNP will promote the program to individuals within the service area.
2. Services will be provided upon request to those who are sight or hearing impaired.
3. Transportation will be offered to those who are mobility impaired.
4. Communication/Interpretation will be available for those with limited English or literacy proficiencies.
5. Non-discrimination statements will be posted in the center.
6. The facilities will be accessible with ramps and doorways with for individuals with wheelchairs or walkers.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Eligibility

POLICY: COSA will ensure persons served through Title III or SGR meet eligibility requirements. 40 TAC 84.6; 84.8(e)(1)

PROCEDURE:

To be eligible for Title III, Program Income and NSIP funding:

1. **Congregate Meals must be served to:**
 - a. A person 60 years of age or older.
 - b. The spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
 - c. An individual with disabilities (regardless of age) living with and attending with a person 60 years or older, receiving a meal.
 - d. Trained volunteers (regardless of age) who help with meal service during mealtime (NSIP only).
2. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
3. **No fees to recipients shall be charged for meals provided.**
4. **Each participant must have completed:**
 - a. Current intake form
 - b. Nutritional risk assessment, Annually
 - c. Clients Rights and Responsibilities form

HOME DELIVERED MEALS

5. **Meals must be served to:**
 - a. A home bound person 60 years of age or older.
 - b. The caregiver spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
6. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
7. **No fees to recipients shall be charged for meals provided.**
8. **Each participant must have completed:**
 - a. Current intake form
 - b. 2060 functional assessment form w/20+ score; a small number of NSIP eligible clients may have a core that is less than 20.
 - c. Nutritional risk assessment, Annually
 - d. Clients Rights and Responsibilities form

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Intake

POLICY: All eligible clients will be required to complete registration forms provided by Bexar Agency on Aging that provides general demographic information on clients, Acknowledgement of Rights and Responsibilities, and a Nutritional Risk Assessment form.

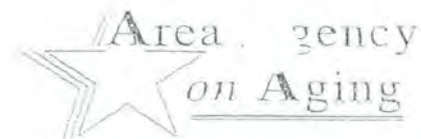
PROCEDURE:

1. Intake forms shall be available in English and Spanish.
2. The agency may request Title III reimbursement for eligible clients.
3. CNP may request all meal participants to complete the intake process for standardization of record keeping.
4. Guest participants are required to pay for meals (at the full rate) and are not required to complete the intake process.
5. Eligible clients who have completed the intake process must sign in at the reception desk each day to participate in the nutrition program to record attendance.

CHECK ONE:

Congregate ()
Homebound ()

Asterisk (*) Information is Required
New Intake Updated Information



Funded through the Texas Department of Aging and Disability Services
Alamo Area Council of Governments

Council District _____

City of San Antonio

* First Name _____ MI _____ * Last Name _____		* Intake Date _____	Phone _____	* Date of Birth _____
* Street Address/Apt. # _____		* City _____	* Gender (check one) <input type="checkbox"/> Female <input type="checkbox"/> Male	
* County _____		* State _____	* Zip Code _____	Marital Status (check one) <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Never Married <input type="checkbox"/> Not Reported
* Emergency Contact Information				
Name _____	Relationship to Client _____	Phone _____	* Race (check one) <input type="checkbox"/> White - Non Hispanic <input type="checkbox"/> White - Hispanic <input type="checkbox"/> Am. Indian/AK Native <input type="checkbox"/> Asian <input type="checkbox"/> Black/African American <input type="checkbox"/> Native HI/ Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> 2 or more reported <input type="checkbox"/> Not Reported	
Physician's Name _____	Relationship to Client _____	Phone _____	* Ethnicity (check one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Not Reported	
The information on this form is required by your local service provider, the Area Agency on Aging, and the TX Dept. of Aging & Disability Services. All information will be kept confidential and guarded against unofficial use. Information gathered through an intake or assessment may be shared to effectively plan, arrange and deliver services to meet individual client needs.				
_____ * Release of information has been clearly explained to the client.				
Under 60 Congregate Meals Clients (check eligibility category) <input type="checkbox"/> Spouse of eligible client over 60 yrs of age; Spouses' Name: _____ <input type="checkbox"/> Disabled and residing in a senior housing complex that is a nutrition site; <input type="checkbox"/> Disabled, residing with and accompanying an eligible client over 60 yrs of age; Client's Name: _____ <input type="checkbox"/> Volunteers Underage <input type="checkbox"/> Visitor / Visiting From:(Center) _____			* # in Household _____	* Annual Income (check one) <input type="checkbox"/> Low (Single - \$9,570. Couple - \$12,830) <input type="checkbox"/> Moderate <input type="checkbox"/> High
			SSN _____	Receives Medicaid Yes No
			Medicare A / B	Receives SSI/SSDI Yes No
			Language _____	

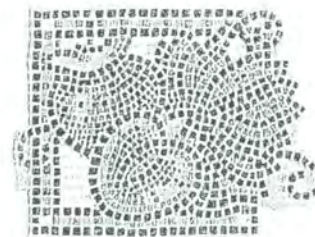
Client's Signature: _____ Date: _____

City ESS Signature: _____

Intake Completed By: _____ Date: _____

Date: _____

Provider/Center: _____
 Client Name: _____
 Client ID: _____
 Date: _____



DETERMINE YOUR NUTRITIONAL HEALTH

Read the statements below. Circle the number in the yes column for those that apply to you. Add the circled numbers to get your total nutritional risk score.

	YES
I have an illness or condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than two meals a day.	3
I eat few fruits or vegetables, or milk products.	2
I have three or more drinks of beer, liquor or wine almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take three or more different prescribed or over-the-counter drugs a day.	1
Without wanting to, I have lost or gained ten pounds in the last six months.	2
I am not always physically able to shop, cook and/or feed myself.	2
TOTAL	

Nutritional Health Score

- 0 – 2 Good
- 3 – 5 Moderate Nutritional Risk
- 6 or More High Nutritional Risk

Refer to the Determine Your Nutritional Health Handout to learn more about the warning signs of poor nutritional health.



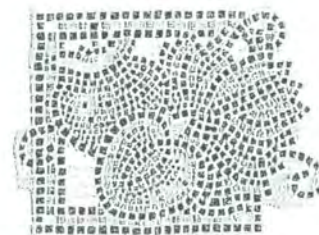
Funded through the Texas Department of Aging and Disability Services
 Alamo Area Council of Governments

Proveedor o centro: _____

Nombre del cliente: _____

Identificación del cliente: _____

Fecha: _____



DETERMINACIÓN DE SU SALUD NUTRICIONAL

*Las señales de advertencia de la mala salud
nutricional muchas veces se pasan por alto.
Use esta lista para enterarse si corre riesgo de
tener mala nutrición.*

Lea las frases a continuación. Si la frase es pertinente a su situación, encierre en un círculo el número en la columna "Sí". Sume los números marcados para obtener su puntaje total de riesgo nutricional.

	Sí
Tengo una enfermedad o un padecimiento que me hizo cambiar el tipo o la cantidad de comida que como.	2
Como menos de dos comidas al día.	3
Como pocas frutas o verduras, o pocos productos lácteos.	2
Tomo tres o más cervezas, cocteles o vinos casi todos los días.	2
Tengo problemas de los dientes o de la boca que me dificultan poder comer.	2
No siempre tengo suficiente dinero para comprar los alimentos que necesito.	4
Como solo la mayor parte del tiempo.	1
Tomo tres o más distintos medicamentos recetados o sin receta al día.	1
Sin querer hacerlo, he bajado o aumentado diez libras en los últimos seis meses.	2
No siempre me encuentro en condiciones físicas para ir de compras, cocinar o alimentarme.	2
TOTAL	

Puntaje de salud nutricional

0 - 2 Buena
3 - 5 Riesgo nutricional moderado
6 ó más Alto riesgo nutricional

Consulte la hoja informativa de Determinación de su salud nutricional para aprender sobre las señales de advertencia de la mala salud nutricional.

The Nutrition Screening Initiative • 1010 Wisconsin Avenue, NW • Suite 800 • Washington, DC 20007

The Nutrition Screening Initiative is funded in part by a grant from Ross Products Division of Abbott Laboratories, Inc.



Area Agency on Aging of Bexar County

Client Rights & Responsibilities for Older Americans Act Programs

The Area Agency on Aging of Bexar County welcomes you as a participant in programs for older individuals and family caregivers in our region. This program is mandated by the Older Americans Act of 1965, as amended, and provides access and assistance and other supportive services. The programs and services are administered by the Area Agency on Aging with funding provided through the Texas Department of Aging and Disability Services, client contributions and local funding.

Programs and services are designed for individuals age 60 or older and/or their family members and other caregivers. Our goal is to assist older individuals in leading independent, meaningful and dignified lives in their own homes and communities as long as possible through the provision of limited support services. Information will not be released to anyone, or any agency without your informed consent, with the exception of records subpoenaed by a court of law.

Client rights and responsibilities:

1. You have the right to be treated with respect and consideration. You have the right to have your property treated with respect.
2. You may not be denied services on the basis of race, religion, color, national origin, sex, disability, marital status, or inability and/or unwillingness to contribute.
3. You have the right to make a complaint/grievance or recommend changes to policy or service, without restraint, interference, coercion, discrimination or reprisal. To make a complaint or grievance contact:

Service Provider Information	Area Agency on Aging Information
Elderly Services Supervisor	Bexar AAA, Contract Specialist
City of San Antonio, Senior Services Division	Alamo Area Council of Governments
700 S. Zarzamora, #205	8700 Tesoro Dr., Ste 700
San Antonio, Texas 78204	San Antonio, Texas 78217
(210) 207-7172 or Fax (210) 207-4388	210-362-5207 or Fax (210) 225-5937

4. You have the right to participate in the development of a care plan to address unmet needs. N/A
5. You have the right to be informed in writing of available services and the applicable charges if the services are not covered or are unavailable by Medicare, Medicaid, health insurance, or Older Americans Act funding. N/A

6. You have the right to make an independent choice of service providers from the list furnished by the Area Agency on Aging where multiple service providers are available and change service providers when desired. N/A
7. You have the right to be informed of any change in service(s). N/A
8. You have the right to make a voluntary, confidential, contribution for services received through the Area Agency on Aging. Services will not be denied if an eligible participant is unable or chooses not to make a contribution. All contributions will be kept confidential and will be utilized to expand or enhance the service(s) for which they were provided.
9. You have the responsibility to inform the Area Agency on Aging or its service provider(s) of your intent to withdraw from the program or any known periods of absenteeism when services will not be utilized. N/A
10. You have the responsibility to provide the Area Agency on Aging or its services provider(s) with complete and accurate information.

I hold harmless this Area Agency on Aging program, its parent organization, funders, and the sponsoring state agencies for any liability arising out of the services provided in accordance with program guidelines.

Client Signature

Date

DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION

STATEMENT OF CONFIDENTIALITY

I have been informed of my rights regarding confidentiality. Information given to the Senior Services Division will only be used to determine my eligibility for program services and to be used as reporting documentation to the Texas Department on Aging and to the Alamo Area Council of Government (AACOG) Area Agency on Aging (AAA).

I understand that my records will be made accessible to the aforementioned agencies' representatives for the purpose of program monitoring and employees of the Senior Services Division. Unless otherwise noted, my legal representative or I must approve the release of any information pertaining to my participation in the program.

In addition to the Statement of Confidentiality, the Meal Contribution Policy and Complaint/Grievance Procedures were also explained to me.

*Program

Client's Signature

Representative

Date

Date

DECLARACIÓN TOCANTE
INFORMACIÓN CONFIDENCIAL

Me han informado que la información personal que he dado para mi aplicación es solamente para determinar si soy eligible para recibir servicios, y los representantes que tienen derecho de revisar esta información son del Departamento Estatal de Ancianos y la Agencia del Alamo Council of Government (AACOG).

Entiendo también que mis documentos serán accesibles solamente a las agencias mencionadas para el propósito de inspección. Si mi información es para otro uso, mi permiso o ese de mi representante legal será necesario.

Además de la Declaración Tocante Información Confidencial, también se me explicó el reglamento tocante la donación para la comida y los procedimientos para registrar una queja.

*Programa

Firma del Participante

Representante

Fecha

Fecha

Client Name: _____ Date of Birth _____

Client Address _____

Client Needs Assessment Questionnaire & Task Guide

Scoring the 2060 ADLs and IADLs

Rate the client on this scale:

ASSISTANCE WITH ACTIVITIES	FUNCTIONAL IMPAIRMENT	SCORE
Able to conduct activities without difficulty and has no need for assistance.	None	0
Able to conduct activities with minimal difficulty and needs minimal assistance.	Minimal/Mild	1
Has extreme difficulty carrying out activities of daily living and needs extensive assistance.	Extensive/Severe	2
Completely unable to carry out any part of the activity	Total	3



ADLs and IADLs			Additional Comments:
1. Do you have any problems taking a bath or shower?	ADL	Bathing	
2. Can you shave yourself, brush your teeth, shampoo and comb your hair?	ADL	Grooming	
2a.		Shaving, Oral Care	
2b.		Routine Hair, Skin Care	
3. Can you trim your nails?		Trim Nails	
4. Can you dress yourself?	ADL	Dressing	
5. Can you get in and out of your bed or chair?	ADL	Transfer	
6. Are you able to walk without help?	ADL	Walking	
7. Do you have problems keeping your balance?	ADL	Balance	
8. Exercise (walking only)		Exercise	
9. Do you have problems getting to the bathroom and using the toilet?	ADL	Toileting	
10. Do you have trouble cleaning yourself after using the bathroom?	ADL	Hygiene in Toileting	
11. Can you feed yourself?	ADL	Feeding, Eating	
12. Can you open jars, can, and bottles?		Open Jars, etc.	
13. Can you fix your meals? Purchases: <input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Supper <input type="checkbox"/> MOW	IADL	Meal Prep	
14. Can you take your own medicines?	IADL	Assistance with Medications	
15. Can you clean your house?	IADL	Cleaning	
16. Can you do your own laundry? Check if has: <input type="checkbox"/> Washer <input type="checkbox"/> Dryer	IADL	Laundry	
17. Escort (assisted outside of the home)		Escort	
18. Can you do your own shopping?	IADL	Shopping	
19. Can you use the telephone?	IADL	Telephone	

Number of ADLs = _____

Number of IADLs = _____

CLIENT NAME: _____

Depression/Cognitive Impairment



20. During the last month, have you been bothered by little interest or pleasure in doing things? Have you felt down, depressed, or hopeless?	<input type="checkbox"/> Yes = 1 <input type="checkbox"/> No = 0	
--	--	--

If the answer to Question 20 is Yes, then ask:

In the last two weeks, have you felt this way for most of the day, nearly every day?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Scoring for this section: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Score</th> <th>Responses</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>All responses NO</td> </tr> <tr> <td style="text-align: center;">1</td> <td>One YES response</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Two or more YES responses</td> </tr> </tbody> </table>	Score	Responses	0	All responses NO	1	One YES response	2	Two or more YES responses
Score	Responses									
0	All responses NO									
1	One YES response									
2	Two or more YES responses									
Have you had problems sleeping?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Have you lost the ability to enjoy things that once were fun?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Do you feel you have little value as a person?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Have you had a significant change in your appetite?	<input type="checkbox"/> Yes <input type="checkbox"/> No									

21. During the last two weeks, how often have you had trouble concentrating or making decisions? <input type="checkbox"/> None at all = 0 <input type="checkbox"/> Frequently = 2 <input type="checkbox"/> Occasionally = 1 <input type="checkbox"/> Everyday = 3	
---	--

22. ASSESSOR: Does the client have the ability to make decisions independently? <input type="checkbox"/> Makes consistent decisions = 0 <input type="checkbox"/> Requires cues/supervision = 2 <input type="checkbox"/> Makes only simple decisions = 1 <input type="checkbox"/> Severely impaired = 3	
---	--

23. ASSESSOR: Does the client appear to have short-term memory impairment? <input type="checkbox"/> None = 0 <input type="checkbox"/> Has frequent lapses = 2 <input type="checkbox"/> Mild = 1 <input type="checkbox"/> Severely impaired = 3	
---	--

TOTAL SCORE:	
--------------	--

Impairment Level: LOW (Score 0 – 19) MODERATE (Score 20 – 39) SEVERE (Score 40 and above)

Comments:

Assessment Completed By: _____

Date Assessment Completed: _____

City of San Antonio
 Elderly and Disabled Services Division
 Comprehensive Nutrition Project

Client's Name _____
 DOB _____
 Center _____

Home Delivered Client Reassessment Form

Enter the score in the appropriate box at the right of each question.
 None = 0 Mild = 1 Severe = 2 Total = 3

	ADL	IADL	Other	COMMENTS
1. Do you have any problems taking a bath or shower?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Can you dress yourself?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. Exercise (walking only)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Can you feed yourself? (0-3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
5. Can you shave yourself, brush your teeth, shampoo and comb your hair?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
6. Do you have any problems getting to the bathroom and using the toilet?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
7. Do you have trouble cleaning yourself after using the bathroom?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
8. Can you get in and out of your bed or chair?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
9. Are you able to walk without help?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
0. Can you clean your house?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
Can you do your own laundry? [] washer [] dryer	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Can you fix you meals?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. Escort	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Can you do your own shopping?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
5. Can you take your own medicine?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
6. Can you trim your nails?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
7. Do you have any problems keeping your balance?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
8. Can you open jars?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
9. Can you use the telephone?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
0. Do you ever feel sad and depressed? How often?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
1. In general, are you happy with your life?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Do you have trouble sleeping that causes problems for you or your family? How often?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. (Worker's judgment of client's overall mental clarity/cognitive functions.)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Total Score (Enter the total of all impairment scores in ADLs, IADLs, & other)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____

For the following information COUNT the number of boxes with a score of 1, 2 or 3 and enter in the appropriate box at right.

	ADL	IADL
COUNT OF ADLs WITH IMPAIRMENTS (those with score of 1, 2 or 3)-----	<input type="text"/>	<input type="text"/>
COUNT OF IADLs WITH IMPAIRMENTS (those with score of 1, 2 or 3)-----	<input type="text"/>	<input type="text"/>

Visual Impairment Yes _____ No _____ Specify _____

Other Medical Diagnosis _____

* * * * *

Prepares Lunch? _____ Who Prepares Supper? _____

* * * * *

Home Health Agency Name (if any) _____

Phone _____ Time/Days _____

Services Provided _____

Referral made to DHS or APS Yes _____ No _____

* * * * *

Spouse on Program Yes _____ No _____

Number in household _____ Who? _____

* * * * *

Client's Signature

Staff Signature

Title

Date

Reviewed & Approved by _____
Elderly Service Supervisor

Date

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Confidentiality

POLICY: COSA shall maintain a confidential file on each client, and protect the contents from unauthorized personnel. 40 TAC 84.1(d)

PROCEDURE:

1. No client information will be disclosed in a form that identifies the person without the client's consent, unless required by court order or for program monitoring by authorized personnel.
2. Client files will be maintained in locked in file cabinets. The locked cabinet will be secured in a manner to protect the files from theft or unauthorized personnel.
3. Client files will contain:
 - a) Required intake form
 - b) Signed Participants Rights and Responsibilities form
 - c) Completed Nutritional Risk Assessment current within 12 months
 - d) Completed DHS Form 2060 current within 12 months (Home Delivered Only)
4. Client information stored in the computer database is limited to personnel with log-in access in accordance with COSA AD 7.4 & 7.5 . (attached)

I. PURPOSE:

This Administrative Directive provides guidance for the use of electronic communications systems, including electronic mail and internet access, operated and maintained by the City of San Antonio. This Directive supports and supplements Administrative Directive 7.5 – Acceptable Use of Information Technology. Nothing in this Directive supersedes provisions of Directive 7.5.

II. POLICY:

- A. The City of San Antonio provides e-mail services and internet access to its employees as tools to perform business-related activities. All users of the City's electronic communications systems, including its internet access facilities, are responsible for using that technology in an appropriate and lawful manner. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee and is the responsibility of the employee.
- B. The City will manage its electronic mail records in accordance with Texas Administrative Code, Chapter 7, Sections 7.71-7.79 and Local Government Code, Chapter 205, Sections 205.001-205.009 (Local Government Bulletin, B, Electronic Records Standards and Procedures.).
- Most e-mail messages are not essential to the fulfillment of statutory obligations or to the documentation of the city's functions and may be deleted. These messages may include personal messages, internal meeting notices, letters of transmittal, and general FYI announcements.
 - Messages which do fulfill statutory obligations or document the City's functions are subject to retention and disposition requirements established by the Texas Administrative Code.
- C. The City's internet connection is a shared resource that serves all its employees and provides the general public with access to its web site. Inappropriate use of internet resources reduces the usefulness of this resource to its employees and citizens.
- D. City electronic mail and internet systems are for official business use. Users may make and receive personal communications during business hours that are necessary and in the interest of the City. While some incidental use (as defined in AD 7.5) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.

III. DEFINITIONS

- A. Electronic mail record: An electronic government record sent and received in the form of a message on an electronic mail system of a government, including any attachments, transmitted with the message.
- B. Local Government Record Retention Schedules: Publications issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Government Code which establish the mandatory minimum retention period for a local government record.

- C. Records Management Officer: The person who administers the records management program established in each local government under Local Government Code, Chapter 203, Section 203.026.
- D. Retention period: The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

IV. POLICY GUIDELINES:

This directive applies to all users of the City's electronic mail and internet access systems who connect to the City's network in order to use those facilities. All electronic messaging equipment or technology that is owned or administered by the City is included within this Directive's scope.

V. RESPONSIBILITIES:

Information Technology Services Department

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of this directive is placed with ITSD and the City Clerk's Office.
- B. ITSD and Human Resources will provide City departments with initial communication and training regarding application of this directive. However, City Department Directors are ultimately responsible for communicating the policies and standards established in this AD to all personnel in their respective departments and for ensuring compliance within their respective departments with those policies and standards.
- C. ITSD is responsible for communicating the policies and standards established in this directive to all third-party users (contractors, consultants, agencies having a contractual relationship with the City) and for ensuring their compliance. Those City departments who work with the third-party users are responsible for identifying the third-party users to ITSD.
- D. ITSD will archive undeleted messages after 90 days.
- E. ITSD may terminate e-mail services to any user if he/she is found in breach of this directive. Service may be restored to the employee following a written request by the employee's Department Director.

Office of the City Clerk

In cooperation with the ITSD, the Records Management Officer will ensure that appropriate training and communication of the requirements for retention, maintenance, and disposition of records is made available for staff.

Department Directors and Their Designees

- A. Departments are responsible for implementation, training, and enforcement of the data classification standards defined by the Texas State Attorney General's Office as

they apply to information stored on City-administered technology or equipment including data retention and disposition.

- B. Department Directors are responsible for any disciplinary actions taken against employees who violate this policy. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this policy

Employees

- A. Employees shall, with guidance and training from the Records Management Officer, manage e-mail messages according to the City's approved retention periods.
- B. Employees who voluntarily terminate employment, retire, or are transferred, will be required to review their e-mail accounts with their supervisor. The employee's supervisor is responsible for ensuring that e-mail records are properly classified and stored, and that working or convenience copies are disposed of in the prescribed manner.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human resources will ensure that all new employees are provided a copy of this directive.
- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

VI. PROCEDURES:

- A. All electronic mail messages sent, received or stored on the City's systems are considered City property and may be read at any time. Messages may be furnished to third parties in order to comply with requirements of the Texas Public Information Act. All internet activity is logged, and logs may be inspected at any time.
- B. Security and proprietary information
 - 1. The use of HTML formatting for e-mail messages is prohibited.
 - 2. E-mail attachments that may constitute a risk to the City's technology environment will be removed from e-mail messages passing through the City's mail servers. Removed attachments are replaced by a message indicating that they have been removed and the header and text of the original message delivered normally.
 - 3. A spam message filter is used to reduce the transmission of chain letters, broadcast announcements, general advertisement postings, or any other message via e-mail to a group of persons not requesting the message.
- C. Unacceptable Use

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use-

1. Engaging in any activity that is illegal under local, State, or Federal statutes or which violates City of San Antonio policies and Administrative Directives.
2. Using, accessing, or transmitting pornographic or sexually-explicit materials, offensive threatening, racial or hate language or images.
3. Engaging in any form of harassment, whether sexual or otherwise, or sending any unwelcome personal communication. It is the perception of the recipient that prevails, not the intent of the sender.
4. Any personal use that interrupts City business and that keeps an employee from performing his/her work. **Employees should not use their City electronic mail account as their primary personal e-mail address.**
5. Extensive personal use of the internet for any non work-related purpose during working hours which decreases the employees productivity or results in decreased performance of the City's internet facilities.
6. Unauthorized downloading of and distributing of copyrighted materials.
7. Downloading or copying music, photographs or video material, including such material that has been obtained legally, onto City computers or servers.
8. Downloading and/or installing executable program files from the internet without the approval of ITSD.
9. Unauthorized reading, deleting, copying, modifying or printing electronic communications of another user.
10. Using the City's electronic mail or internet systems for private gain or profit.
11. Using personal software which allows peer-to-peer communications between two workstations (eg., online chat, KaZAA, etc.).
12. Using instant messaging through public service providers.
13. Using City systems for personal access to auctions (such as e-Bay).
14. Soliciting for political, religious, or other non-business uses not authorized by the City.
15. Accessing non-business related streaming media, including internet-based radio.
16. Accessing any non-business related application which maintains a persistent connection to the internet, such as "Weather Bug", stock tickers, etc.
17. Using City electronic mail or internet facilities for political purposes, including voting. (This does not include the use of equipment for public voting at City facilities).
18. Including email "tag lines" or personal quotations other than ones that state the mission of the City or the user's Department.

19. Sending or forwarding junk e-mail, chain letters, or other mass mailings.
20. Sending or receiving e-mail through non-City managed e-mail systems (e.g. Hotmail or Yahoo) while at work.

VII. RETENTION AND DISPOSITION OF E-MAIL

The City's approved Declaration of Compliance with the Local Government Records Retention Schedules establishes record series and the retention period for each series. It is the content and function of an e-mail message that determines the retention period for that message. All e-mail sent or received by a government is considered a government record. Therefore, all e-mail messages must be retained or disposed of according to the City's retention requirements. E-mail systems must meet the retention requirement found in Texas Administrative Code, Chapter 7, Section 7.77.

Employees and their supervisors should seek guidance from the City's Records management Officer if there is a question concerning whether an electronic message should be deleted.

VIII. PRIVACY AND MONITORING

- A. The City does not routinely monitor the content of electronic communications systems, but may do so without notice. City systems may be monitored to support operational, maintenance, auditing, security and investigative activities, including enforcement of this Directive, legal requests, public records requests, or other business purpose. ITSD staff may monitor network infrastructure, servers and workstations for the purpose of maintaining system reliability, availability and security.
- B. Only Department Directors or higher may request access and monitoring of City administered technology or communications systems for employees under their supervision. Unauthorized monitoring or reading of electronic communications systems or their contents violates this Directive.
- C. Any request to monitor must be approved by the Chief Information Officer (CIO) and the Human Resources Director prior to the commencement of monitoring.
- D. To obtain the necessary authorization, a written request from the requestor to the Human Resources Director must include:
 1. The stated purpose for accessing and/or monitoring.
 2. A specific description of the systems or content to be accessed or monitored (e.g. the name of the mailbox earmarked for review – exactly as it appears in the e-mail directory).
 3. Name and phone number of the employee in the requesting department who is responsible for coordination of the request.
- E. The Human Resources Director will forward the request to the CIO for concurrence.

- F. The CIO will assign staff from ITSD to assist as necessary with any authorized access and monitoring activities.

IX. INTERNET FILTERING AND WAIVER REQUESTS

The City uses filtering software to block access to certain internet sites that have been determined by the Management Team to be inconsistent with most employee job responsibilities and other City policies. There may be specific circumstances in which blocking is too restrictive to allow an employee or group of employees to adequately perform their duties. In these cases, a waiver from the policy must be requested. To request a waiver:

- A. Employee should complete the on-line site access request form that is available when attempting to access a blocked site.
- B. The Chief Information Officer or his designee will review the request in a timely manner, and will verify the business need with the employee's Department Director or Management Team member as may be appropriate. The Chief Information Officer may request guidance from Human Resources and/or Legal Departments as may be necessary.
- C. The approved request will be maintained by ITSD.
- D. If the requested access will allow an employee to perform activities which are normally prohibited by City policies, the employee's Department Director must submit a request for waiver in writing to the Chief Information Officer. The waiver request must include a statement that the Department Director is aware of any increased risks that will result from the waiver, and has added appropriate controls to adequately reduce the additional risks.

X. DISCIPLINE:

- A. Failure to comply with this directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this Administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

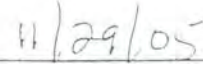
Effective Date: November 30, 2005

Revision Date(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.



Hugh Miller Jr., Interim Director ITSD

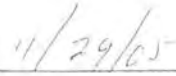


Date

Approved by:



Michael Armstrong, Chief Information Officer

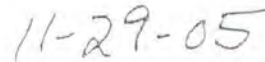


Date

Approved by:



Sheryl Sculley, City Manager



Date

CITY OF SAN ANTONIO
OFFICE OF THE CITY MANAGER
INTERDEPARTMENTAL CORRESPONDENCE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

SUBJECT: Administrative Directive 7.5 – Acceptable Use of Information Technology

DATE: November 17, 2005

Attached please find a copy of **Administrative Directive 7.5 – Acceptable Use of Information Technology** which outlines appropriate use of City-provided technological systems by employees and users who access the City's networks. This directive will become effective on December 1, 2005.

Although your aides and assistants are not employees of the City, I ask that you please share this policy with them and request that they abide by its guidelines. As users of City-provided technology and systems, they also have a duty as public servants in utilizing these tools responsibly. The Information & Technology Services and Human Resources Departments are available to provide briefings upon distribution of the directive, outlining its requirements and providing for clarification or additional explanation. Should you wish such information to be presented to your employees, please contact Sharon De La Garza, Director of Human Resources at 207-4016.

This is an important initiative and I greatly appreciate your support in emphasizing its significance to your employees. Should you have questions or require additional information, please contact Michael Armstrong, Assistant City Manager/Chief Information Officer, at 207-6910.



Sheryl Sculley
City Manager

Attachment

CITY OF SAN ANTONIO
OFFICE OF THE CITY MANAGER
INTERDEPARTMENTAL CORRESPONDENCE

TO: Executive Team

FROM: Sheryl Sculley, City Manager

SUBJECT: Administrative Directive 7.5 – Acceptable Use of Information Technology

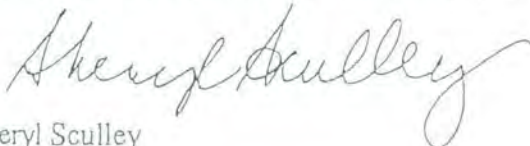
DATE: November 16, 2005

Technological systems and software are provided to City employees to assist them in accomplishing their tasks and objectives to serve the citizens of San Antonio. Employees who utilize this technology must be aware of its acceptable uses and understand their responsibilities as public servants in utilizing these tools. **Administrative Directive 7.5 – Acceptable Use of Information Technology** (attached) outlines these uses and responsibilities, and provides employees with guidance regarding the suitable use of technology in the City's organization.

Department Directors must distribute this directive to all employees in their department who utilize City-provided technology no later than Thursday, December 1, 2005. Departments who cannot meet this requirement should contact Sharon De La Garza, Director of Human Resources, at 207-4016, to provide a reason for the delay and an alternate date when policy distribution will be complete. The Information & Technology Services and Human Resources Departments are available to provide briefings to your employees upon distribution of the directive, outlining its requirements and providing for clarification or additional explanation to employees. Staff from these departments will contact your office shortly to coordinate this effort.

It is the responsibility of each director to ensure that every current employee who utilizes City-provided technology submits a signed acknowledgement that they have received and read this directive, which must be filed in the employee's departmental personnel file. As other employees are provided access to technology, the director must ensure that these new employees are also provided a copy of this directive. New employees will be given this policy by the Human Resources staff, with signed acknowledgements forwarded to the hiring department for filing. Any disciplinary action considered by the departments as a result of policy violations will require consultation with the Human Resources Department prior to proceeding with final action.

This is an important initiative and I expect all directors to emphasize its significance to applicable employees. Should you have questions or require additional information, please contact Michael Armstrong, Assistant City Manager/Chief Information Officer, at 207-6910.



Sheryl Sculley
City Manager

Attachment

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

I. PURPOSE:

The purpose of this Administrative Directive (AD) is to provide guidance regarding the acceptable use of computer equipment, networks and other information technology hardware and software in the City of San Antonio ("City").

II. POLICY

- A. The City provides access to its technology systems to assist technology users in performing their duties efficiently and effectively. Inappropriate use of information technology exposes the City to internal and external risks and may reduce the effectiveness of those systems. All users of City-owned and managed information technology are responsible for using that technology in an appropriate and lawful manner. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. There should be no expectation of privacy in the use of City-administered technology or equipment. Due to the City's need to protect resources and assets, and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there is no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and then only to the extent of that legal protection.
- C. All information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on any City-managed computer.
- D. Technology users shall use City-managed technology for official business, but may make and receive personal communications, including telephone calls during business hours, that are necessary and in the interest of the City. While some incidental use (as defined below) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.
- E. This Directive will support existing and forthcoming technology-related Directives, and will apply to all users of the City's information technology and networks unless otherwise specified in this document.

III. DEFINITIONS:

- A. City: The City of San Antonio, its departments and agencies.
- B. City-administered technology or equipment: Any technology or equipment that is used and/or managed by the City even if the City does not own said technology or equipment. City-managed technology includes technology or equipment owned by the City, on loan to the City, funded by grants, leased by the City, etc. Technology includes, but is not limited to, computers, mobile communication devices, telecommunication devices, servers, networks, software, databases and e-mail messages.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

- C. DSS: The person who is filling the role of technical specialist for a department. This role is typically called a Department Systems Specialist (DSS) or Department Systems Manager (DSM).
- D. E-mail spoofing: Forging an e-mail header to make it appear as if it came from someone other than the actual source.
- E. Federal statutes: The laws of the United States and/or the country where the user is located.
- F. Incidental personal use: Any personal use of City-owned or managed technology that:
 - a) does not cause any additional expense to the City;
 - b) is infrequent and brief;
 - c) does not have a negative impact on overall employee productivity;
 - d) does not interfere with the normal operations of an employee's department or work unit;
 - e) does not compromise the City in any way;
 - f) does not embarrass either the City or the employee;
 - g) does not contravene other elements of this policy; and
 - h) serves the interests of the City in allowing employees to address important personal matters which cannot be addressed outside of work hours without leaving the workplace.

Examples of personal communications that could be in the interest of the City include:

- a) communications to alert household members about working late or other schedule changes;
- b) communications to make alternative child care arrangements; communications with doctors, hospital staff, or day care providers;
- c) communications to determine the safety of family or household members, particularly in an emergency;
- d) communications to make funeral arrangements;
- e) communications to reach businesses or government agencies that can only be contacted during work hours;
- f) communications to arrange emergency repairs to vehicles or residences.

City departments, in consultation with the Human Resources Department, may determine whether a use is personal or business and if usage is personal, whether it is incidental.

- G. ITSD: the City's Information Technology Services Department or successor agencies.

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- H. Local statutes: The ordinances, statutes, and laws of the City, Bexar County and/or the municipality or county where the user is located.
- I. Malware: Short for **malicious software**, software designed specifically to damage or disrupt a system, such as a virus, worm, Trojan horse, or e-mail bomb.
- J. Network: A group of two or more computer systems linked together to facilitate communication, data sharing and processing among the systems.
- K. Phishing: The act of sending an e-mail falsely claiming to be an established legitimate enterprise in an attempt to manipulate someone into surrendering private information that can be used for identity theft or other malicious purposes. The e-mail directs the receiver to a web site that appears to be owned by the legitimate enterprise and asks for private information to be used in identity theft or other malicious purpose.
- L. Public access terminals: Computers provided by City for use by the general public.
- M. Spam (called "unsolicited commercial electron mail messages" as it is defined by the State of Texas statutes): A commercial electronic mail message sent without the consent of the recipient by a person with whom the recipient does not have an established business relationship. The term does not include electronic mail sent by an organization using electronic mail for the purpose of communicating exclusively with members, employees, or contractors of the organization.
- N. State statutes: The statutes and laws of the state of Texas and/or the state where the user is located. Where statutes from two states conflict, the statutes of the State of Texas shall take precedence.
- O. Technology user: Any employee, contractor, consultant, part-time or temporary employee who uses City-administered technology or equipment, and anyone accessing the City's networks, exclusive of the City's web pages.

IV. POLICY GUIDELINES:

This Directive applies to any party using city-owned or city-managed technology, or any party connecting to the City's networks. All equipment or technology that is owned or administered by the City is included within this AD's scope. Public access terminals provided by the City are **not** included in the scope of this policy, except where those terminals are used by City staff to access the City's networks.

RESPONSIBILITIES:

Information & Technology Services Department

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of requirements established in this Directive is placed with the Information & Technology Services Department (ITSD).
- B. ITSD, along with the Human Resources Department, will provide City departments with initial communication and training regarding this Directive. However, Department Directors are ultimately responsible for communicating the policies and standards established in this Directive to all personnel in their respective departments

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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and for ensuring compliance within their respective departments with those policies and standards.

- C. ITSD may disconnect any computer from the City network at any time if continued connectivity constitutes a threat to the City or City-administered technology or equipment. ITSD will attempt to contact the DSS responsible for the computer prior to disconnecting as long as such notification does not allow further degradation of the City-administered technology or equipment. Such notification will be made after the disconnection if prior coordination was not possible.

Department Directors and their designees

- A. Department Directors are responsible for any disciplinary action taken against employees who violate this Directive in accordance with section VI. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary action to be taken against employees who violate this policy.

Office of the City Clerk

- A. The Office of the City Clerk is responsible for the creation, maintenance and administration of all rules regarding the classification and protection of information stored on City-administered technology or equipment.

Employees

- A. Employees are accountable for the proper use of City-owned technology, and should be aware that they are responsible for any information that they generate or distribute through the City's technology systems. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. Employees should be aware that all information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on City computers. Any materials stored on City equipment may be monitored and reviewed by City management at any time.
- C. Employees should be aware that most information generated and stored on City-provided equipment is subject to applicable open records laws.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the Directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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resources will ensure that all new employees are provided a copy of this directive and complete the attached acknowledgement.

- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

V. PROCEDURES:

A. General use and ownership of information technology

1. City-administered technology and equipment is for use in conducting City business with the exceptions noted in this Directive. Technology users should be aware that the data they create, receive, or forward on the City's systems remains the property of the City.
2. Incidental personal use (as defined in this Directive) of City-administered technology or equipment is permissible as long as it does not interfere with the performance of assigned duties, does not have a detrimental effect on City information technology and systems, and is not prohibited by this policy. Personal use should be limited to those necessary activities described in the definition of "Incidental Use" above.
3. Supervisors are responsible for monitoring the incidental personal use of information technology by their employees. If departmental management determines an employee's usage is not allowable as incidental personal use, management should notify the employee immediately. Continued unacceptable personal use by that employee shall be disciplined in accordance with section VI. If an employee is not sure usage is acceptable, he/she should consult his/her supervisor for guidance.
4. There should be no expectation of privacy in the use of City-administered technology or equipment. Because of the City's need to protect its resources and assets and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there should be no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and only then to the extent of that legal protection.
5. The City does not routinely monitor employee use of City-owned and managed technology. However, the Chief Information Officer or his/her designee may monitor City-administered technology or equipment at any time for security, network maintenance or audit purposes, with or without consent of the technology user. Monitoring of technology usage for personnel-related matters shall require the approval of the Chief Information Officer and the Human Resources Director.

B. Security and proprietary information

1. Information stored on City-administered technology or equipment should be classified in accordance with federal, state, and local statutes, ordinances, and policies regarding the confidentiality of the information as prescribed by the Office of the City Clerk. Employees should take the necessary steps or follow prescribed processes to prevent unauthorized access to confidential information. Unclassified information should not

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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be released to non-City entities without authorization and approval by the City Manager's Office.

2. Employees must comply with all City Directives regarding use of information technology, including forthcoming Directives related to:
 - a. Electronic Communications (e-mail, voice and internet)
 - b. Password Management
 - c. Security
 - d. Data management and Classification
 - e. Monitoring
 - f. Remote Access
3. All personal computers, laptops and workstations should be protected from unauthorized access when the system is unattended. The recommended method of securing the device is with a password-protected screensaver (with the automatic activation feature set to 15 minutes or less) or by manually locking the device (Ctrl-Alt-Delete for Windows 2000 or XP users). Devices that cannot be locked as described above should be secured by logging off the devices or turning them off.
4. Employees must take reasonable and necessary precautions to secure and protect portable devices. Protect portable devices in accordance with the following guidelines:
 - a. Laptops and other portable devices used in an office setting should be locked in a drawer or cabinet or should be secured to the desktop with a device manufactured for that purpose.
 - b. Users should retain physical contact with all portable devices in areas where the risk of theft is high such as airports and hotels.
 - c. If a portable device must be left unattended in a vehicle, it should be locked in the vehicles trunk or otherwise secured and protected from plain view inside the locked vehicle.
 - d. Portable devices should never be left in a vehicle, even if locked and out of sight, overnight. Reasonable precautions should be taken to protect the device when traveling, even if the travel is local.
5. ITSD regularly maintains operating systems, updates anti-virus software, and applies security patches by sending those updates during the evening hours to computers attached to the network. When an employee leaves for the day, he/she should log off from his/her computer, but should leave the computer turned on and attached to the network. Because laptops may be secured during non-business hours and may not be connected to the network when updates are sent, users should work with their DSS to ensure updates to portable devices are installed in a timely manner.
6. All technology devices used by a technology user to connect to the City's networks shall continually execute approved virus-scanning software with a current virus definition file. This includes employee-owned equipment attached to the City's

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

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networks through remote access technologies. The City is not responsible for providing the required virus-scanning software for employee-owned computers.

C. Unacceptable use

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use:

1. Engaging in any activity that is illegal under local, state, or federal statutes or which violates City of San Antonio policies and Administrative Directives;
2. Accessing, displaying, storing or transmitting material that is offensive in nature, including sexually explicit materials, or any text or image that can be considered threatening, racially offensive, or hate speech. This includes any images, text, files, etc. sent via email to co-workers or outside parties. Accessing, storing, displaying, or transmitting pornographic materials using City-owned and managed technology is strictly forbidden;
3. Any personal uses that interrupt City business, or which prevents an employee from performing his/her work. Employees should not use City e-mail accounts as their primary personal e-mail address. City systems shall not be used to chat online, "blog", or shop online;
4. Violating any copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City;
5. Unauthorized reading, deleting, copying or forwarding of electronic communications of another, or accessing electronic files of another without authorization;
6. Sending SPAM to either internal or external parties;
7. Unauthorized duplication of copyrighted material including, but not limited to, text and photographs from magazines, books or other copyrighted sources, copyrighted music and/or copyrighted movies. Copying or installing copyrighted software for which the City or the end user does not have an active license is not permitted;
8. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws;
9. Maliciously introducing malware or similar programs into the network or server;
10. Revealing a City account password to others or allowing use of a City account by others. This includes household members and visitors when work is being done at home. Revealing a City account password to an authorized technician during troubleshooting procedures is not a violation of this policy. In such a situation, a new password should be established as soon as possible after the problem is resolved;

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11. Making fraudulent offers of products, items, or services originating from any City account
12. Using City-owned technology for political activity, private gain, gambling, shopping, games or other entertainment, or any other non-business function unless permitted by this Directive;
13. Causing security breaches or disruptions of City communications. Security breaches include, but are not limited to:
 - a. Accessing data which the employee is not authorized to access or logging into a server or user account that the employee is not expressly authorized to access;
 - b. Causing network disruptions for malicious purposes including, but not limited to, network sniffing, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
 - c. Port scanning or security scanning for malicious purposes is prohibited. Non-malicious scanning that is part of a City-sanctioned security process is allowed. ITSD should be notified prior to any such scanning;
 - d. Circumventing user authentication or security of any device, network or account;
 - e. Maliciously interfering with or denying service through denial of service attack, or other means;
 - f. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, another user's device or session, via any means, locally or via the City's network;
 - g. Adding/removing hardware components, attaching external devices, or making configuration changes to information technology devices without approval by ITSD.

VI. DISCIPLINE (if applicable):

- A. Failure to comply with this Directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this Directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

This Directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.

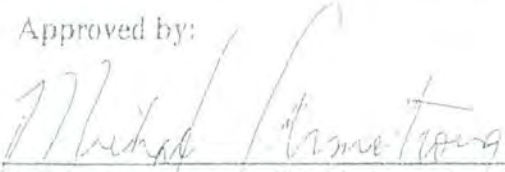


Hugh Miller, Jr., Interim Director ITSD

11/15/05

Date

Approved by:



Michael Armstrong, Chief Information Officer

11-15-05

Date

Approved by:



Sheryl Sculley, City Manager

11-15-05

Date

City of San Antonio Policy Acceptable Use of Information Technology

Employee Receipt

This form must be signed by each current and new employee.

I acknowledge that I have received Administrative Directive 7.5: Acceptable Use of Information Technology. I recognize that, as a user of City owned or managed technology, I am responsible for following the provisions of this Administrative Directive. I understand that if I am found to be in violation of this written policy, I may be subject to disciplinary action.

Name (printed) _____ SAP # _____

Signature: _____ Date: _____

Copy to Employee
Original to Departmental Personnel File

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Contributions and Handling Program Income

POLICY: COSA shall provide an opportunity and a means for clients to make a voluntary contribution for all or part of the cost of their service. 40 TAC84.1(j) and COSA AD 8.1 Cash Handling. (Attached)

PROCEDURE:

1. During the initial intake, each client will be given a copy of the Participants Rights and Responsibilities form that outlines the client's right to make a contribution.
2. Each eligible client can make a voluntary contribution to CNP.
3. Clients will not be denied services due to their inability or refusal to make a contribution.
4. Client contributions are considered Program Income and will be used to increase, support, or expand the provided service.
5. All client contributions will be confidential. CNP will protect the privacy of each participant with respect to his or her contributions.
6. Contributions will be deposited in a locked contribution box located in the dining room.
7. Contributions will be counted and verified by two persons daily at the close of business and recorded on the deposit record.

Effective Date: March 1, 2007

Revision Date(s):

I. PURPOSE:

This Administrative Directive (A.D.) defines and outlines policy with respect to receiving, handling, safeguarding, and depositing of City of San Antonio ("City") funds. Cash handling controls, as outlined in this Administrative Directive, have been adopted for uniform application in all departments. These controls address the decentralized nature of the receipting and depositing process while providing for standardized training and a periodic review of cash collected and reported.

II. POLICY:

All employees of the City, including uniformed employees, in positions designated by the Finance Department as having cash handling responsibilities shall conduct all cash handling activities in compliance with rules and guidelines set forth by this Administrative Directive and by their respective departmental cash handling procedures. An acknowledgement form is required to be completed/signed by each employee classified as a cash handler to ensure they have a full understanding of this policy (Attachment A)

All City departments having cash handling responsibilities shall maintain, review, and update respective departmental cash handling procedures to assure compliance with this Administrative Directive. Any deviation(s) from this Administrative Directive must be approved by the Finance Department and detailed in departmental cash handling procedures.

III. DEFINITIONS:

- A. **Cash Equivalents:** Checks, money orders, traveler's checks, credit/debit cards, and event tickets.
- B. **Cash Handler:** All full-time, part-time, seasonal or temporary employees whose job description includes responsibility for receiving, transmitting, safeguarding, and/or depositing of City funds.
- C. **Cash Handling:** The receiving, transmitting, safeguarding, and depositing of all funds received by the City, whether coin, currency, checks, money orders, traveler's checks, gift certificates, coupons, credit cards, stamps, ticket stock, electronic funds transfer, and other cash equivalents.
- D. **Cash Handling Database:** Database of City positions designated as cash handlers with assigned risk factors based on cash handling activity.
- E. **Cash Handling Site:** Designated City location where funds are received, transmitted, safeguarded and/or deposited, whether coin, currency, checks, money orders, traveler's checks, credit/debit cards, stamps, ticket stock, electronic funds transfer, and/or other cash equivalents.
- F. **Change Fund:** A sum of money set aside for the purpose of making change where cash is collected.

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- G. **Covert Cash Funds:** Funds established by the San Antonio Police Department used to pay confidential informants and for investigative operations such as narcotics vice.
- H. **Custodian:** Caretaker; the person in charge.
- I. **Escrowed Funds:** Money that has been put in the custody of others.
- J. **Fiduciary:** An individual or organization that is trusted to hold valuable items of another person.
- K. **Final Disposition:** Final deposit or distribution or payment.
- L. **Flash Funds:** One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities.
- M. **Fraud:** Intentional deception to deprive another person of property or to injure that person in some other way.
- N. **Imprest Fund:** A fund into which a fixed amount of money or cash equivalent is placed for the purpose of making change or minor distributions (i.e. change fund, petty cash fund, cash refund fund). The fund amount always remains constant.
- O. **Internal Control:** System that assures assets that belong to the City are received when tendered, protected while in the custody of the City, and used only for City related purposes. The system of internal control consists of all measures employed by the City for the purpose of (1) safeguarding resources against waste, fraud and inefficiency; (2) promoting accuracy and reliability in accounting and operating data; (3) encouraging and measuring compliance with City policy; and (4) judging the efficiency of operations in all divisions of the City. Internal controls are not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur.
- P. **Misappropriation:** Using property or money wrong/illegally.
- Q. **Mitigating Control:** Compensating measure implemented to identify irregularities after-the-fact, as opposed to primary controls that are intended to prevent fraud or detect human error at the point of its origination (i.e. supervisor reviews a batch of cash receipts at the end of a shift versus approving each transaction as it occurs at the point of sale or cash intake).
- R. **Mutilated:** Disfigured, bent, destroyed.
- S. **Negotiable (financial instruments):** Money or money equivalents that is easily transferable from one person to another (such as cash, traveler's checks, etc.).
- T. **Outage:** Cash shortage or overage. A cash handler has a shortage when a collection error is made such as not obtaining physical custody of money or a change-making error. A cash handler has an overage when excess money is collected and the excess cannot immediately be returned to the customer.
- U. **Overridden:** When controls are manually or electronically turned off or bypassed.

Effective Date: March 1, 2007

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- V. **Petty Cash Fund:** A fund used within an office to make small office purchases, which are \$100.00 or less. Petty cash purchases are usually quick or to meet an emergency need.
- W. **Post-dated Check:** Future dated check submitted in payment for City services and/or goods.
- X. **Risk Factors:** Assigned to cash handlers based on cash handling activity.
 - a. High: deals with cash on a daily basis
 - b. Medium: deals with cash equivalents
 - c. Low: Infrequent users of small amounts of cash
 - d. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1. for added detail on risk factors)
- Y. **Two-Party Check:** A check originally issued to another party ("payee") that is now offered in payment for City goods and/or services.

IV. POLICY GUIDELINES:

A. Background Checks

A background check with satisfactory results is a condition of employment for the City of San Antonio. Pursuant to A.D. 8.2. Criminal History Background Check for Cash Handling Positions, a criminal history background check will be conducted on all new hires, transfers, demotions, promotions and reclassifications into cash handling positions designated by the Finance Department. Interval background checks will be conducted on an on-going basis for those employees in cash handling positions, with timing determined by an assigned risk factor for the position.

B. Training

All employees in designated cash handling positions will have to successfully complete two (2) four (4) hour courses on cash handling policies. Successful completion of this course is defined as achieving a least a seventy percent (70%) passing grade on a test administered upon completion of each four hour course.

Upon successful completion of both courses, employees shall receive a cash handling certificate of completion. Cash handling employees not successfully completing these courses will have an opportunity to re-study and re-test a second time. Employees who fail to successfully complete required cash handling training are subject to termination, transfer and/or other employment action.

Departmental specialized and advance cash handling training may also be required (as identified by the department, while consulting with the Finance Department). Such training will be coordinated by the Finance Department and conducted by the Finance Department and Human Resources Department.

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C. **Performance Expectations/Standards**

All cash handling departments will establish performance standards and success measures for all cash handling positions. When establishing standards, the cash handling environment, the average number of cash handling transactions, and the average amount of dollars collected shall be taken into consideration.

D. **Discipline**

1. **Civilian Employees**

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.

2. **Uniformed Employees**

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with Collective Bargaining Agreements between the City and uniformed personnel. Internal procedures adopted for uniformed personnel of the Police and Fire Departments must conform to the provisions of this Directive

3. **Individuals engaged in fraud (i.e. theft) will be subject to immediate dismissal and possible legal action.**

E. **Applicable Federal, State and Local Laws and Regulations**

State law requires that cash collection sites retain original records pertaining to cash handling. Consult the Texas Administrative Code Title 13, Chapter 6, "Records Retention Scheduling Rules" for the current retention requirements regarding cash related records (See website <http://www.tsl.state.tx.us/sirm/recordspubs/gr.html>).

V. **RESPONSIBILITIES:**

A. **City Manager's Office**

1. Establish an adequate internal control system over City cash and cash equivalents.
2. Direct the Office of Municipal Integrity to conduct cash handling investigations as deemed necessary.

B. **Finance Department**

1. Safeguard the City' financial assets and manage its financial resources in accordance with the goals of the City Council, City Manager and in compliance with applicable laws and generally accepted accounting and financial principals. Establish and update this Administrative Directive as necessary.

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2. Perform cashiering functions in designated locations.
3. Approve additions and deletions of citywide personnel classified as cash handlers (i.e. custodians of petty cash and change funds). Approve the updating of the cash handling database for all cash handling positions, which includes department, job class, position and risk factor. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1.)
4. Approve the establishment of petty cash and change funds, including related amount of the fund.
5. Coordinate with the Human Resources Department to provide basic and specialized Cash Handling training.
6. Contact the San Antonio Police Department and/or Office of Municipal Integrity when a department has communicated a suspicion of theft or dishonest act by a City employee (i.e. missing or stolen funds). This determination will be dependent upon the dollar amount involved and the need for further investigation and/or law enforcement follow up.
7. Approve others authorized to inspect/review citywide cash handling operations.

C. Departmental Directors

1. Ensure the safeguarding of City funds.
2. Maintain clearly written and approved procedures for all areas of their department's cash handling operations.
3. Ensure procedures are in place to comply with this Administrative Directive and assume accountability for exceptions and deviations from this policy.
4. Provide the Finance Department a "Cash Handling Database Change Form" (See A.D. 8.2 Criminal History Background Checks for Cash Handling Positions for copy of database change form) requesting changes to existing departmental information, which is maintained in the cash handling database. The City Auditor's Office and the Office of Municipal Integrity will be given access to the updated database.
5. Ensure all employees hired, transferred, demoted, promoted and reclassified into designated cash handling positions are enrolled in cash handling training.

D. Cash Handler

1. Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times.
2. Report to their Department Director, who should in turn alert the Finance Department, of any instance where a City employee has knowledge or suspicion of a theft or dishonest act by another City employee.

E. Office of Municipal Integrity

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1. Coordinate and collaborate with the San Antonio Police Department on cash handling investigations, where appropriate.
 2. Provide written reports of internal investigations to the City Manager's Office, Finance Department, and the City Attorney's Office.
- F. City Auditor's Office
1. Perform announced or unannounced cash audits annually to determine compliance with this Administrative Directive.
 2. Review Departmental procedures and guidelines and provide appropriate feedback to the City Manager, Finance Department, Human Resources Department, and other departments.
- G. Human Resources Department
1. Maintain the cash handling database utilized for training and interval background checks.
 2. Assist employees and departments with interpretation of this Administrative Directive.
 3. Coordinate basic and specialized cash handling training.

VI. CASH HANDLING CONTROLS:A. General Cash Controls

1. All employees with access to cash funds shall be covered under the City's Commercial Crime or Employee Dishonesty Insurance Policy as prescribed by the City's Risk Manager.
2. Cash handling sites shall have an individual designated by the Department Director as custodian with specific responsibility for cash handling at the respective location(s) during all shifts.
3. The number of employees with access to cash shall be limited for internal control purposes. Efforts shall be made for the physical separation of duties and responsibilities between the cash custodian and that of the individual or individuals that perform the accounting and recordkeeping function pertaining to cash.
4. Where the separation of responsibility is precluded due to limited available personnel, the supervisor shall perform specific verification steps for sound cash handling controls. This supervisor shall not be involved in the original transaction steps that are to be verified. Departments should confer with the Finance Department to establish other mitigating controls where separation of responsibility is precluded.
5. At least two people per cash handling site shall be involved in the cash handling process unless otherwise authorized by the Finance Department.

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6. Where possible, cash handling duties shall be rotated on a periodic basis. This can help to prevent departments from becoming dependent upon one person for a particular function and can make it easier to identify and correct procedural weaknesses and breaches.
7. When practicable, cash handling sites will have alarm devices, videotaped surveillance, and/or electronic microphone recording installed.
8. If billing invoices are used, the cashier cannot make adjustments to an invoice. The supervisor/administrator shall make any necessary corrections, changes or adjustments.
9. Physical protection of cash through the use of bank facilities, armored vehicles, vaults, and locked cash boxes, locked cash bags, or locked drawers shall be practiced at all times. Armored car service will be made available to those cash handling sites that require such service. Departments, in conjunction with the Finance Department, shall assess the reasonableness, practicality, and security in determining the use of armored car service.
10. In general, collections in the field are prohibited unless specifically authorized by the Director of Finance.
11. Cash on the premises will be held to a minimum to reduce the amount of idle cash that is available, as well as for cash control purposes. Deposits shall be made within twenty-four hours. Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for deposits, especially when deposits exceed the twenty-four hour time requirement noted above.

Careful consideration shall be given the risk involved in holding idle cash and/or cash equivalents in the department versus the cost to make more frequent deposits.

12. Authorized personnel within the department who do not have custodial, accounting or recording duties and responsibilities, shall conduct periodic examination, count, or other review of cash.

The Finance Department and the City Auditor's Office will also conduct random unannounced reviews and/or audits. The Office of Municipal Integrity will conduct investigations as directed by the City Manager's Office.

13. City departments, with assistance from the Finance Department, shall publish and update as necessary written cash handling instructions and procedures that will serve as procedural and training documentation for departmental cash handlers.

B. Receipting of Payments

1. Checks, traveler's checks, money orders and other negotiable financial instruments shall be endorsed as they are received.
2. All employees charged with the receipting of cash at the point of sale shall be provided by the department with a copy of the current fee and rate schedule as

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well as the appropriate general ledger account codes. Fees and rates shall be posted in a clear and visible site for the general public's advisement. Posted information shall also include a contact telephone number for a customer to call if a transaction receipt is not provided to the customer when cash and/or cash equivalents are paid.

3. All handwritten receipts shall be pre-numbered to account for lapses in sequence.
4. All checks shall be made payable to the City of San Antonio and shall be accepted only in the amount of the sale or transaction. Checks may not be written for more than the amount due to the City.
5. When accepting a personal check for amounts due the City, the cash handler shall capture the following payer's information and note same at the top of the check: 1) address, 2) telephone number, and 3) driver's license number. No temporary checks are to be accepted by cash handlers.
6. Post-dated or two-party checks will not be accepted.
7. Cash utilized for change ("Change Funds") and undeposited receipts shall not be used for petty cash purchases, loans, advances, or check cashing (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks).
8. Change Funds are not to be commingled with any other monies.
9. With the exception of the Finance Department no checks shall be cashed from cash receipts.
10. All departments with cash operations shall maintain a permanent collection record, such as a cash register tape, that has the record of all transactions including voids, refunds or cancellations. All revenues collected shall have a receipt or other proof of sale issued to the customer at the point of sale or collection whether handwritten or electronically generated.

There shall be a means of capturing and summarizing daily transactions, which will be reconciled to the amount deposited.

C. Deposits

1. The general operating standard for deposit of negotiable instruments and cash with the depository bank shall be within twenty-four hours of receipt. This includes the counting and balancing of cash receipts for each shift and depositing such receipts intact (i.e. a deposit for each shift). Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for the deposits where deposits exceed the abovementioned twenty-four hour requirement. All amounts that are not deposited on a daily basis shall be secured in a safe, vault or locked drawer.
2. Discrepancies between deposited amounts when compared to written receipts, cash register, or computer system generated receipts, shall be recorded along

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with documentation of the responsible cashier. The supervisor shall review, on a daily basis, such documentation and follow up with the appropriate corrective action, if needed. Department Directors have the ultimate responsibility to ensure discrepancies are identified and corrective measures are taken.

3. All security and bid deposits received in negotiable form, as well as escrowed funds or other funds that require specialized handling, shall be deposited and held by the City Clerks Office until final disposition is made.
4. All performance bonds shall be forwarded to the Finance Department, General Ledger Section for safekeeping.
5. All deposits shall be made intact (i.e. a deposit for each shift) and sealed in deposit bag; departmental receipts shall not be used to create or replenish petty cash or other funds. Un-deposited receipts are not to be used for loans, advances, or check cashing.

D. Covert Cash Funds

1. Covert Cash Funds will be used to pay confidential informants and for investigative operations and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. In order to maintain the confidentiality of cash transactions associated with covert and investigative operations, supporting documentation will be maintained by the San Antonio Police Department. The case number should be used when recording cash transactions in SAP.
3. Covert cash funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds.
4. The San Antonio Police Department's Petty Cash Custodian will be responsible for the oversight and control of covert cash funds.

E. Flash Funds

1. One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. The Chief of Police or designee will request in writing the disbursement of Flash Funds.
3. The Finance Director or designee will approve the distribution of flash funds and will also serve as the signatory for the disbursement.
4. Upon disbursement the San Antonio Police Department will be responsible for the oversight, control and safeguarding of flash funds.
5. Disbursement will be made payable to the Police Officer approved and designated by the Police Chief.

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6. Flash Funds are to be returned to the San Antonio Police Department's Petty Cash custodian and deposited within two working days of disbursement.

F. Petty Cash

Petty cash funds shall be established pursuant to A.D. 8.5 Petty Cash Handling, and upon the approval from the Finance Department. Petty cash funds are public funds entrusted to the department for which the fund was established. Petty cash shall be used to purchase items or services on an emergency and infrequent basis, where it is not feasible or practical to submit a purchase requisition, request for payment, or use a procurement card.

G. Change Funds

1. Change funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds; however, change funds are strictly revolving funds and require no replenishment. Change funds are established for the purpose of making change where cash is collected.
2. Petty cash or cash receipts shall not be commingled with change funds.
3. Change funds that are no longer needed to conduct the business for which they were established shall be deposited at the depository bank within 48 hours from the time it is determined that the funds are no longer required.
4. Funds established for postage shall be used for legal City correspondence and not for personal use.
5. No checks shall be cashed from a change fund (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks, as outlined below in Section F).

H. City Employee Check Cashing

1. City employee's personal checks in an amount not to exceed \$100.00 may be cashed at the Finance Department, Collections Division. No more than one personal check may be cashed per day. No personal checks shall be cashed at any other departmental location without the advanced written approval of the Finance Department, Collections Division.
2. City employees will permanently be prohibited from cashing personal checks after a second personal check is returned due to non-sufficient funds.
3. Once a personal check is returned for non-sufficient funds, the employee's check must clear their bank within two (2) working days from the date of notification by the Finance Department, Collections Division.
4. No two-party or post-dated checks shall be accepted.
5. Rebate checks are not to be cashed.
6. The Finance Department, Collections Division, shall only cash City issued checks for the advance and reimbursement of travel expenses.

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I. Returned Checks

1. Occasionally a deposited check may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds held, stolen checks, forgery, endorsement, or signature. Should a check be returned, the Finance Department, Accounts Receivable Section will notify the receiving department of the returned check.
2. The Finance Department will attempt to collect the funds for the returned check along with the City's returned check processing fee by mailing a demand letter to the writer of the returned check. Only cash, certified checks or money orders will be accepted for payment of returned checks.
3. If collection efforts are unsuccessful after 10 days from the date of the demand letter the Finance Department, Collections Division will refer the returned check to the Bexar County District Attorney's Office for prosecution.

J. Refunds

1. Cash or credit card refunds are permitted only upon presentation of the receipt or other proof of purchase issued at the point of sale.
2. Departments authorized by the Finance Department to issue cash refunds will maintain a cash refund fund on an imprest basis.
3. Refunds shall be completed by charging the revenue General Ledger account that was originally credited.

K. Cash Storage and Safekeeping

1. Access to the cash drawer is limited to one person. The cash drawer shall be counted and balanced before another person takes possession of the cash drawer. Both parties involved in the cash drawer transfer shall be present when cash is counted, and a receipt shall be signed by the person accepting custody.
2. All areas around the cash handling sites shall be visible and without obstruction.
3. Access to departmental safes or other devices used to store cash on a temporary basis until deposited at the depository bank shall be restricted to a small number of employees. A safe's combination must be changed within two (2) business days after the departure of a person who has had access to the safe.
4. All funds shall be kept out of public view and shall be available for inspection by authorized representative(s) of the department, the Finance Department, the Office of Municipal Integrity, the City Auditor, or other authorized personnel as approved by the Finance Department. For money stored in a locked metal box or in a locked desk, the key shall be secured in another location of the office. Only certain assigned personnel shall have access to the key.

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L. Foreign and Mutilated Coin

1. Foreign coin and currency shall not be accepted (except for international sites/offices). Only coins and currency issued by the United States Federal Reserve Board are legal tender. Traveler's checks must state "U.S. Dollars".
2. No bent or mutilated coins shall be accepted.

M. Other Guidelines

1. The Finance Department is responsible for creating and closing bank accounts.
2. Lost and found cash or its equivalent greater than \$50 shall be deposited in compliance with Texas escheat laws after all reasonable attempts have been made to identify and return the lost and found money or its equivalent to the rightful owner. Amounts \$50 or less shall be deposited to the appropriate fund based on the General Ledger coding identified by the Finance Department. If funds are properly claimed subsequently, these funds will be relinquished to the rightful owner through the standard accounts payable process.
3. Departmental controls shall include a practical means for employees to report instances where system controls are overridden that could be indicative of fraud (i.e. implement an effective "whistle blower's" program).
4. Cash handlers shall be watchful for counterfeit bills, checks, etc. Cash handling training shall be provided on this area of responsibility.
5. Senior staff shall monitor and reassess, on a periodic basis, any risk areas and adopt appropriate strategies to manage these functions and thereby minimize opportunities for loss. The preceding includes City departments conferring with the Finance Department on an as needed basis.

ADMINISTRATIVE DIRECTIVE 8.1

CASH HANDLING

Effective Date: March 1, 2007

Revision Dates(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Finance Department at 207-8620.

Recommended by:



Ben Gorzell Jr., CPA
Finance Director

1/23/07
Date

Approved by:



Pat DiGiovanni
Deputy City Manager

1/23/07
Date

Approved by:



Sheryl L. Sculley
City Manager

1-24-07
Date



CITY OF SAN ANTONIO

EMPLOYEE ACKNOWLEDGMENT FORM
FOR

ADMINISTRATIVE DIRECTIVE 8.1
Cash Handling
Effective March 1, 2007

Employee:

I acknowledge that on _____, 20____, I received a copy of Administrative Directive 8.1, Cash Handling and I received an overview of this policy from my supervisor/trainer.

Employee Name (Print)

Department

Employee Signature

SAP Employee ID Number

Supervisor/Trainer:

I certify that on _____, 20____, I provided the above employee with a copy of this administrative directive and an opportunity to ask questions.

Supervisor/Trainer (Print)

Supervisor/Trainer Signature

Finance / AD 8.1
(As of March 1, 2007)

201 File (original)
Field Folder Copy
Employee Copy

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Customer Satisfaction Surveys and Monthly Food Quality Surveys

POLICY: COSA will give participants the opportunity to complete a customer satisfaction survey at least annually and a monthly food quality survey.

PROCEDURE:

1. Participants will be provided a survey form to complete monthly and annually.
2. Staff will review results and make necessary program improvements.

COMPREHENSIVE NUTRITION PROJECT (CNP)
FY 06 - 07 FOOD QUALITY SURVEY

Today's Date: _____

Male _____ Female _____ Center: _____

We want to know what you think about the food you ate today. Your input is important to us and will assist us in providing you the highest quality food possible. Mark an "X" in the box that *BEST REPRESENTS YOUR OPINION* for each question.

1. In your opinion, how well "cooked" was your food today?

Very Good Good Fair Poor

2. In your opinion, how would you rate the "temperature" of your food today?

Very Good Good Fair Poor

3. In your opinion, how would you rate the "seasoning" of your food today?

Very Good Good Fair Poor

4. In your opinion, how would you rate the "taste" of your food today?

Very Good Good Fair Poor

5. In your opinion, how would you rate the "quality" of your food today?

Very Good Good Fair Poor

Please feel free to provide comments or recommendations.

Comments/Recommendations:

Thank you for completing our survey. Your answers will be kept confidential.

See reverse for English version of survey

COMPREHENSIVE NUTRITION PROJECT (CNP)
FY 06 - 07 CUESTIONARIO

Fecha de Hoy: _____

Masculino _____ Femenina _____ Centro: _____

Para darle mejor servicios, favor de decirnos que piensa Ud. de la comida que se le sirvió hoy. Su opinión es muy importante para nosotros. Favor de marcar con una "X" a la respuesta que más indica su opinión.

1. ¿En su opinión, que tan bien estaba "preparada" la comida?

Muy Bien Bien Más o Menos Mal

2. ¿En su opinión, que tal estaba la "temperatura" de la comida?

Muy Bien Bien Más o Menos Mal

3. ¿En su opinión, como estaba de "especias"?

Muy Bien Bien Más o Menos Mal

4. ¿En su opinión, como estaba el "sabor"?

Muy Bien Bien Más o Menos Mal

5. ¿En su opinión, como estaba la "calidad" de la comida?

Muy Bien Bien Más o Menos Mal

Si tiene algún comentario or recomendación, favor de indicar aqui.

Comentarios/Recomendaciones:

Gracias por su participación con este cuestionario. Sus respuestas son confidencial.

10. Is it easy for you to find information about the nutrition center and its activities?

Yes Somewhat No Not sure

11A. Does the center offer health and nutrition classes?

Yes Somewhat No Not sure

11B. If yes, have the health and nutrition classes offered by the center improved your knowledge about health, diet and exercise?

Yes Somewhat No Not sure

11C. How to prepare a healthy meal?

Yes Somewhat No Not sure

12. Are you exercising more since attending the center?

Yes Somewhat No Not sure

13. Has coming to the center improved your quality of life?

Yes Somewhat No Not sure

14A. Are you satisfied with the services you receive at the center?

Yes Somewhat No Not sure

14B. If not, how can the services be improved? _____

15. If you did not attend the center, what would you do? _____

COMMENTS: _____

__ Thank you for answering this survey. Your opinion counts!

Funded by the Texas Department on Aging and Disability Services.

Revised: May 25, 2004

CIUDAD DE SAN ANTONIO
Departamento De Iniciativas En La Comunidad
Oficina de Servicios Para Personas de Edad Mayor

COMPREHENSIVE NUTRITION PROJECT - CNP 2006-2007

CENTRO _____ FECHA _____

Edad _____ Raza _____ Género M _____ F _____

Este cuestionario es para determinar si el Proyecto de Nutrición le ayuda a Ud. Favor de marcar su respuesta a las siguientes preguntas.

1. ¿Cuántos días por semana viene Ud. al centro?

1-2 veces por semana 3-5 veces por semana

2. ¿Cuántos años tiene Ud. de ser miembro de este centro?

1 año o menos 2-5 años 6 años o mas

3. ¿Es la comida que recibe en el centro, la única comida que está preparada para Ud.?

Si No

4. ¿Cuántas comidas por día come Ud.?

1 2 3 4

5. ¿Ahora que Ud. viene al centro, tiene mas oportunidad de recreo y de compartir un buen tiempo con sus amigos?

Si mas o menos No No estoy segura

6. ¿Como viene Ud. al centro?

Camino Me levanta el bus del centro Mi carro
Con otro participante VIA mi residencia es en el Otra manera
centro de nutrición

7. ¿Cuántas veces por mes usa Ud el bus del centro de nutrición?

0 1 2 3 4

8. ¿Cuántas millas vive Ud. del centro?

Menos de 1 milla 1-3 4-6 7-9 10 o mas

¿Cuando el personal de la ciudad visita este centro, son cordial con Ud.?

Si Un Poco No No estoy segura(o)

10. ¿Se le da información tocante las actividades del centro frecuentemente?

Si

Un Poco

No

No estoy segura(o)

11A. ¿Ofrece el centro clases de nutrición y tocante su salud?

Si

Un Poco

No

No estoy segura(o)

11B. Si contesto "si" ¿le han ayudado las clases mejorar su dieta, salud y ejercicios?

Si

Un Poco

No

No estoy segura(o)

11C. ¿Como preparar mejores comidas?

Si

Un Poco

No

No estoy segura(o)

12. ¿Desde que esta atendiendo el centro, ha aprendido Ud. hacer ejercicios?

Si

Un Poco

No

No estoy segura(o)

13. ¿Ha mejorado su vida porque viene al centro?

Si

Un Poco

No

No estoy segura(o)

A. ¿Esta Ud. satisfecha (o) con los servicios que recibe aqui en el centro?

Si

Un Poco

No

No estoy segura(o)

14B. Si no, ¿ como se pueden mejorar? _____

15. ¿Si no existieràn centros como este, que haría Ud. con su tiempo? _____

COMENTARIOS: _____

Gracias por su tiempo. ¡ Su opinion cuenta!

Funded by the Texas Department on Aging and Disability Services.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Training

POLICY: COSA will ensure all required training is provided. 40 TAC 84.5.

PROCEDURE:

1. Provide at least **one hour** of training to all staff and volunteers who serve meals. The training will be provided before assuming duties and include:
 - a. Client Confidentiality
 - b. Procedures used in handling emergency situations involving clients
 - c. Sanitary methods used in serving and delivering meals
 - d. General knowledge and basic techniques of working with persons who are aged and persons who are disabled
 - e. Personal hygiene.

1. Provide at least **two hours** of training to all staff and volunteers who come in contact with clients in a capacity other than just serving the meal. The training will be provided before assuming duties and include:
 - a. Client confidentiality;
 - b. Procedures used in handling emergency situations involving clients
 - c. Sanitary methods used in serving and delivering meals
 - d. General knowledge and basic techniques of working with persons who are aged and persons who are disabled
 - e. Personal hygiene
 - f. Orientation in applicable DADS, Bexar AAA, and provider forms, rules, policies and procedures.

3. Provide at least **two hours** of training to the food service supervisor(s). The training will be provided before assuming duties and include:
 - a. Personal hygiene
 - b. Food storage, preparation and service
 - c. Equipment cleaning before, during and after meal service
 - d. Selection of proper utensils and equipment for transporting and serving food
 - e. Automatic and manual dishwashing procedures

4. Provide an additional **six hours** of training to the food service supervisor. The training will be completed no later than 30 days after assumption of duties and include:
 - a. Practical procedures for food preparation, storage and serving;
 - b. Portion control of food in appropriate dishes
 - c. Use of standardized recipes
 - d. Nutritional needs and meal pattern requirements of older adults to be served
 - e. Quality control of:
 1. Flavor
 2. Consistency
 3. Texture
 4. Temperature
 5. Appearance (including the use of garnishes)

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

5. Ensure the food service supervisor comply with the Texas Department of Health Services rules regarding the knowledge and demonstration of a food protection manager
6. Maintain documentation verifying completion of all training activities.
 - a. Prepare Quarterly Training Program and Report
7. Additional training resources may include:
 1. City sponsored Food Handler Training Courses
 2. Texas Cooperative Extension sponsored Texas Dept of Health Food Management & Safety Course
 3. American Heart Association First Aid and CPR Courses

APPENDIX

1. Staff and Volunteer Training Record Form

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Compliance

POLICY: COSA will comply all federal, state, and local requirements for nutrition service providers and congregate meal sites.

PROCEDURES:

3. Require all meal participants to complete a Nutritional Risk Assessment annually.
4. Offer meals five days a week, unless a waiver from Bexar AAA and DADS is obtained. Waiver will include:
 - a. Affected area
 - b. Which days meals will be provided
 - c. Condition(s) that makes the request necessary
5. Provide monthly nutrition education. Have a written annual plan for nutrition education which identifies subject matter, presenter, materials used, and source of information presented.
6. Comply with the Older Americans Act, §311, concerning surplus commodities and United States Department of Agriculture Food Distribution Regulations, 7 Code of Federal Regulations, Part 350; must ensure that only eligible meals served by Older Americans Act funded projects are reported for reimbursement; and must ensure that cash will only be used to purchase food grown in the United States.
7. Recover the full meal cost of meals served to ineligible clients. Payment must be receipted separately from contributions and handled the same as program income. The full meal cost shall be posted in a prominent location and easily visible to guests.
8. Ensure all food preparation, handling, and service activities shall comply with Texas Department of Health Division of Food and Drug, "Rules on Food Service Sanitation." The contractor must provide a copy of all required inspection results to the area agency on aging within five calendar days of receipt of the results.
9. Offer meals that comply with Dietary Guidelines for Americans and recommended dietary allowances. Meals must meet, at a minimum, 1/3 of the recommended daily allowance for adults.
10. Ensure each meal included on the menu and a list of allowable substitutions be approved by a dietician consultant as meeting 1/3 of the recommended dietary allowance (RDA) for older adults, the Dietary Guidelines for Americans, and provide for variety in flavor, consistency, texture, and temperature. The approval must occur and be documented prior to the date the meal is served. The dietary consultant must be a registered dietician who is:
 - a. licensed by the Texas State Board of Examiners of Dieticians; or
 - b. Has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.
11. Plan and manage food production by using standardized recipes.
12. If providing therapeutic meals, menu will be based on the participant's medical condition as documented by his/her physician.
13. Provide frozen, chilled, or shelf-stable meals only if the provider has assessed that:
 - a. Sanitary and safe conditions exist for storage, thawing and reheating by the participant
 - b. Meals can be safely handled by the participant or another available person if the participant is confused, frail, or otherwise unable to safely handle the meal.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

14. If food is transported.
 - a. Use supplies and carriers so hot foods are packaged and transported separately from cold foods.
 - b. Require meal carriers used to transport containers that may be easily damaged will be enclosed to protect food from contamination, crushing or spillage, and will be equipped with hot or cold sources to maintain safe temperatures.
 - c. Require meal packaging:
 - i. Be sealed to prevent moisture loss or spillage, and to maintain safe temperatures
 - ii. Have compartments to separate foods
 - iii. Be easy for the participant to open.
15. Ensure holding time for hot food does not exceed four hours from the time the food is cooked or reheated until it is served to the participant.
16. Wrapped straws will be provided for milk and served drinks.
17. Congregate Food shall be consumed in the Dining Room only.
18. Menus for the month will be delivered to each participant and posted in an accessible location in the Dining Room.
 - a. Standard meals are regular meal from the standard menu and served to most eligible participants that meet the state requirements.
 - b. Diabetic meals are for participants who require special consideration for sugar intakes.
19. The only foods that may be taken out of the center which were served with the noon meal are: Cakes, cookies, bread, rolls, and fresh fruit. It must be wrapped unless citrus fruit or bananas. Heated entrees, vegetables, canned fruit, milk; condiments will not be taken from the center unless packaged for homebound meal takeout by center staff or frozen for take out.
20. All dishes, plates, cups, serving items will be washed and dried in accordance with food and sanitation procedures.
21. Special Eating utensils will be available for individuals with disabilities.
22. Ensure the food service supervisor comply with the Texas Department of Health Services rules regarding the knowledge and demonstration of a food protection manager
23. Maintain documentation verifying completion of all training activities.
24. Conduct in-house monitoring to:
 - a. Document holding times, safe temperatures, and meal quality
 - b. Program compliance.
25. Obtain written approval from the Bexar AAA prior to subcontracting meal preparation.
26. Have a written emergency plan that provides for the availability of food in emergencies and disasters.
27. Promptly initiate investigation by the local health authorities of complaints involving two or more persons with symptoms of food borne illnesses within a similar timeframe, and report such complaints to the Bexar AAA.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: SUBCONTRACTED SERVICES

POLICY: Meal providers that subcontract meal preparation or delivery shall obtain written approval from Bexar Area Agency on Aging. 40 TC 84.5 (x)

PROCEDURE:

Annually, COSA will send a letter to BAAA requesting approval for subcontracting meal preparation services from COSA City Council Approved meal provider.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Safety & Temperature Checks

POLICY: The Nutrition Site Manager will monitor temperatures of food upon delivery and prior to serving the food to meal participants.

PROCEDURE:

1. Food Service staff will check temperature of food when delivered to the nutrition site by the subcontractor.
 - a. Potentially hazardous hot foods shall be kept at 135 degrees or over
 - b. Hot foods that are not hazardous shall be kept at 110 degrees or over
 - c. Potentially hazardous hot foods shall be kept at 40 degrees or under
 - d. Cold foods that are not hazardous shall be kept at 55 degrees or under
2. Food service staff will maintain a log to record the temperature checks for each day food is served to meal participants. The person who registers the food temperature shall initial the entry in the log.
3. Meal service will be postponed until the temperature meets the required standard to insure that potentially hazardous foods are kept out of the danger zone.
4. Freezers shall be maintained at a temperature of 0 degrees. Refrigerators shall be maintained at temperatures of 40 degrees or below.
5. Power outages or malfunctions of equipment shall be reported immediately to management. If food service equipment is non-functional to maintain safe food service, then the Emergency Management Plan shall be put in effect for the day's meal.
6. In case of emergency situations, the meal subcontractor shall be notified immediately to make delivery or meal adjustments.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Borne Illness Complaints

POLICY: COSA will immediately investigate possible food borne illness complaints.

PROCEDURE:

1. Report complaint in writing to the CNP Nutritionist.
2. Investigate to determine if two or more individual participants have similar complaint within a similar time frame.
3. Report complaint to local health authority within 24 hours of complaint.
4. Notify Subcontractor of Meal preparation services of complaint
5. Notify Bexar Area Agency on Aging immediately after investigation
6. Prepare written investigation and corrective action taken for BAAA and DADS within 24 hours.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Nutrition Education

POLICY: Nutrition and Health Education seminars and classes will be presented monthly.

PROCEDURE:

1. COSA will coordinate or sponsor guest speakers, classes, multi-media activities to promote good nutrition and health practices to program participants.
 - a. Staff will maintain a file of program outlines and materials that includes date, topic, source, presenter and number in attendance or whom the information was provided.
2. COSA will record program participants in nutrition education and provide a copy to BAAA monthly.
3. COSA will prepare an annual nutrition education that identifies subject matter, presenter and source of information.

Department of Community Initiatives
Senior Services Division
Comprehensive Nutrition Project

Nutrition Education

Date Class is Given: _____ Person Giving Class: _____

Time of the Training: _____

Center Name: _____

Topic _____

Name

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____

Date that HB Nutrition Education is sent out: _____

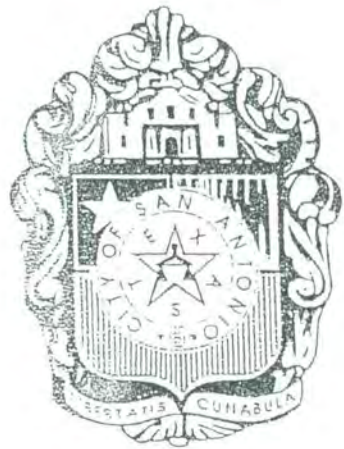
CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Facility Identification

POLICY: COSA will ensure facilities providing OAA funded services are easy to locate.

PROCEDURE:

1. Signs will be placed in a manner that allows participants to easily locate our CNP dining hall areas.
2. COSA will identify all funding sources within dining facility.
3. Signs and logos will be identified on agency program brochures, printed materials, and websites.



Serving Our Senior Citizens

**Senior
Services Division**

Funding Sources:

City of San Antonio
General Fund

Texas Department of Aging
& Disability Services (DADS)
Through The Alamo Area Council
Of Governments (AACOG)

CITY OF SAN ANTONIO

DEPARTMENT OF
COMMUNITY INITIATIVES



Funded through the Texas Department on Aging
Alamo Area Council of Governments

La Oficina de Servicios para los Ancianos tiene como su meta el bienestar de estas personas por medio de los siguientes Proyectos:

PROYECTO DE NUTRICIÓN

Provee una comida a medio día para personas 60 años de edad y mayor y su esposo(a) que viven en el condado de Bexar. Estas comidas se dan en un Centro Social con ambiente familiar y amistoso, además ofrecen los siguientes servicios:

- Transportación para la tienda de comestibles, sitios turísticos y otras actividades de recreación
- Consejos y asistencia con programas sobre Seguro Social, beneficios médicos y estampillas de comida.

Al presente hay 66 sitios de nutrición en la Ciudad de San Antonio y en el Condado de Bexar. Los sitios están abiertos de lunes a viernes 10:00 de la mañana a 2:00 de la tarde.

Todos los servicios son gratis pero se aceptan donaciones

TELÉFONO: 207-7172

PROYECTO DE TRANSPORTACIÓN

Para personas 60 años de edad y mayor. Los servicios de transportación son para los siguientes lugares:

- Abogado
- Banco financiero
- Doctor, hospital o laboratorio médico
- Estampillas
- Tienda de comestibles

Si necesita transportación, se requiere 5 días de aviso. Las horas de servicio son de 6:00 de la mañana a 6:00 de la tarde de lunes a viernes.

Los servicios se ofrecen en todo el Condado de Bexar son gratis pero se aceptan donaciones.

TELÉFONO: 207-6680

ASISTENCIA PARA AYUDARLE CON SERVICIOS SOCIALES

Se proveen los siguientes servicios a las personas de edad mayor que residen en la Ciudad de San Antonio:

- Asistencia con su compra de medicinas o equipo médico
- Asistencia con su pago de luz y agua
- Asistencia en su casa con Ayudante de enfermera Ayudante de quehaceres
- Coordinación con otras agencias para que reciba asistencia con otros servicios sociales

TELÉFONO: 212-9059

Comprehensive Nutrition Project

Provides elderly persons 60 years and older and their spouses in Bexar County with a nutritionally balanced noon meal in a congregate setting and with supportive services, which consist of:

- ✦ Counseling
- ✦ Escort Services
- ✦ Information & Referral
- ✦ Nutrition Education
- ✦ Outreach Activities
- ✦ Recreation Activities
- ✦ Shopping Assistance
- ✦ Transportation

There are currently 76 senior nutrition sites operating throughout San Antonio and Bexar County, Monday through Friday from 10:00 a.m. to 2:00 p.m. All services are free of charge; however, contributions are encouraged.

Telephone Number: 207-7172

Central Office:
700 S. Zarzamora #205
SAN ANTONIO, TX 78207
HOURS:
7:45 AM-4:30 PM

The mission of the Senior Services Division is to enhance the social, psychological, and physiological well-being of older and disabled citizens in San Antonio and Bexar County.



Supportive Services for the Elderly Project

Provides persons, 60 years and older with door to door transportation for essential appointments, such as: medical appointments, food stamps, legal aid, social security office visits, grocery shopping, and banking. Service hours are Monday through Friday, 6:00A.M. to 6:00P.M. Services are provided throughout Bexar County and free of charge. Donations are encouraged.

Telephone Number: 207-6680

Resource & Referral Services

Provides resource access and referral services to elderly citizens living within the City of San Antonio. Services are designed to provide seniors One-Stop access to senior resources and benefits.

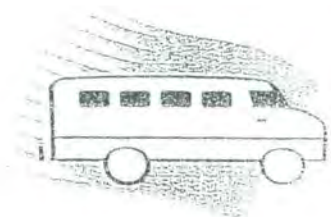
Services include:

- ✦ Comprehensive Assessments
- ✦ Service Coordination
- ✦ Emergency Assistance for the Elderly
- ✦ City Homemaker Program
- ✦ Benefits Counseling
- ✦ Referrals to Social Service Agencies

Telephone Number: 212-9059

Through these programs, the Senior Services Division (SSD) provides services to assist elderly and disabled citizens to remain in their own homes, to enhance their independence and promote an improved quality of life.

SSD is continually seeking out new programs and services to meet the current needs of elderly and disabled individuals in San Antonio and the surrounding area.



CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Disaster and Emergency Management Plan

POLICY: COSA will be prepared in the event an emergency or disaster interferes with normal service delivery. 40 TAC 83.1(i)

PROCEDURE:

In the event of an emergency, whether it is weather related, civil defense, man-made or specific situations involving the CNP nutrition sites, the following guidelines will apply:

1. The City of San Antonio (COSA) will consult with the Bexar Agency on Aging/Alamo Area Council of Governments (AACOG).
2. COSA will appoint a Safety Coordinator to work with the Risk Management Department to develop appropriate responses in the event of an identified emergency situation.
3. COSA in order to meet the needs of the elderly will participate in planning activities with district disaster committees and other human service agencies plus use existing resources to provide medical attention and soften the impact a disaster can have on the elderly population.
4. COSA will keep open the five City operated nutrition sites and will provide food and shelter as needed. The emergency meal plan is already listed in the CNP operations manual. This emergency meal plan can also apply at a time when a nutrition site cannot provide meal services on its own.
5. The Dietitian for the CNP will offer training in nutrition and emergency meal preparation to the staff from the senior nutrition sites.
6. COSA will provide authorized services to the elderly victims of disaster. This includes coordinating transportation efforts with the State Department of Highways and Public Transportation, VIA and other private transportation providers
7. In order to assist the elderly victims of a disaster, COSA will work with agencies like City Year, Habitat for Humanity, American Red Cross and other related service providers to complete minor home repairs including ramps, steps and other repairs needed for degreed self sufficiency.
8. COSA, when possible will assist the elderly in contacting the Federal Emergency Medical Agency (FEMA) for funding to restore losses incurred by the disaster.
9. COSA will work with disaster assistance advocates to assure older victims receive approved grants and services and are protected from unscrupulous repair contractors.
10. COSA will assist in providing transportation services to move elderly disaster victims from temporary housing back to their own place of residence.
11. Hot weather can be a serious emergency for the elderly population. In response, COSA will work closely with the Risk Management Health Department to offer several methods of relief from heat related emergencies and preventative measures that can be taken to avoid injuries from heat. COSA's emergency plan includes, but not limited to the following:

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

- 1) Calling 911 if necessary.
 - 2) Using established nutrition sites and other community centers to provide information on how to keep cool.
 - 3) Instructing the elderly to drink plenty of fluids during hot weather.
 - 4) Make the elderly aware of the Heat Index and how it can affect their health.
12. This Emergency Management Policy will be revised as needed to provide efficient and effective response to any emergency or disaster affecting the lives of the elderly population in San Antonio.



Financed through the Texas Department on Aging
Alamo Area Council of Governments

CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION
COMPREHENSIVE NUTRITION PROGRAM

IF YOU WANT TO ENJOY A DAILY HOT NOON MEAL (MON -- FRI) & HAVE LOTS OF FUN, PLEASE JOIN US AT ONE OF THE FOLLOWING CENTERS:

(FOR PERSONS 60 YEARS & OLDER AND THEIR SPOUSE, EVEN IF HE/SHE IS YOUNGER.)

SI UD. QUIERE PASAR UN BUEN TIEMPO Y COMER UNA COMIDA CALIENTE A MEDIO DIA 5 DIAS (LUNES -VIERNES) POR SEMANA EN UN AMBIENTE FAMILIAR, FAVOR DE COMUNICARSE CON UNO DE LOS SIGUIENTES SITIOS:

(PARA PERSONAS DE 60 AÑOS Y MAYOR Y PARA SU ESPOSO (A) AÚN QUE NO TENGA 60 AÑOS)

Senior Services Division
Comprehensive Nutrition Project
2300 W. Commerce, Suite 203, San Antonio, Texas 78207
Phone: 207-7172

Bethany United Methodist Church Phone -- 655-5473 4102 Eisenhower (78218)	Bethel United Methodist Church Phone -- 433-3599 227 S. Acme Rd (78237)
Blanco Apartments Phone -- 477-6302 906 W. Huisache (78201)	Bob Ross Senior Multi-Service Health & Resource Center Phone -- 207-5300 2219 Babcock (78229)
Centro del Barrio <i>(*Exclusively for the frail elderly only)</i> Phone: 927-9546 123 Ascot (78224)	Christ the King Catholic Church Phone -- 434-3027 2610 Perez St. (78207)
Claude W. Black Center Phone -- 226-8561 2805 E. Commerce (78203)	Comanche Park #2 (Aldersgate) Phone -- 333-0414 2600 Rigsby (78222)
Crestview Baptist Church Phone -- 655-7451 8101 Eaglecrest Blvd. (78239)	Disciples Ministries Center Phone: 822-4345 1744 W. Gramercy Pl. (78201)
El Carmen Catholic Church Phone -- 626-2485 18555 Leal Rd. (78221)	Ella Austin Community Center Phone -- 224-2351 1023 N. Pine (78202)
Fair Avenue Apartments Phone -- 477-6337 1215 Fair Ave. (78223)	George Cisneros Apartments Phone -- 477-6323 3003 Weir Ave. (78226)
Good Samaritan Center Phone -- 434-5531 ext. 347 1600 Saltillo (78207)	Good Shepherd Lutheran Church Phone -- 333-0460 1630 Goliad Rd. (78223)
Granada Apartments Phone -- 225-2645 311 S. St. Mary's (78205)	Harlandale Senior Center Phone -- 924-4771 115 W. Southcross (78221)
Holy Family Catholic Church Phone -- 433-4265 152 Florencia (78228)	Hope of Glory Center Phone -- 928-1818 339 W. Hutchins (78221)
Immaculate Heart of Mary Catholic Church Phone - 226-8268 617 S. Santa Rosa (78204)	Jewett Circle Apartments Phone -- 477-6357 425 SW 34th St. (78237)
Kenwood Community Center Phone -- 732-0361 305 Dora St. (78212)	Legacy @ O'Connor Apartments Phone -- 946-3900 13842 O'Connor (78233)
Legacy @ Science Park Apartments Phone -- 431-7400 5803 Ingram (78228)	MacArthur Park Lutheran Church Phone -- 824-7135 2903 Nacogdoches (78217)

Madonna Apartments Phone -- 432-2374 7710 Madonna (78216)	Matt Garcia Apartments Phone -- 477-6381 6114 Pecan Valley Dr. (78223)
Meadowood Acres Apartments Phone -- 677-0954 12703 Cinco de Mayo (78252)	Mission San Jose Catholic Church Phone -- 923-8681 701 E. Pyron (78214)
Mt. Zion Sheltering Arms Phone -- 225-7111 3238 Martin Luther King Dr. (78220)	Nueces Bend Apartments Phone -- 522-0440 3503 Camino Real Rd. (78238)
Newell Retirement Apartments Phone -- 824-6001 6918 E. Sunbelt Dr. (78218)	O'Keefe Gardenbrook Apartments Phone -- 674-7847 8734 Gardenbrook (78245)
OP Schnabel Apartments Phone -- 226-8561 919 S. Main Avenue (78204)	Our Lady of Angels Catholic Church Phone -- 923-6270 1212 Stonewall (78211)
Our Lady of Guadalupe Catholic Church Phone -- 223-5738 1321 El Paso (78207)	Our Lady of Sorrows Catholic Church Phone -- 733-1247 3107 N. St. Mary's St. (78212)
Oxford Methodist Church Phone -- 696-0192 9655 Huebner Rd. (78240)	Palacio del Sol Apartments Phone -- 224-0442 400 N. Frio (78207)
Parkview Apartments Phone -- 477-6416 114 Hickman St. (78212)	Pecan Hill Apartments Phone -- 477-6417 1600 W. Lawndale Dr. (78209)
Pin Oak Apartments Phone -- 477-6421 7190 Oaklawn (78229)	Presa Senior Center Phone -- 532-5295 3721 S. Presa St. (78210)
Primrose at Mission Hills Phone -- 534-5380 6630 S. New Braunfels (78223)	Primrose at Monticello Park Phone -- 733-8300 2803 Fredericksburg Rd. (78201)
Rolling Oaks Baptist Church Phone -- 590-4177 6401 Wenzel @ Toepperwein (78233)	Roseville Apartments Phone -- 337-6925 4139 E. Houston St. (78220)
Sacred Heart Catholic Church Phone -- 226-3536 2123 W. Commerce St. (78207)	Salvation Army -- Homeless Phone -- 226-2291 226 Nolan (78202)
Salvation Army -- Hope Center Phone -- 352-2000 or 352-2010 515 W. Elmira St. (78212)	Salvation Army (Peacock Center) Phone -- 733-0665 2810 W. Ashby (78201)
San Juan De Los Lagos Catholic Church Phone -- 434-6361 or 433-9722 3231 El Paso St. (78207)	Shepherd King Lutheran Church Phone -- 344-5881 303 W. Ramsey (78216)
Sinkin William R Apartments Phone -- 477-6628 1518 Amanda (78210)	Somerset Senior Center Phone -- 1-830-429-3442 or 701-3143 19375 "K" St. (P. O. Box 752), Somerset, TX (78069)
South San Senior Center Phone -- 924-4691 503 Lovett (78211)	St. Alphonsus Catholic Church Phone -- 432-8311 1200 S. Rosillo (78207)
St. Andrew's United Methodist Church Phone -- 821-6800 722 Robinhood (78209)	St. Anthony Catholic Church Phone -- 635-8570 16432 Kilowatt, Elmendorf, Texas (78112)
St. Anthony de Padua Catholic Church Phone -- 824-1743 102 Lorenz (78209)	St. Bonaventure Catholic Church Phone -- 923-0899 1918 Palo Alto Rd. (78211)

St. Henry's Catholic Church Phone -- 225-6877 1619 S. Flores (78204) * <i>Temporarily Closed for remodeling</i>	Jardin de St. James Catholic Church Phone -- 532-9239 420 Nunes (78225)
St. Jude's Catholic Church Phone -- 432-8814 130 S. San Augustine Ave. (78237)	St. Margaret Mary's Catholic Church Phone -- 532-4777 1314 Fair Ave. (78223)
St. Mary Magdalen Catholic Church Phone -- 735-2897 1710 Clower (78201)	St. Mark the Evangelist Catholic Church Phone -- 494-1606 1602 Thousand Oaks Drive (78232)
St. Matthews Catholic Church Phone -- 478-5017 10703 Wurzbach (78230)	St. Timothy Catholic Church Phone -- 432-4477 1515 Saltillo (78207)
St. Vincent de Paul Catholic Church Phone -- 676-1800 4222 SW Loop 410 (78227)	Sunshine Plaza Apartments Phone -- 477-6462 455 E. Sunshine (78228)
University Baptist Church Phone -- 699-1065 6465 Babcock Rd. (78249)	Victoria Plaza Apartments Phone -- 477-6495 411 Barrera (78210)
Villa Alegre Apartments Phone -- 675-6411 6902 Marbach (78227)	Villa O'Keefe Apartments Phone -- 333-3461 2106 S WW White Rd. (78222)
Villa Tranchese Apartments Phone -- 477-6325 307 Marshall St. (78212)	Virginia Gill Community Center Phone -- 675-2123 7902 Westshire (78227)
Walnut Apartments Phone -- 349-1076 3822 West Ave. (78213)	West End Park Senior Center Phone -- 737-1054 1226 N. W. 18th St. (78201)

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* SE ACEPTA DONACIÓN DE \$.50 POR COMIDA

Revised --- October 31, 2007



Funded through the Texas Department on Aging
Alamo Area Council of Governments

CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION
COMPREHENSIVE NUTRITION PROGRAM

Senior Services Division
Comprehensive Nutrition Project
2300 W. Commerce, #203 (78207)
Phone: 207-7172

<u>District 1</u>	
Blanco Apartments Estella Molina -- 477-6302 906 W. Huisache (78201)	Sacred Heart Church Ms. Ruth Espinoza -- 226-3536 2123 W. Commerce St. (78207)
Granada Apartments Ms. Gina Hussey -- 225-2645 311 S. St. Mary's (78205)	Salvation Army -- Hope Center Ms. Lillie Bathazar -- 352-2000 or 352-2010 515 W. Elmira St. (78212)
Immaculate Heart of Mary Church Ms. Olga Gonzales -- 226-8268 617 S. Santa Rosa (78204)	St. Henry's Temporarily closed for construction
Kenwood Community Center Ms. Betty Eckert -- 732-0361 305 Dora St. (78212)	St. Mary Magdalen Church Mary Escobedo -- 735-2897 or 735-3700 1710 Clower (78201)
Madonna Apartments Beverly Rendon -- 477-6375 7710 Madonna (78216)	Victoria Plaza Apartments Sandra Gonzalez -- 477-6495 411 Barrera (78210)
OP Schnabel Apartments Mr. Benjamin Dominguez -- 224-1753 919 S. Main Avenue (78204)	Villa Tranchese Apartments -- 477-6325 307 Marshall St. (78212)
Our Lady of Sorrows Church Ms. Maria Cardenas-- 733-1247 3107 N. St. Mary's St. (78212)	Walnut Apartments Mary Escobedo -- 349-1076 3822 West Ave. (78213)
Parkview Apartments Gloria Barnett -- 477-6416 114 Hickman St. (78212)	West End Park Senior Center Esther Hernandez -- 737-1054 1226 N. W. 18th St. (78201)
<u>District 2</u>	
Bethany United Methodist Church Jeannie Whitehurst -- 655-5473 4102 Eisenhower (78218)	Roseville Apartments Ella Edwards-- 337-6925 4139 E. Houston St. (78220)
Claude W. Black Center Benjamin Dominguez -- 226-8561 2805 E. Commerce (78203)	Salvation Army -- Homeless Mr. Bobby McFarland -- 226-2291 226 Nolan (78202)
Comanche Park #2 (Aldersgate) Ms. Candie Hill -- 333-0414 2600 Rigsby (78222)	Sinkin William R Apartments Ofelia Martinez -- 477-6628 1518 Amanda St. (78210)
Ella Austin Community Center Ms. Barbara Williams -- 224-2351 1023 N. Pine (78202)	Villa O'Keefe Apartments Ms. Amber Hill -- 333-3461 2106 S WW White Rd. (78222)
Mt. Zion Sheltering Arms Mary Lou Katzenberger -- 225-7111 3238 Martin Luther King (78220)	

<i>District 3</i>	<i>District 3</i>
Fair Avenue Apartments Janie Castillo -- 477-6337 1215 Fair Ave. (78223)	St. Margaret Mary's Church Ms. Mary Vela -- 532-4777 1314 Fair Ave. (78223)
Good Shepherd Lutheran Church Lana Dudley --333-0460 1630 Golind Rd. (78223)	
	<i>District 4</i>
Harlandale Senior Center Ms. Eva Borrego -- 924-4771 115 W. Southercross (78221)	Our Lady of Angels Catholic Church Ms. Pauline Luna -- 923-6270 1212 Stonewall (78211)
Hope of Glory Ms. Elida Hernandez -- 928-1818 339 W. Hutchins (78221)	South San Senior Center Ms. Consuelo Castillo -- 924-4691 503 Lovett (78211)
Matt Garcia Apartments Beverly Stacey -- 477-6381 6114 Pecan Valley Dr. (78223)	St. Bonaventure Catholic Church Linda Hurst -- 923-0899 1918 Palo Alto Rd. (78211)
Mission San Jose Ms. Bettie Williams -- 923-8681 701 E. Pyron (78214)	St. Vincent de Paul Ms. Linda Woodring -- 670-1800 4222 SW Loop 410 (78227)
Presa Senior Center Ms. Mary Alice Lopez -- 532-5295 3721 S. Presa St. (78210)	Virginia Gill Community Center Loudeyne Johnson -- 675-2123 7902 Westshire (78227)
Primrose at Mission Hills Ms. Margie Rosales -- 534-5380 6630 S. New Braunfels (78223)	*Centro Del Barrio Ms. Consuelo Castillo -- 927-9546 123 Ascot (78224) <i>*Exclusively for the frail elderly</i>
<i>District 5</i>	<i>District 6</i>
Christ the King Church Ms. Maria Elena Cardenas -- 434-3027 2610 Perez St. (78207)	Bethel Senior Center Ms. Ruby Johnson -- 433-3599 227 S. Acme Rd (78237)
George Cisneros Apartments Judy Barrientes -- 477-6323 3003 Weir Ave. (78226)	Jewett Circle Apartments Diana Lamon -- 477-6357 425 SW 34th St. (78237)
Good Samaritan Center Mr. Jesse Borrego -- 434-5531, ext. 330 1600 Saltillo St. (78207)	O'Keefe Gardenbrook Apartments Angie Gonzalez -- 674-7847 8734 Gardenbrook (78245)
Our Lady of Guadalupe Catholic Church Mrs. Estanislada Mendez -- 223-5738 1321 El Paso (78207)	St. Jude's Catholic Church Ms. Gloria Luna -- 432-8814 130 S. San Augustine Ave. (78237)
Palacio del Sol Jorge Salinas -- 224-0442 400 N. Frio (78207)	Villa Alegre Apartments Lupe Lozano -- 675-6411 6902 Marbach (78227)
San Juan De Los Lagos Church Ms. Lupita Olivares -- 434-6361 or 433-9722 3231 El Paso St. (78207)	
St. Alphonsus Church Mr. Gilbert Saucedo -- 432-8311 1200 S. Rosillo (78207)	
Jardin de St. James Ms. Gloria Zamorz -- 532-9239 420 Nunes (78225)	
St. Timothy Catholic Church Ms. Candelaria Balderas -- 432-4477 1515 Saltillo (78207)	

<u>District 7</u>	<u>District 7</u>
Disciples Ministries Center Ms. Anita Branstetter - 822-4345 1744 W. Gramerey Pl. (78201)	Salvation Army (Peacock Center) Ms. Alejandra Mendosa -- 733-0665 2810 W. Ashby (78201)
Holy Family Catholic Church Ms. Liz Jimenez -- 433-4265 152 Florencia (78228)	Sunshine Plaza Apartments Tom Sleeper -- 477-6462 455 E. Sunshine (78228)
	<u>District 8</u>
Legacy @ Science Park Apartments Ms. Teresa Flores -- 431-7400 5803 Ingram Rd. (78228)	Bob Ross Senior Multi-Service Health & Resource Center Ms. Catherine Rouse -- 207-8182 2219 Babcock (78229)
Nueces Bend Apartments Amelia Velasquez -- 522-0440 3503 Camino Real (78238)	Oxford Methodist Church Pastor James Galloway-Edgar -- 696-0192 9655 Huebner Rd. (78240)
Pin Oak Ms. Stella Martinez -- 477-6421 7190 Oaklawn (78229)	St. Matthews Catholic Church Ms. Georgia Wall -- 691-8947 10703 Wurzbach (78230)
Primrose at Monticelio Park Sylvia Guerra -- 733-8300 2803 Fredericksburg Rd. (78201)	University Baptist Church Rob Adair -- 699-1065 6465 Babcock Rd. (78249)
<u>District 9</u>	<u>District 10</u>
Pecan Hill Apartments Ms. Olivia Chavez -- 477-6417 1600 W. Lawndale Dr. (78209)	The Legacy @ O'Connor Apartments Sandy Couch -- 946-3900 13842 O'Connor Rd. (78233)
Shepherd King Lutheran Church Ms. Shirley Schultz -- 344-5881 303 W. Ramsey (78216)	MacArthur Park Lutheran Church Judy Bell -- 824-7135 2903 Nacogdoches Rd. (78217)
St. Anthony de Padua Ms. Yvonne Barloco -- 824-1743 102 Lorenz (78209)	Newell Retirement Apartments Dorothy Thompson -- 824-6001 6918 E. Sunbelt Dr. (78218)
St. Mark the Evangelist Catholic Church Mr John Gokelman -- 494-1606 1602 Thousand Oaks Drive (78232)	Rolling Oaks Baptist Church Mr. Arnie Glascock -- 590-4177 6401 Wenzel @ Toepperwein (78233)
	St. Andrew's United Methodist Church Ms. Gloria Boyd -- 821-6800 722 Robinhood (78209)
<u>County</u>	
Crestview Baptist Church Ms. Mary Fracker -- 655-7451 8101 Eaglecrest Blvd. (78239)	Somerset Senior Center Ms. Janie Alvizo -- 1-830-429-3442 or 701-3143 P. O. Box 752 Somerset, TX (78069)
El Carmen Senior Center Ms. Irma Garcia -- 626-2485 18555 Leal Rd. (78221)	St. Anthony Catholic Church Ms. Pam Levrie -- 635-8570 16432 Kilowatt Elmendorf, Texas (78112)
Meadowood Acres Ms. Linda Woodring -- 677-0954 12703 Cinco de Mayo (78252)	

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* SE ACEPTA DONACIÓN DE \$.50 POR COMIDA

<i>Laura Cisneros</i> Social Services Manager Phone: 207-7485 Pager: 759-3970	<i>Linda Rogier</i> Community Services Supervisor Phone: 207-7241 Cell: 232-7875	<i>Diana Alcocer</i> Community Services Supervisor Phone: 207-7173 Cell: 259-1658
	<i>Vickie Strait</i> Community Services Supervisor Phone: 207-7165 Cell: 259-1670	<i>Robert Gomez</i> Community Services Supervisor Phone: 207-7164 Cell: 232-7022

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: SAFETY POLICY

POLICY: COSA will provide a facility that is safe and provides a healthy and secure site for meal participants.

PROCEDURE:

Center Manager will be responsible for posting evacuation routes out of the building. This map must be posted in all common areas as well as in all rooms used by employees and center guests.

In the event that individuals with disabilities are in the Center, Center Manager should assign volunteers to assist these individuals in evacuating the building. These volunteers should be educated in correct procedures in assisting individuals with a variety of disabilities who may use wheelchairs, walkers, canes, crutches, hearing impaired and/or a guide dog. For instance, if there is a sightless or hearing impaired participant he/she should be walked through building and introduced to the volunteer who will assist them, in case of an emergency. When an individual attends the Center that is blind or has loss of hearing, Center Managers must educate this individual with Center's evacuation plan and procedures.

Each volunteer should have a working knowledge of the Center evacuation plan and be able to physically handle their assignment.

Quarterly drills should be incorporated into Center functions. Each drill should be documented and evaluated for performance. On-going education to the evacuation procedure must be given.

Evacuation should be to the safest area available for all Center occupants. An on-going review of these areas used as safe areas must be made by Center Manager and/or their staff designee. Any area designated as a safe area to evacuate to must be maintained for this purpose.

Center Managers will be responsible for:

1. Clear paths of travel, through Center building and maintaining these paths as clear as possible.
2. Maintaining current list of evacuation volunteers and document training each has received.
3. Quarterly hold document and evaluate drills held at Centers.
4. Report to CNP Elderly Services Supervisor:
 - a. Volunteer List
 - b. Volunteer Training
 - c. Drill Documentation
5. Immediately after evacuation of Center, Center Manager or designated staff will physically check each room to ensure that all individuals have safely evacuated.

Volunteer Evacuation Assistant must:

1. Attend all training sessions.
2. Provide safe assistance for the individual they are assigned.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Smoke-free Environment

POLICY: COSA shall provide a smoke-free environment. 40(TAC 84.1), COSA AD 4.65 – Smoke Free Workplace .

PROCEDURE:

1. Smoking is not allowed in any facility owned or operated by COSA.
2. Smoking is not allowed in any vehicle owned or operated by COSA.
3. No smoking signs will be prominently posted throughout all facilities and vehicles owned and operated by COSA.
4. COSA will provide a designated smoking area at an outside location.

the supervisor. The employee's supervisor is responsible for ensuring the records are properly classified, stored and that working and convenience copies are disposed of in the prescribed manner.

- I. City Department Directors are responsible for any disciplinary actions taken against employees who violate this Administrative Directive. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this Administrative Directive.
- J. City departments are responsible for the implementation, training and enforcement regarding the security classification of records as defined by the Texas State Attorney General's Office.
- K. The originating City department is responsible for classifying and entering E-Agenda items including supporting documentation into the City's document management system based on the *Local Government Records Retention Schedules*.
- L. ITSD is responsible for providing the technology implementation necessary to support this Administrative Directive regarding electronic records.
- M. City departments are responsible for the identification and protection of their department's essential records.

VI. PROCEDURES:

A. General Guidelines:

- 1. City departments may introduce internal policies which are more restrictive while still supporting the tenets of this Administrative Directive.
- 2. All municipal records are the property of the City. There should be no personal or property right expectations to such records. The unauthorized destruction, removal or use of such records is prohibited. Employees should be aware that the records they create and receive, remain the property of the City.
- 3. Based on the Texas Public Information Act, (Texas Government Code, Chapter 552) all municipal records are open records unless they are specifically protected by laws from disclosure and only then to the extent of that legal protection.
- 4. Authorized individuals within the City may monitor City-administered technology or equipment at any time in accordance with the Acceptable Use of Electronic Communications Administrative Directive.

B. Retention Guidelines:

1. All paper, microfilm and electronic records are considered City records.
2. All paper, microfilm and electronic records must be retained and disposed of according to the City's record retention requirements.
3. It is the content and function of a paper, microfilm and electronic record that determines the record series and retention period for that record.
4. The City's approved Declaration of Compliance with the *Local Government Record Retention Schedules* provides access to the record series and the retention period for each record series.

See APPENDIX 1 for examples of record series titles that are common to all City departments. Please see the *Local Government Records Retention Schedules* for a complete listing of records series along with what is required to be maintained within those record series and any retention exceptions.

C. Maintenance Guidelines:

1. Texas Administrative Code, Chapter 7, Section 7.26 requires original microfilm must be stored in a separate building from duplicate copies or the original records. Storage and inspections of microfilm must be in accordance with ANSI and AIIM standards.
2. Texas Administrative Code, Chapter 7, Section 7.77 (a) requires software, hardware, and/or documentation including maintenance documentation, required to retrieve and read the electronic records must be retained as long as the approved retention period for the electronic records.

D. Disposition Guidelines:

Unless otherwise denoted the following standards will apply to the disposition of paper, microfilm and electronic records:

1. The City shall establish procedures, the form and manner to be determined by the Records Management Officer, that address the disposition of paper, microfilm and electronic records which will be followed in accordance with the approved state retention.
 - a. Records that have met the required legal retention and are targeted for destruction are reviewed by the Department Director, a representative of the Records Management Officer and a representative of the City Attorney's Office before destruction takes place.

- b. City departments coordinate destruction with the Municipal Records Facility. The method of destruction must ensure protection for any confidential information. See Sections VL D. 3.c. 4.b. 5.b. below for reference to the destruction of records in the *Local Government Records Act*, *Microfilming Standards and Procedures*, and *Electronic Records Standards and Procedures*.
 - c. The destruction of convenience copies is carried out in a different manner than for local government records. Once a record is identified as a convenience copy, the department may destroy the copy without requesting approval by the Department Director, Records Management Officer and City Attorney. Caution should be used when making this determination. The method of destruction must ensure protection for any confidential information.
2. The process for the legal disposition of the City's paper, microfilm and electronic records is subject to the same documentation requirements as any other record series with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.
3. Sections 202.001-202.003 of the *Local Government Records Act* relating to the destruction of records states that:
 - a. A record may be destroyed if the record is listed on an approved records control schedule or a destruction request is approved by the Texas State Library and Archives Commission and the retention has expired. An exception to the process is an expunction order.
 - b. Regardless of any other provisions, a record, the subject matter of which is known to be in litigation or subject to an open records request may not be destroyed until the litigation is settled or the request resolved.
 - c. A record may be destroyed by burning, shredding, pulping or burial in a landfill or by sale or donation for recycling purpose unless public access is restricted in which case it may be destroyed only by burning, pulping or shredding.
4. Section 7.33 of the *Microfilming Standards and Procedures* relating to the destruction of microfilm records states that:

- a. Microfilm records must be destroyed only in accordance with Local Government Code, Chapter 202, Sections 202.001-202.003.
 - b. Microfilmed records scheduled for destruction must be disposed of in a manner that ensures protection for any confidential information.
 - c. Destruction of records on a roll of microfilm containing multiple record series must be done by destroying the whole roll of film at the time the records on the film that have the longest retention period are eligible for destruction or, if filmed prior to the effective date of these standards, by deleting the section of the film containing records eligible for destruction and splicing the film. If the film is spliced a destruction notice containing specific information must be inserted in place of the deleted records.
5. Section 7.78 of the *Electronic Records Standards and Procedures* relating to the destruction of electronic records states that:
- a. Electronic records may be destroyed only in accordance with the Local Government Code, Chapter 202, Section 202.001.
 - b. Each local government must ensure that:
 - 1. Electronic records scheduled for destruction are disposed of in a manner that ensure protection of any confidential information, and
 - 2. Magnetic storage media previously used for electronic record containing confidential information are not reused if the previously recorded confidential information can be compromised by reuse in anyway.
 - c. Before systems or media are reused they should be erased according to the City's Data Cleaning Policy to ensure no residual data is maintained.

E. Special Consideration and Rules for Electronic Records:

- 1. Electronic Mail (E-mail)
 - a. All electronic mail messages are considered City records and the City reserves the right to access employee electronic mail messages.
 - b. All electronic mail messages must be retained and disposed of according to the City's retention requirements. It is the content and function of an electronic mail message that determines the retention period for that message. Electronic mail messages generally fall into the following categories. These are:

GR1000-26 (b) and (c) Correspondence and Internal Memoranda:

(1.) Administrative - Correspondence and internal memoranda pertaining to or arising from routine administration or operation of the policies programs, services and projects of a local government. RETENTION: 2 years.

(2.) Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices and similar routine matters. RETENTION: AV (Administratively Valuable).

c. The process of the legal disposition of government records (including electronic mail) is subject to the same documentation requirements as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.

d. See Administrative Directive 7.4, Acceptable Use of Electronic Communications.

e. Electronic mail users are responsible for managing their electronic messages in accordance with requirements established in this Administrative Directive.

f. The City's electronic mail system is not a records management system. Electronic messages that the user determines, based on the *Local Government Records Retention Schedules*, are subject to retention for more than 30 days should be moved from the user's "Inbox" and/or "Sent Items" folders within 30 days of its receipt or creation. Electronic messages to be retained may be printed and filed, placed in folders and saved on a network drive, or transferred to an automated records management software application.

g. Any electronic message in a user's "Inbox" and/or "Sent Items" folders that exceeds 30 days in age shall be automatically deleted. ITSD shall not retrieve electronic messages deleted by the automatic deletion system. Electronic mail users are subject to legal consequences for the failure to preserve electronic messages subject to retention requirements.

h. The responsibilities for maintaining electronic mail messages are referenced in Section V. F. of this Administrative Directive.

2. Instant Messaging (IM)

a. All instant messages are considered City records and the City reserves the right

to access employee instant messages.

- b. All instant messages must be retained and disposed of according to the City's retention requirements. It is the content and function of an instant message that determines the retention period for that message.
- c. The process of the legal disposition of government records (including instant messages) is subject to the same documentation requirements as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.

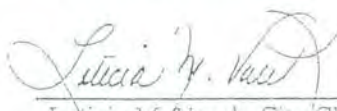
3. Voice Mail

- a. All voice mail messages are considered City records and the City reserves the right to access employee voice mail messages.
- b. All voice mail messages must be retained and disposed of according to the City's retention requirements. It is the content and function of a voice mail message that determines the retention period for that message.
- c. The process of the legal disposition of government records (including voice mail) is subject to the same documentation requirement as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26 (c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, personal messages. Caution should be used in assigning this record series to make certain records are not part of another record series.
 - 1. Some voice mail messages may be deleted after the information is transcribed onto a telephone log.
 - 2. Some voice mail messages may need to be retained in their original form for the purpose of evidence in legal proceedings such as bomb threats, reports of illegal activities, customer complaints or verbal authority to take certain action.

VII. DISCIPLINE:

- A. Failure to comply with this Administrative Directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident.
- B. Employees who fail to follow this Administrative Directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this Administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.
- D. Destruction of local government records contrary to the provision of the Local Government Records Act is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Open Records Act (Government Code, Chapter 552).

This Administrative Directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Office of the City Clerk/Records Facility at 207-6386.



Leticia M. Vacek, City Clerk

8-23-06
Date

Approved by:


Sheryl Sculley, City Manager

8-25-06
Date

Listed below are a few examples of record series titles that are common to all City departments. Please see the *Local Government Records Retention Schedules* for a complete listing of the records series along with what is required to be maintained within those record series and any retention exceptions.

Convenience copies may be destroyed previous to retention set for the official record. Destruction procedures for convenience copies are different than those for the official record. The protection of any confidential information must be ensured.

ABBREVIATIONS:

AV = Administratively Valuable

FE = Fiscal Year End

GR1000-01 Agenda: 2 years.

GR1000-03 Written Minutes: PERMANENT.

GR1000-24 Complaints: Resolution or dismissal of complaint + 2 years.

GR1000-25 Contracts, Leases, and Agreements: 4 years after the expiration or termination of the instrument according to its terms.

GR1000-26 Correspondence and Internal Memoranda.
Policy and program development: 5 years.
Administrative: 2 years.
Routine: AV.

GR1000-38 Policy and Procedures Documentation: Until Superseded + 5 years.

GR1000-41 Reports and Studies (Non-Fiscal).
Annual reports: PERMANENT.
Special reports or studies by request of the governing body: PERMANENT.
Special reports or studies prepared by request of the chief administrative officer: 5 years.
Monthly, bimonthly, quarterly, or semi-annual reports: 3 years.
Activity reports: 1 year.

GR1025-04 Budgets and Budget Documentation.
Annual budgets: PERMANENT.

Special budgets: PERMANENT.
Working papers: 2 years.
Encumbrance and expenditure reports: 2 years.
Change documentation: 2 years.

GR1025-07 Financial Reports.

Monthly, bimonthly, quarterly, and semiannual reports: FE + 3 years.
Annual reports: PERMANENT.
Long range planning reports: PERMANENT.
Capital improvement reports: PERMANENT.

GR1075-01 Bids and Bid Documentation.

Successful bids and requests for proposals: FE + 3 years.
Unsuccessful bids: 2 years.

GR1075-03 Purchase Orders: FE + 3.

GR 1075-16 Construction Project Files: PERMANENT.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Capital Equipment

POLICY: COSA will maintain a record to track all capital equipment purchased with Title III funds for the Nutrition Program facility.

PROCEDURE:

1. Inventory Records will be maintained on all capital assets:
 - a. Description of the Property
 - b. Location of the Property
 - c. Title (if any) of the Property
 - d. Acquisition Cost of the Property
 - e. Disposition of the Property
 - f. Serial Number/Model Number of the Property
 - g. Source of Property
 - h. Percentage of Federal/State Funds
2. COSA will provide Bexar AAA notification of property disposition
 - a. When property is taken out of service
 - b. Lost or Stolen
 - c. BAAA forms must be completed within 10 days to report disposition of property.
3. Vehicle records will be maintained on buses and vans transporting senior clients.
4. COSA will be responsible for regular maintenance of assets to ensure all equipment is working in a safe and good condition.
5. A log shall be maintained to record a history of any equipment failures or problems.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Conflict of Interest

POLICY: COSA will adhere to TAC 40, 83.1 (4) Conflict of Interest and COSA AD 4.44 Nepotism.

PROCEDURE:

1. COSA, its employees, volunteers working with the CNP, its advisory board/committee members and its governing boards shall seek to avoid conflicts-of-interest, in fact a perception and provide proper notification when potential conflicts-of-interest do occur.
2. Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personal Department in the event a member of her/his family is referred to a position under her/his supervision.

EFFECTIVE DATE: JUNE 9, 1980

REVISION DATES: _____

SUBJECT: NEPOTISM1. Purpose:

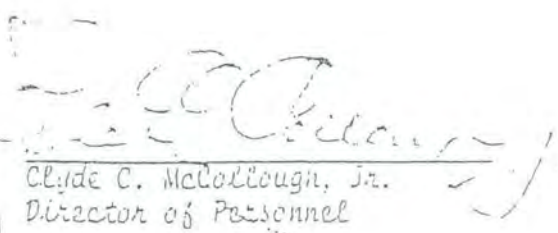
- The purpose of this directive is to explain the policy of the City of San Antonio regarding nepotism.


2. Responsibility:

- It shall be the responsibility of the department head to insure that the provisions of this directive are adhered to.
- This directive applies to all departments.
- Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personnel Department in the event a member of her/his family is referred to a position under her/his supervision.

3. Policy:

- The City policy covering nepotism is specified in Section 1 (c), Rule VIII, of the Municipal Civil Service Rules of the City of San Antonio. The rule reads, "No person shall, after the adoption of these rules, be employed in or transferred to any division of the City of San Antonio, if a kinsman by blood or marriage of such person is then employed in a supervisory position in said division."
- Relatives may be co-workers in the same division, in non-supervisory positions.
- Department heads will insure, through their supervisory personnel, that careful review of applicants is done to assure compliance with the provisions of this directive.


Clyde C. McCollough, Jr.
Director of Personnel


Thomas E. Huebner
City Manager

DATED: 6/9/80

EFFECTIVE DATE: March 23, 1981

REVISION DATES: _____

SUBJECT: MUNICIPAL CIVIL SERVICE RULE VIII, SECTION 1(c)1. Purpose:

- The purpose of this directive is to explain the policy of the City of San Antonio set forth in Municipal Civil Service Rule VIII, Section 1(c).

2. Responsibility:

- The Personnel Department shall insure that application forms contain inquiries that require disclosure of information required to comply with this directive. Such information shall also be required in the case of employee transfers.
- This directive applies to all departments.
- Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personnel Department in the event a member of her/his family is referred to a position under her/his supervision.

3. Policy:

- Section 1(c) of Civil Service Rule VIII provides that "No person shall, after the adoption of these rules, be employed in or transferred to any division of the City of San Antonio, if a kinsman by blood or marriage of such person is then employed in a supervisory position in said division." For purposes of this administrative directive, a kinsman by blood or marriage includes the following persons:

spouse	parents
children	brothers or sisters

In-laws standing in the same relationship are included.

- Relatives may be co-workers in the same division, in non-supervisory positions.

- Department heads will insure, through their supervisory personnel, that careful review of applicants is done to assure compliance with the provisions of this directive.

Leroy S. Harvey
Leroy S. Harvey
Director of Personnel

Thomas E. Huebner
Thomas E. Huebner
City Manager

DATED: 3-23-81

CITY OF SAN ANTONIO (COSA) &
COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK
APPENDIX

CITY OF SAN ANTONIO (COSA) &
COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

Monthly Service Roster

Provider: City of San Antonio

Services: Congregate Meals/Homebound Meals

PLEASE DATE YOUR ROSTER
FROM

Site: _____

SIGNATURES

Client	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
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TOTALS

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Compliance

POLICY: COSA will comply all federal, state, and local requirements for nutrition service providers and congregate meal sites.

PROCEDURES:

3. Require all meal participants to complete a Nutritional Risk Assessment annually.
4. Offer meals five days a week, unless a waiver from Bexar AAA and DADS is obtained. Waiver will include:
 - a. Affected area
 - b. Which days meals will be provided
 - c. Condition(s) that makes the request necessary
5. Provide monthly nutrition education. Have a written annual plan for nutrition education which identifies subject matter, presenter, materials used, and source of information presented.
6. Comply with the Older Americans Act, §311, concerning surplus commodities and United States Department of Agriculture Food Distribution Regulations, 7 Code of Federal Regulations, Part 350; must ensure that only eligible meals served by Older Americans Act funded projects are reported for reimbursement; and must ensure that cash will only be used to purchase food grown in the United States.
7. Recover the full meal cost of meals served to ineligible clients. Payment must be receipted separately from contributions and handled the same as program income. The full meal cost shall be posted in a prominent location and easily visible to guests.
8. Ensure all food preparation, handling, and service activities shall comply with Texas Department of Health Division of Food and Drug, "Rules on Food Service Sanitation." The contractor must provide a copy of all required inspection results to the area agency on aging within five calendar days of receipt of the results.
9. Offer meals that comply with Dietary Guidelines for Americans and recommended dietary allowances. Meals must meet, at a minimum, 1/3 of the recommended daily allowance for adults.
10. Ensure each meal included on the menu and a list of allowable substitutions be approved by a dietician consultant as meeting 1/3 of the recommended dietary allowance (RDA) for older adults, the Dietary Guidelines for Americans, and provide for variety in flavor, consistency, texture, and temperature. The approval must occur and be documented prior to the date the meal is served. The dietary consultant must be a registered dietician who is:
 - a. licensed by the Texas State Board of Examiners of Dieticians; or
 - b. Has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.
11. Plan and manage food production by using standardized recipes.
12. If providing therapeutic meals, menu will be based on the participant's medical condition as documented by his/her physician.
13. Provide frozen, chilled, or shelf-stable meals only if the provider has assessed that:
 - a. Sanitary and safe conditions exist for storage, thawing and reheating by the participant
 - b. Meals can be safely handled by the participant or another available person if the participant is confused, frail, or otherwise unable to safely handle the meal.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

14. If food is transported,
 - a. Use supplies and carriers so hot foods are packaged and transported separately from cold foods.
 - b. Require meal carriers used to transport containers that may be easily damaged will be enclosed to protect food from contamination, crushing or spillage, and will be equipped with hot or cold sources to maintain safe temperatures.
 - c. Require meal packaging:
 - i. Be sealed to prevent moisture loss or spillage, and to maintain safe temperatures
 - ii. Have compartments to separate foods
 - iii. Be easy for the participant to open.
15. Ensure holding time for hot food does not exceed four hours from the time the food is cooked or reheated until it is served to the participant.
16. Wrapped straws will be provided for milk and served drinks.
17. Congregate Food shall be consumed in the Dining Room only.
18. Menus for the month will be delivered to each participant and posted in an accessible location in the Dining Room.
 - a. Standard meals are regular meal from the standard menu and served to most eligible participants that meet the state requirements.
 - b. Diabetic meals are for participants who require special consideration for sugar intakes.
19. The only foods that may be taken out of the center which were served with the noon meal are: Cakes, cookies, bread, rolls, and fresh fruit. It must be wrapped unless citrus fruit or bananas. Heated entrees, vegetables, canned fruit, milk; condiments will not be taken from the center unless packaged for homebound meal takeout by center staff or frozen for take out.
20. All dishes, plates, cups, serving items will be washed and dried in accordance with food and sanitation procedures.
21. Special Eating utensils will be available for individuals with disabilities.
22. Ensure the food service supervisor comply with the Texas Department of Health Services rules regarding the knowledge and demonstration of a food protection manager
23. Maintain documentation verifying completion of all training activities.
24. Conduct in-house monitoring to:
 - a. Document holding times, safe temperatures, and meal quality
 - b. Program compliance.
25. Obtain written approval from the Bexar AAA prior to subcontracting meal preparation.
26. Have a written emergency plan that provides for the availability of food in emergencies and disasters.
27. Promptly initiate investigation by the local health authorities of complaints involving two or more persons with symptoms of food borne illnesses within a similar timeframe, and report such complaints to the Bexar AAA.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: SUBCONTRACTED SERVICES

POLICY: Meal providers that subcontract meal preparation or delivery shall obtain written approval from Bexar Area Agency on Aging. 40 TC 84.5 (x)

PROCEDURE:

Annually, COSA will send a letter to BAAA requesting approval for subcontracting meal preparation services from COSA City Council Approved meal provider.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Safety & Temperature Checks

POLICY: The Nutrition Site Manager will monitor temperatures of food upon delivery and prior to serving the food to meal participants.

PROCEDURE:

1. Food Service staff will check temperature of food when delivered to the nutrition site by the subcontractor.
 - a. Potentially hazardous hot foods shall be kept at 135 degrees or over
 - b. Hot foods that are not hazardous shall be kept at 110 degrees or over
 - c. Potentially hazardous hot foods shall be kept at 40 degrees or under
 - d. Cold foods that are not hazardous shall be kept at 55 degrees or under
2. Food service staff will maintain a log to record the temperature checks for each day food is served to meal participants. The person who registers the food temperature shall initial the entry in the log.
3. Meal service will be postponed until the temperature meets the required standard to insure that potentially hazardous foods are kept out of the danger zone.
4. Freezers shall be maintained at a temperature of 0 degrees. Refrigerators shall be maintained at temperatures of 40 degrees or below.
5. Power outages or malfunctions of equipment shall be reported immediately to management. If food service equipment is non-functional to maintain safe food service, then the Emergency Management Plan shall be put in effect for the day's meal.
6. In case of emergency situations, the meal subcontractor shall be notified immediately to make delivery or meal adjustments.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Borne Illness Complaints

POLICY: COSA will immediately investigate possible food borne illness complaints.

PROCEDURE:

1. Report complaint in writing to the CNP Nutritionist.
2. Investigate to determine if two or more individual participants have similar complaint within a similar time frame.
3. Report complaint to local health authority within 24 hours of complaint.
4. Notify Subcontractor of Meal preparation services of complaint
5. Notify Bexar Area Agency on Aging immediately after investigation
6. Prepare written investigation and corrective action taken for BAAA and DADS within 24 hours.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Nutrition Education

POLICY: Nutrition and Health Education seminars and classes will be presented monthly.

PROCEDURE:

1. COSA will coordinate or sponsor guest speakers, classes, multi-media activities to promote good nutrition and health practices to program participants.
 - a. Staff will maintain a file of program outlines and materials that includes date, topic, source, presenter and number in attendance or whom the information was provided.
2. COSA will record program participants in nutrition education and provide a copy to BAAA monthly.
3. COSA will prepare an annual nutrition education that identifies subject matter, presenter and source of information.

Senior Services Division
San Antonio Archdiocese FY 07-08 Vendor Agreements

Catholic Church 1000046203		Catholic Church VSA - 1000046619		1000046284	
1	Christ the King	1	Immaculate Heart		
2	Holy Family	2	St. Anthony de Padua		
3	Mission San Jose	3	St. Henry's		
4	Our Lady of Angels	4	St. Marks	1	El Carmen
5	Our Lady of Guadalupe			2	St. Bonaventure
6	Our Lady of Sorrows				
7	Sacred Heart				
8	San Juan				
9	St. Alphonsus				
10	St. Anthony				
11	St. James				
12	St. Jude				
13	St. Margaret Mary				
	Fair Avenue				
	Good Shepherd				
14	St. Mary Magdalen				
	Walnut Manor				
15	St. Matthews				
16	St. Timothy				
17	St. Vincent de Paul				
	Meadowood				



CMS or Ordinance Number: CN4600007532

TSLGRS File Code:1000-25

Document Title:
CONT - CNP FY 08-Volunteer Site Agreements

Commencement Date:

9/9/2008

Expiration Date:

9/30/2008



CMS or Ordinance Number: OR00000200710181104

TSLGRS File Code: 1000-05

Document Title:
ORD - CNP FY 08-Volunteer Site Agreements

Ordinance Date:
10/18/2007

STATE OF TEXAS

Contract # 4600007532

COUNTY OF BEXAR

COMPREHENSIVE NUTRITION PROGRAM
VOLUNTEER SITE AGREEMENT
WITH
ARCHDIOCESE OF SAN ANTONIO

CITY OF SAN ANTONIO

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2007-10-18-1104, passed and approved on October 18, 2007, and the Archdiocese of San Antonio ("Volunteer"), acting by and through the Archbishop of San Antonio.

WITNESSETH:

WHEREAS, the Alamo Area Council of Governments, hereinafter referred to as "AACOG," grants funds to the City, which funds are supplemented by the City through its General Fund, for senior nutrition services to be provided through the Comprehensive Nutrition Project ("the Project"); and

WHEREAS, the City has adopted a budget for expenditure of the grant funds and General Fund dollars, and included therein is an allocation of funds for the Project; and

WHEREAS, the City's Department of Community Initiatives is designated as the representative agency of San Antonio and Bexar County for administration of the Project; and

WHEREAS, the Department of Community Initiatives, Senior Services Division, hereinafter referred to as "the Project Office," is responsible for day-to-day administration of the Project; and

WHEREAS, the City wishes to engage the Volunteer to carry out the Project at nutrition center sites (the "Centers");
NOW THEREFORE:

The parties hereto agree as follows:

I. Consideration

- 1.1 The Volunteer shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work / Project Requirements set forth in Article IV of this Agreement at nutrition center sites from Monday through Friday, between the hours of 7:00 a.m. to 2:00 pm. (the "Project Hours"). The nutrition center sites are listed in Attachment III, which is attached hereto and incorporated herein for all purposes as if copied at length, with Project operation by Volunteer's parishes on-site or off-site. The nutrition center sites are hereinafter individually referred to as "Center" and collectively referred to as "Centers." Wherever in this Agreement reference is made to a Center, Volunteer understands and agrees that such reference shall be held and construed to reference each and every Center listed on Attachment III, unless the context otherwise requires. Additionally, the use of the word "Center" shall be held to include the plural, and the use of the word "Centers" shall be held to include the singular, as the context may require.
- 1.2 Volunteer understands and agrees that the performance obligations of the Volunteer under this Agreement are imputed to each parish operating a Center listed on Attachment III with respect to its Center. Volunteer agrees to cause all employees and volunteers of Volunteer's parishes operating a Center to comply with the terms of, and obligations of Volunteer under, this Agreement. Volunteer shall provide a fully executed copy of this Agreement to each parish operating a Center for the purposes of making each parish aware of the parish's performance obligations under this Agreement.

- 1.3 City shall determine eligibility of all Project recipients and shall ensure that at least 50% of the total individuals served in the Project will be persons with incomes at or below the poverty level threshold established by the Bureau of the Census, and that at least 50% of the total persons served will be in greatest social need. Volunteer shall refer all individuals requesting services to the City's Department of Community Initiatives, Senior Services Division's Elderly Services Supervisor for eligibility determination.
- 1.4 City shall provide monitoring, technical assistance, training, planning and evaluation services of the Project to the Volunteer's Centers as required by the Texas Department on Aging and Disability Services (DADS) guidelines and the City's Department of Community Initiatives, Senior Services Division.

II. Agreement Period

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2007 and shall terminate on September 30, 2008.

III. Collection of Meal Fees and Donations for Meals

- 3.1 The Volunteer shall provide a voluntary opportunity for eligible Project recipients to contribute to the cost of Project services while protecting the individual's privacy. The Volunteer shall safeguard and account for such contributions as program income in accordance with City's Comprehensive Nutrition Program (CNP) Operations' Manual, which is attached hereto and incorporated herein as Attachment I.
- 3.2 The Volunteer shall allow the City to post a sign at the Center, which identifies the full cost of the services, the suggested eligible Project recipient contribution, and a statement that services shall not be denied because the eligible Project recipients cannot or will not contribute.
- 3.3 Volunteer shall account for and report to the City funds received by the Volunteer from eligible Project recipients, questions of eligible Project recipients, and visitors to the Center as prescribed by the CNP Operations Manual.
- 3.4 The Volunteer shall ensure that a meal fee to recover the full cost of the meal provided at the Center is collected from all persons who are not eligible for services. Meals may be provided to guests of the eligible Project recipients and others who are not eligible if the provision of this meal does not deprive an eligible Project recipient of a meal.
- 3.5 All meal fees and donations collected by the Volunteer during the grant period shall be forwarded to the City monthly on dates specified by the City's Elderly & Disabled Services Division, Department of Community Initiatives. The Volunteer shall comply with the provisions of the Department of Community Initiatives (DCI) Department Directive 35 entitled. CASH HANDLING PROCEDURES, DATED October 11, 2004 which is attached hereto and incorporated herein for all purposes as Attachment II.

IV. Scope of Work / Project Requirements

- 4.1 The Volunteer shall provide nutrition education and a hot noon meal, as prescribed in the CNP Operations Manual.
- 4.2 The Volunteer agrees to provide the projected total of Congregate Meals at each Center as specified on Attachment III for the term of this Agreement.
- 4.3 The Volunteer shall conform to health standards prescribed by the San Antonio Metropolitan Health District (SAMHD) as described in the City's CNP Operations Manual, including but not limited to the following:
 - (a) The Volunteer shall ensure that the Project meals are served within the prescribed time frames daily.
 - (b) The Project meals shall be served in accordance with sanitary requirements set forth in the Operations Manual.
 - (c) The Project meal shall be served within the prescribed temperatures as set by the Texas Department of State Health Services.

- (d) The Volunteer shall ensure that proper portion controls are established and used by the Volunteer. City shall perform periodic inspections to insure compliance by the Volunteer with health codes, menu, revenue, and portion control.
- 4.4. In accordance with City Code Chapter 13, Food and Food Handlers, Article XIII, Certification of Supervisory Personnel of Food Products Establishment and applicable state standards, as amended, Vendors shall ensure that food handlers are properly trained and certified.
- 4.5 Volunteer shall ensure that holding time for hot foods shall not exceed four (4) hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is served. Volunteer shall clearly label on each container the time when the food was taken from the equipment in which cooking or reheating is completed.
- 4.6 Volunteer shall ensure that an individual certified by the American Red Cross in Standard First Aid is at each Center while Project meals are being served.
- 4.7 Volunteer shall utilize the City's established "Meal Reservation System." Under this system, each of Volunteer's Centers shall notify the City by Friday at 2:00 PM, of the projected number of meals to be served at the respective Center the following week.
- 4.8 The Center shall be operational for the time necessary to adequately provide satisfactory service of Project meals. The number of hours, days of the week and total service days of the year shall be coordinated with the City. Changes to accommodate special cultural and religious days shall be made ten (10) operational days in advance.
- 4.9 Volunteer shall provide all necessary supervision and coordination of activities outlined in this Article IV Scope of Work/Project Requirements.
- 4.10 Volunteer shall provide in-service training to any personnel of the Volunteer who are performing duties pursuant to this Agreement.

V. Applicable Laws and Regulations

- 5.1 Volunteer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County in its performance of all of the work under this Agreement.
- 5.2 Volunteer agrees to administer the Project in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the Texas Department on Aging (TDOA), the Administration on Aging (AoA), the Secretary of Health and Human Services, and the U.S. Department of Agriculture.
- 5.3 Volunteer shall adhere to the Alamo Area Council of Governments (AACOG) policies and procedures, as they now exist or as they may subsequently be adopted, in all respects. Said policies and procedures are set forth in the City's CNP Operations Manual in Attachment I. Volunteer shall also adhere to Texas Administrative Code Title 40, Part I, Chapter 84, Rule 84.5, Nutrition Service Requirements. Said requirements are also set forth in the City's CNP Operations Manual.
- 5.4 Volunteer agrees not to use in any capacity including as a volunteer any person that the Volunteer receives notice from the City is ineligible to participate as an employee, volunteer or in any other capacity in connection with the delivery of services under this Agreement.
- 5.5 Volunteer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

VI. Reporting Requirements

- 6.1 The Department of Community Initiatives is assigned monitoring, fiscal control, and evaluation of certain projects, including the Project covered by this Agreement. Therefore, at such times and in such form as may be required by the Department of Community Initiatives, the Volunteer shall furnish to the Department of Community Initiatives and AACOG, the Grantor of the grant funds, if applicable, such statements, records, data, and information relating to the Project and permit the City and the Grantor of the grant funds, if

applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Failure to comply with these requirements shall constitute a breach of this Agreement, and may result in the termination of this Agreement.

- 6.2 Volunteer shall submit to the Department of Community Initiatives such reports as may be required by AACOG and/or City.
- 6.3 AACOG may monitor and evaluate the entire Project for compliance with state and federal guidelines and render technical assistance and Volunteer agrees to submit to such monitoring and evaluation.
- 6.4 Volunteer shall give the City, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and right to examine all facilities, equipment, operations, records, books, papers, agreements, or other documents related to this Agreement. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this Agreement term.

VII. Termination

- 7.1 Termination for Convenience - This Agreement may be terminated in whole or in part by either party with thirty (30) days notice to the other party.
- 7.2 Termination for Cause - Should the Volunteer fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if Volunteer should violate any of the covenants, conditions or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Volunteer of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- 7.3 Notwithstanding the provisions of Section 7.2 of this Agreement, in the event that monitoring/evaluation activities by the City, AACOG Bexar Area Agency on Aging or its agents, disclose serious deficiencies in the operation of the Center by Volunteer, the City may elect to terminate this Agreement upon ten (10) days written notice from the City to the Volunteer.

VIII. Insurance

- 8.1 Volunteer agrees to comply with the following insurance provisions:
 - (a) Prior to the commencement of any work under this Agreement, Volunteer shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Community Initiatives Department, which shall be clearly labeled "Comprehensive Nutrition Project" 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 be mailed, 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 Agreement until such certificate and endorsements have been received and approved by the City's Community Initiatives Department. No officer or employee, 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 Agreement 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 Agreement. In no instance will City allow modification whereupon City may incur increased risk.
 - (c) A Volunteer's financial integrity is of interest to the City; therefore, subject to Volunteer's right to maintain reasonable deductibles in such amounts as are approved by the City,

Volunteer shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Volunteer'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:

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

It is expressly understood and agreed that the Volunteer shall not be required to use 15-passenger vans as a part of this Agreement, nor shall it be required to insure the same.

- (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). Volunteer 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. Volunteer shall pay any costs incurred resulting from said changes.

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

- (e) Volunteer 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; and
 - 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, Volunteer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Volunteer'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 Agreement.
- (g) Nothing herein contained shall be construed as limiting in any way the extent to which Volunteer may be held responsible for payments of damages to persons or property resulting from Volunteer's or its subcontractors' performance of the work covered under this Agreement.
- (h) It is agreed that Volunteer'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 Agreement.
- (i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. Indemnity

9.1 VOLUNTEER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

VOLUNTEER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, directly or indirectly arising out of, resulting from or related to VOLUNTEER's activities under this AGREEMENT, including any acts or omissions of VOLUNTEER, any agent, officer, director, representative, employee, consultant or subcontractor of VOLUNTEER, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. 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 VOLUNTEER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

VOLUNTEER shall promptly advise the CITY in writing of any claim or demand against the CITY or VOLUNTEER known to VOLUNTEER related to or arising out of VOLUNTEER's activities under this AGREEMENT

X. Amendments

- 10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Volunteer without the necessity of seeking approval from City Council so long as the amendment is approved as to form by the City Attorney or his designee.

XI. Subcontracting and Assignment

- 11.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the City's Director of the Department of Community Initiatives.
- 11.2 Volunteer shall not assign or transfer Volunteer's interest in this Agreement without the written consent of the Director of the Department of Community Initiatives. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.

XII. Independent Contractor

- 12.1 In performance of obligations under this Agreement, the Volunteer shall act as an independent contractor and not as an agent, representative or employee of the City of San Antonio. No employee, agent, or representative of the Volunteer shall be considered an employee of the City nor be eligible for any benefits, rights or privileges afforded to the City employees.
- 12.2 The City shall not be obligated to any third parties (including any sub-contractor/sub-volunteer of the Volunteer).

XIII. Communication

- 13.1 For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

VOLUNTEER

Archdiocese of San Antonio
2718 W. Woodlawn Avenue
San Antonio, Texas 78228-5124

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. All official communications made to Volunteer shall be copied and sent to the particular Parish operating a Center and affected by said official communications at the address for said Parish listed on Attachment III.

XIV. Venue

- 14.1 Volunteer and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XV. Gender

- 15.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVI. Authority to Contract

16.1 The signer of this Agreement for City and Volunteer each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Volunteer respectively, and to bind City and Volunteer to all of the terms, conditions, provisions and obligations herein contained.

XVII. Entire Agreement

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

17.2 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. Acceptance of Agreement

18.1 I, the undersigned, certify that I have read and understand the terms of this Agreement and that the Volunteer will abide by them. I further certify that I am authorized to sign for this Volunteer, the contracting entity.

In witness of which this Agreement has been executed effective the 16th day of August 2008

CITY OF SAN ANTONIO:

Dennis J. Campa
Dennis J. Campa, Director
Department of Community Initiatives

VOLUNTEER:

[Signature]
Jose. H. Gomez, Archbishop of San Antonio and Successors in Office, ~~By~~
~~Reverend Martin J. Leopold~~
~~Attorney in Fact~~
Archdiocese of San Antonio
(Name of Volunteer)
2718 W. Woodlawn Avenue
(Street Address)
San Antonio, TX 78228-5124
(City, State, Zip Code)

APPROVED AS TO FORM:

Sheyja Shah
Assistant City Attorney

APPROVED AS TO FORM:

Elizabeth C. Boddy
Elizabeth C. Boddy

- Attachment I - Comprehensive Nutrition Project Operational and Procedural Manual (CNP Manual)
- Attachment II - Cash Handling Procedures
- Attachment III - Nutrition Center Sites

CITY OF SAN ANTONIO
SENIOR SERVICES

COMPREHENSIVE NUTRITION PROJECT
2300 W. COMMERCE, #203
SAN ANTONIO, TEXAS 78207

ATTACHMENT I

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

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CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Targeting of Older Americans Act Services

POLICY: COSA shall provide a means of targeting those individuals in the greatest social and economic need with special emphasis on frail, low-income minorities living in isolated areas.

PROCEDURE:

1. COSA will advertise in yellow pages, websites, newspapers and other forms of media to target individuals who may meet eligibility requirements.
2. COSA will promote the Nutrition program at community health fairs, and other public events and activities.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Non-Discrimination

POLICY: COSA will not deny service to anyone because of race, color, ethnicity, gender, or disability.

PROCEDURE:

1. CNP will promote the program to individuals within the service area.
2. Services will be provided upon request to those who are sight or hearing impaired.
3. Transportation will be offered to those who are mobility impaired.
4. Communication/Interpretation will be available for those with limited English or literacy proficiencies.
5. Non-discrimination statements will be posted in the center.
6. The facilities will be accessible with ramps and doorways with for individuals with wheelchairs or walkers.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Eligibility

POLICY: COSA will ensure persons served through Title III or SGR meet eligibility requirements. 40 TAC 84.6; 84.8(e)(1)

PROCEDURE:

To be eligible for Title III, Program Income and NSIP funding:

1. **Congregate Meals must be served to:**
 - a. A person 60 years of age or older.
 - b. The spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
 - c. An individual with disabilities (regardless of age) living with and attending with a person 60 years or older, receiving a meal.
 - d. Trained volunteers (regardless of age) who help with meal service during mealtime (NSIP only).
2. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
3. **No fees to recipients shall be charged for meals provided.**
4. **Each participant must have completed:**
 - a. Current intake form
 - b. Nutritional risk assessment, Annually
 - c. Clients Rights and Responsibilities form

HOME DELIVERED MEALS

5. **Meals must be served to:**
 - a. A home bound person 60 years of age or older.
 - b. The caregiver spouse (regardless of age) of a person 60 yrs or older, who is receiving a meal.
6. **Meals must:**
 - a. Meet the nutritional requirements of 1/3 of the recommended dietary allowance.
 - b. Comply with the Dietary Guidelines for Americans and with the RDA as established by the Food and Nutrition Board of the National Research Council of the National Academy of Science.
 - c. The menus must be prior approved by a dietitian.
7. **No fees to recipients shall be charged for meals provided.**
8. **Each participant must have completed:**
 - a. Current intake form
 - b. 2060 functional assessment form w/20+ score; a small number of NSIP eligible clients may have a core that is less than 20.
 - c. Nutritional risk assessment, Annually
 - d. Clients Rights and Responsibilities form

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Intake

POLICY: All eligible clients will be required to complete registration forms provided by Bexar Agency on Aging that provides general demographic information on clients, Acknowledgement of Rights and Responsibilities, and a Nutritional Risk Assessment form.

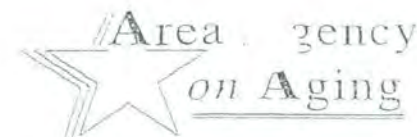
PROCEDURE:

1. Intake forms shall be available in English and Spanish.
2. The agency may request Title III reimbursement for eligible clients.
3. CNP may request all meal participants to complete the intake process for standardization of record keeping.
4. Guest participants are required to pay for meals (at the full rate) and are not required to complete the intake process.
5. Eligible clients who have completed the intake process must sign in at the reception desk each day to participate in the nutrition program to record attendance.

CHECK ONE:

Congregate ()
Homebound ()

Asterisk (*) indicates information is Required
New Intake Updated Information



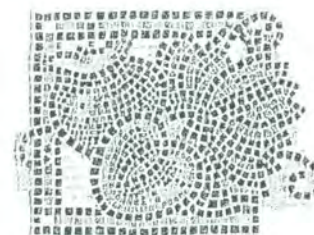
Funded through the Texas Department of Aging and Disability Services
Alamo Area Council of Governments

Council District _____

City of San Antonio

* <u>First Name</u> _____ <u>MI</u> _____ * <u>Last Name</u> _____		* <u>Intake Date</u> _____	<u>Phone</u> _____	* <u>Date of Birth</u> _____
* <u>Street Address/Apt. #</u> _____		* <u>City</u> _____	* <u>Gender</u> (check one) <input type="checkbox"/> Female <input type="checkbox"/> Male	
* <u>County</u> _____	* <u>State</u> _____	* <u>Zip Code</u> _____		
* <u>Emergency Contact Information</u>		* <u>Race</u> (check one) <input type="checkbox"/> White - Non Hispanic <input type="checkbox"/> White - Hispanic <input type="checkbox"/> Am. Indian/AK Native <input type="checkbox"/> Asian <input type="checkbox"/> Black/African American <input type="checkbox"/> Native HI/ Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> 2 or more reported <input type="checkbox"/> Not Reported		
<u>Name</u> _____	<u>Relationship to Client</u> _____			
<u>Physician's Name</u> _____	<u>Phone</u> _____	* <u>Ethnicity</u> (check one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Not Reported		
The information on this form is required by your local service provider, the Area Agency on Aging, and the TX Dept. of Aging & Disability Services. All information will be kept confidential and guarded against unofficial use. Information gathered through an intake or assessment may be shared to effectively plan, arrange and deliver services to meet individual client needs.				
_____ * Release of information has been clearly explained to the client.				
Under 60 Congregate Meals Clients (check eligibility category) <input type="checkbox"/> Spouse of eligible client over 60 yrs of age; Spouses' Name: _____ <input type="checkbox"/> Disabled and residing in a senior housing complex that is a nutrition site; Disabled, residing with and accompanying an eligible client over 60 yrs of age; Client's Name: _____ <input type="checkbox"/> Volunteers Underage <input type="checkbox"/> Visitor / Visiting From:(Center) _____		* <u># in Household</u> _____	* <u>Annual Income</u> (check one) <input type="checkbox"/> Low (Single - \$9,570; Couple - \$12,830) <input type="checkbox"/> Moderate <input type="checkbox"/> High	
		<u>Language</u> _____	<u>SSN</u> _____	<u>Receives Medicaid</u> Yes No
			Medicare A / B	<u>Receives SSI/SSDI</u> Yes No
Client's Signature: _____ Date: _____		City ESS Signature: _____ Date: _____		
Intake Completed By: _____ Date: _____				

Provider/Center: _____
 Client Name: _____
 Client ID: _____
 Date: _____



DETERMINE YOUR NUTRITIONAL HEALTH

Read the statements below. Circle the number in the yes column for those that apply to you. Add the circled numbers to get your total nutritional risk score.

	YES
I have an illness or condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than two meals a day.	3
I eat few fruits or vegetables, or milk products.	2
I have three or more drinks of beer, liquor or wine almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take three or more different prescribed or over-the-counter drugs a day.	1
Without wanting to, I have lost or gained ten pounds in the last six months.	2
I am not always physically able to shop, cook and/or feed myself.	2
TOTAL	

Nutritional Health Score

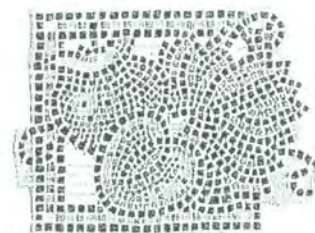
- 0 – 2 Good
- 3 – 5 Moderate Nutritional Risk
- 6 or More High Nutritional Risk

Refer to the Determine Your Nutritional Health Handout to learn more about the warning signs of poor nutritional health.



Funded through the Texas Department of Aging and Disability Services
 Alamo Area Council of Governments

Proveedor o centro: _____
 Nombre del cliente: _____
 Identificación del cliente: _____
 Fecha: _____



*Las señales de advertencia de la mala salud
 nutricional muchas veces se pasan por alto.
 Use esta lista para enterarse si corre riesgo de
 tener mala nutrición.*

DETERMINACIÓN DE SU SALUD NUTRICIONAL

Lea las frases a continuación. Si la frase es pertinente a su situación, encierre en un círculo el número en la columna "Sí". Sume los números marcados para obtener su puntaje total de riesgo nutricional.

	Sí
Tengo una enfermedad o un padecimiento que me hizo cambiar el tipo o la cantidad de comida que como.	2
Como menos de dos comidas al día.	3
Como pocas frutas o verduras, o pocos productos lácteos.	2
Tomo tres o más cervezas, cocteles o vinos casi todos los días.	2
Tengo problemas de los dientes o de la boca que me dificultan poder comer.	2
No siempre tengo suficiente dinero para comprar los alimentos que necesito.	4
Como solo la mayor parte del tiempo.	1
Tomo tres o más distintos medicamentos recetados o sin receta al día.	1
Sin querer hacerlo, he bajado o aumentado diez libras en los últimos seis meses.	2
No siempre me encuentro en condiciones físicas para ir de compras, cocinar o alimentarme.	2
TOTAL	

Puntaje de salud nutricional

- 0 - 2 Buena
- 3 - 5 Riesgo nutricional moderado
- 6 ó más Alto riesgo nutricional

Consulte la hoja informativa de Determinación de su salud nutricional para aprender sobre las señales de advertencia de la mala salud nutricional.



Area Agency on Aging of Bexar County

Client Rights & Responsibilities for Older Americans Act Programs

The Area Agency on Aging of Bexar County welcomes you as a participant in programs for older individuals and family caregivers in our region. This program is mandated by the Older Americans Act of 1965, as amended, and provides access and assistance and other supportive services. The programs and services are administered by the Area Agency on Aging with funding provided through the Texas Department of Aging and Disability Services, client contributions and local funding.

Programs and services are designed for individuals age 60 or older and/or their family members and other caregivers. Our goal is to assist older individuals in leading independent, meaningful and dignified lives in their own homes and communities as long as possible through the provision of limited support services. Information will not be released to anyone, or any agency without your informed consent, with the exception of records subpoenaed by a court of law.

Client rights and responsibilities:

1. You have the right to be treated with respect and consideration. You have the right to have your property treated with respect.
2. You may not be denied services on the basis of race, religion, color, national origin, sex, disability, marital status, or inability and/or unwillingness to contribute.
3. You have the right to make a complaint/grievance or recommend changes to policy or service, without restraint, interference, coercion, discrimination or reprisal. To make a complaint or grievance contact:

Service Provider Information	Area Agency on Aging Information
Elderly Services Supervisor	Bexar AAA, Contract Specialist
City of San Antonio, Senior Services Division	Alamo Area Council of Governments
700 S. Zarzamora, #205	8700 Tesoro Dr., Ste 700
San Antonio, Texas 78204	San Antonio, Texas 78217
(210) 207-7172 or Fax (210) 207-4388	210-362-5207 or Fax (210) 225-5937

4. You have the right to participate in the development of a care plan to address unmet needs. N/A
5. You have the right to be informed in writing of available services and the applicable charges if the services are not covered or are unavailable by Medicare, Medicaid, health insurance, or Older Americans Act funding. N/A

6. You have the right to make an independent choice of service providers from the list furnished by the Area Agency on Aging where multiple service providers are available and change service providers when desired. N/A
7. You have the right to be informed of any change in service(s). N/A
8. You have the right to make a voluntary, confidential, contribution for services received through the Area Agency on Aging. Services will not be denied if an eligible participant is unable or chooses not to make a contribution. All contributions will be kept confidential and will be utilized to expand or enhance the service(s) for which they were provided.
9. You have the responsibility to inform the Area Agency on Aging or its service provider(s) of your intent to withdraw from the program or any known periods of absenteeism when services will not be utilized. N/A
10. You have the responsibility to provide the Area Agency on Aging or its services provider(s) with complete and accurate information.

I hold harmless this Area Agency on Aging program, its parent organization, funders, and the sponsoring state agencies for any liability arising out of the services provided in accordance with program guidelines.

Client Signature

Date

DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION

STATEMENT OF CONFIDENTIALITY

I have been informed of my rights regarding confidentiality. Information given to the Senior Services Division will only be used to determine my eligibility for program services and to be used as reporting documentation to the Texas Department on Aging and to the Alamo Area Council of Government (AACOG) Area Agency on Aging (AAA).

I understand that my records will be made accessible to the aforementioned agencies' representatives for the purpose of program monitoring and employees of the Senior Services Division. Unless otherwise noted, my legal representative or I must approve the release of any information pertaining to my participation in the program.

In addition to the Statement of Confidentiality, the Meal Contribution Policy and Complaint/Grievance Procedures were also explained to me.

_____	_____
Client's Signature	*Program
_____	_____
Date	Representative
_____	_____
Date	Date

DECLARACIÓN TOCANTE
INFORMACIÓN CONFIDENCIAL

Me han informado que la información personal que he dado para mi aplicación es solamente para determinar si soy eligible para recibir servicios, y los representantes que tienen derecho de revisar esta información son del Departamento Estatal de Ancianos y la Agencia del Alamo Council of Government (AACOG).

Entiendo también que mis documentos serán accesibles solamente a las agencias mencionadas para el propósito de inspección. Si mi información es para otro uso, mi permiso o ese de mi representante legal será necesario.

Además de la Declaración Tocante Información Confidencial, también se me explicó el reglamento tocante la donación para la comida y los procedimientos para registrar una queja.

_____	_____
Firma del Participante	*Programa
_____	_____
Fecha	Representante
_____	_____
Fecha	Fecha

Client Name: _____ Date of Birth _____
 Client Address _____

Client Needs Assessment Questionnaire & Task Guide

Scoring the 2060 ADLs and IADLs
 Rate the client on this scale:

ASSISTANCE WITH ACTIVITIES	FUNCTIONAL IMPAIRMENT	SCORE
Able to conduct activities without difficulty and has no need for assistance.	None	0
Able to conduct activities with minimal difficulty and needs minimal assistance.	Minimal/Mild	1
Has extreme difficulty carrying out activities of daily living and needs extensive assistance.	Extensive/Severe	2
Completely unable to carry out any part of the activity.	Total	3



ADLs and IADLs			Additional Comments:
1. Do you have any problems taking a bath or shower?	ADL	Bathing	
2. Can you shave yourself, brush your teeth, shampoo and comb your hair?	ADL	Grooming	
2a.		Shaving, Oral Care	
2b.		Routine Hair, Skin Care	
3. Can you trim your nails?		Trim Nails	
4. Can you dress yourself?	ADL	Dressing	
5. Can you get in and out of your bed or chair?	ADL	Transfer	
6. Are you able to walk without help?	ADL	Walking	
7. Do you have problems keeping your balance?	ADL	Balance	
8. Exercise (walking only)		Exercise	
9. Do you have problems getting to the bathroom and using the toilet?	ADL	Toileting	
10. Do you have trouble cleaning yourself after using the bathroom?	ADL	Hygiene in Toileting	
11. Can you feed yourself?	ADL	Feeding, Eating	
12. Can you open jars, can, and bottles?		Open Jars, etc.	
13. Can you fix your meals? Purchases: <input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Supper <input type="checkbox"/> MOW	IADL	Meal Prep	
14. Can you take your own medicines?	IADL	Assistance with Medications	
15. Can you clean your house?	IADL	Cleaning	
16. Can you do your own laundry? Check if has: <input type="checkbox"/> Washer <input type="checkbox"/> Dryer	IADL	Laundry	
17. Escort (assisted outside of the home)		Escort	
18. Can you do your own shopping?	IADL	Shopping	
19. Can you use the telephone?	IADL	Telephone	

Number of ADLs = _____

Number of IADLs = _____

CLIENT NAME: _____

Depression/Cognitive Impairment



20. During the last month, have you been bothered by little interest or pleasure in doing things? Have you felt down, depressed, or hopeless?	<input type="checkbox"/> Yes = 1 <input type="checkbox"/> No = 0									
If the answer to Question 20 is Yes, then ask:										
In the last two weeks, have you felt this way for most of the day, nearly every day?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Scoring for this section: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Score</th> <th>Responses</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">0</td> <td>All responses NO</td> </tr> <tr> <td style="text-align:center;">1</td> <td>One YES response</td> </tr> <tr> <td style="text-align:center;">2</td> <td>Two or more YES responses</td> </tr> </tbody> </table>	Score	Responses	0	All responses NO	1	One YES response	2	Two or more YES responses
Score	Responses									
0	All responses NO									
1	One YES response									
2	Two or more YES responses									
Have you had problems sleeping?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Have you lost the ability to enjoy things that once were fun?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Do you feel you have little value as a person?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
Have you had a significant change in your appetite?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
21. During the last two weeks, how often have you had trouble concentrating or making decisions? <input type="checkbox"/> None at all = 0 <input type="checkbox"/> Frequently = 2 <input type="checkbox"/> Occasionally = 1 <input type="checkbox"/> Everyday = 3										
22. ASSESSOR: Does the client have the ability to make decisions independently? <input type="checkbox"/> Makes consistent decisions = 0 <input type="checkbox"/> Requires cues/supervision = 2 <input type="checkbox"/> Makes only simple decisions = 1 <input type="checkbox"/> Severely impaired = 3										
23. ASSESSOR: Does the client appear to have short-term memory impairment? <input type="checkbox"/> None = 0 <input type="checkbox"/> Has frequent lapses = 2 <input type="checkbox"/> Mild = 1 <input type="checkbox"/> Severely impaired = 3										
TOTAL SCORE:										

Impairment Level: LOW (Score 0 – 19) MODERATE (Score 20 –39) SEVERE (Score 40 and above)

Comments:

Assessment Completed By: _____

Date Assessment Completed: _____

City of San Antonio
 Elderly and Disabled Services Division
 Comprehensive Nutrition Project

Client's Name _____
 DOB _____
 Center _____

Home Delivered Client Reassessment Form

Enter the score in the appropriate box at the right of each question.
 None = 0 Mild = 1 Severe = 2 Total = 3

	ADL	IADL	Other	COMMENTS
1. Do you have any problems taking a bath or shower?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Can you dress yourself?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. Exercise (walking only)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Can you feed yourself? (0-3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
5. Can you shave yourself, brush your teeth, shampoo and comb your hair?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
6. Do you have any problems getting to the bathroom and using the toilet?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
7. Do you have trouble cleaning yourself after using the bathroom?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
8. Can you get in and out of your bed or chair?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
9. Are you able to walk without help?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
0. Can you clean your house?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
Can you do your own laundry? [] washer [] dryer	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Can you fix you meals?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. Escort	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Can you do your own shopping?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
5. Can you take your own medicine?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
6. Can you trim your nails?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
7. Do you have any problems keeping your balance?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
8. Can you open jars?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
9. Can you use the telephone?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
0. Do you ever feel sad and depressed? How often?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
1. In general, are you happy with your life?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
2. Do you have trouble sleeping that causes problems for you or your family? How often?	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
3. (Worker's judgment of client's overall mental clarity/cognitive functions.)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
4. Total Score (Enter the total of all impairment scores in ADLs, IADLs, & other)	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____

For the following information COUNT the number of boxes with a score of 1, 2 or 3 and enter in the appropriate box at right.

COUNT OF ADLs WITH IMPAIRMENTS (those with score of 1, 2 or 3)----- ADL IADL
 COUNT OF IADLs WITH IMPAIRMENTS (those with score of 1, 2 or 3)-----

Visual Impairment Yes _____ No _____ Specify _____

Other Medical Diagnosis _____

* * * * *

Prepares Lunch? _____ Who Prepares Supper? _____

* * * * *

Home Health Agency Name (if any) _____

Phone _____ Time/Days _____

Services Provided _____

Referral made to DHS or APS Yes _____ No _____

| * * * * *

Spouse on Program Yes _____ No _____

Number in household _____ Who? _____

| * * * * *

Client's Signature

Staff Signature

Title

Date

Reviewed & Approved by _____

Elderly Service Supervisor

_____ Date

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Confidentiality

POLICY: COSA shall maintain a confidential file on each client, and protect the contents from unauthorized personnel. 40 TAC 84.1(d)

PROCEDURE:

1. No client information will be disclosed in a form that identifies the person without the client's consent, unless required by court order or for program monitoring by authorized personnel.
2. Client files will be maintained in locked in file cabinets. The locked cabinet will be secured in a manner to protect the files from theft or unauthorized personnel.
3. Client files will contain:
 - a) Required intake form
 - b) Signed Participants Rights and Responsibilities form
 - c) Completed Nutritional Risk Assessment current within 12 months
 - d) Completed DHS Form 2060 current within 12 months (Home Delivered Only)
4. Client information stored in the computer database is limited to personnel with log-in access in accordance with COSA AD 7.4 & 7.5 . (attached)

I. PURPOSE:

This Administrative Directive provides guidance for the use of electronic communications systems, including electronic mail and internet access, operated and maintained by the City of San Antonio. This Directive supports and supplements Administrative Directive 7.5 – Acceptable Use of Information Technology. Nothing in this Directive supersedes provisions of Directive 7.5.

II. POLICY:

- A. The City of San Antonio provides e-mail services and internet access to its employees as tools to perform business-related activities. All users of the City's electronic communications systems, including its internet access facilities, are responsible for using that technology in an appropriate and lawful manner. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee and is the responsibility of the employee.
- B. The City will manage its electronic mail records in accordance with Texas Administrative Code, Chapter 7, Sections 7.71-7.79 and Local Government Code, Chapter 205, Sections 205.001-205.009 (Local Government Bulletin, B, Electronic Records Standards and Procedures.).
- Most e-mail messages are not essential to the fulfillment of statutory obligations or to the documentation of the city's functions and may be deleted. These messages may include personal messages, internal meeting notices, letters of transmittal, and general FYI announcements.
 - Messages which do fulfill statutory obligations or document the City's functions are subject to retention and disposition requirements established by the Texas Administrative Code.
- C. The City's internet connection is a shared resource that serves all its employees and provides the general public with access to its web site. Inappropriate use of internet resources reduces the usefulness of this resource to its employees and citizens.
- D. City electronic mail and internet systems are for official business use. Users may make and receive personal communications during business hours that are necessary and in the interest of the City. While some incidental use (as defined in AD 7.5) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.

III. DEFINITIONS

- A. Electronic mail record: An electronic government record sent and received in the form of a message on an electronic mail system of a government, including any attachments, transmitted with the message.
- B. Local Government Record Retention Schedules: Publications issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Government Code which establish the mandatory minimum retention period for a local government record.

- C. Records Management Officer: The person who administers the records management program established in each local government under Local Government Code, Chapter 203, Section 203.026.
- D. Retention period: The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

IV. POLICY GUIDELINES:

This directive applies to all users of the City's electronic mail and internet access systems who connect to the City's network in order to use those facilities. All electronic messaging equipment or technology that is owned or administered by the City is included within this Directive's scope.

V. RESPONSIBILITIES:

Information Technology Services Department

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of this directive is placed with ITSD and the City Clerk's Office.
- B. ITSD and Human Resources will provide City departments with initial communication and training regarding application of this directive. However, City Department Directors are ultimately responsible for communicating the policies and standards established in this AD to all personnel in their respective departments and for ensuring compliance within their respective departments with those policies and standards.
- C. ITSD is responsible for communicating the policies and standards established in this directive to all third-party users (contractors, consultants, agencies having a contractual relationship with the City) and for ensuring their compliance. Those City departments who work with the third-party users are responsible for identifying the third-party users to ITSD.
- D. ITSD will archive undeleted messages after 90 days.
- E. ITSD may terminate e-mail services to any user if he/she is found in breach of this directive. Service may be restored to the employee following a written request by the employee's Department Director.

Office of the City Clerk

In cooperation with the ITSD, the Records Management Officer will ensure that appropriate training and communication of the requirements for retention, maintenance, and disposition of records is made available for staff.

Department Directors and Their Designees

- A. Departments are responsible for implementation, training, and enforcement of the data classification standards defined by the Texas State Attorney General's Office as

they apply to information stored on City-administered technology or equipment including data retention and disposition.

- B. Department Directors are responsible for any disciplinary actions taken against employees who violate this policy. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this policy

Employees

- A. Employees shall, with guidance and training from the Records Management Officer, manage e-mail messages according to the City's approved retention periods.
- B. Employees who voluntarily terminate employment, retire, or are transferred, will be required to review their e-mail accounts with their supervisor. The employee's supervisor is responsible for ensuring that e-mail records are properly classified and stored, and that working or convenience copies are disposed of in the prescribed manner.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human resources will ensure that all new employees are provided a copy of this directive.
- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

VI. PROCEDURES:

- A. All electronic mail messages sent, received or stored on the City's systems are considered City property and may be read at any time. Messages may be furnished to third parties in order to comply with requirements of the Texas Public Information Act. All internet activity is logged, and logs may be inspected at any time.
- B. Security and proprietary information
 - 1. The use of HTML formatting for e-mail messages is prohibited.
 - 2. E-mail attachments that may constitute a risk to the City's technology environment will be removed from e-mail messages passing through the City's mail servers. Removed attachments are replaced by a message indicating that they have been removed and the header and text of the original message delivered normally.
 - 3. A spam message filter is used to reduce the transmission of chain letters, broadcast announcements, general advertisement postings, or any other message via e-mail to a group of persons not requesting the message.
- C. Unacceptable Use

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use-

1. Engaging in any activity that is illegal under local, State, or Federal statutes or which violates City of San Antonio policies and Administrative Directives.
2. Using, accessing, or transmitting pornographic or sexually-explicit materials, offensive threatening, racial or hate language or images.
3. Engaging in any form of harassment, whether sexual or otherwise, or sending any unwelcome personal communication. It is the perception of the recipient that prevails, not the intent of the sender.
4. Any personal use that interrupts City business and that keeps an employee from performing his/her work. **Employees should not use their City electronic mail account as their primary personal e-mail address.**
5. Extensive personal use of the internet for any non work-related purpose during working hours which decreases the employees productivity or results in decreased performance of the City's internet facilities.
6. Unauthorized downloading of and distributing of copyrighted materials.
7. Downloading or copying music, photographs or video material, including such material that has been obtained legally, onto City computers or servers.
8. Downloading and/or installing executable program files from the internet without the approval of ITSD.
9. Unauthorized reading, deleting, copying, modifying or printing electronic communications of another user.
10. Using the City's electronic mail or internet systems for private gain or profit.
11. Using personal software which allows peer-to-peer communications between two workstations (eg., online chat, KaZAA, etc.).
12. Using instant messaging through public service providers.
13. Using City systems for personal access to auctions (such as e-Bay).
14. Soliciting for political, religious, or other non-business uses not authorized by the City.
15. Accessing non-business related streaming media, including internet-based radio.
16. Accessing any non-business related application which maintains a persistent connection to the internet, such as "Weather Bug", stock tickers, etc.
17. Using City electronic mail or internet facilities for political purposes, including voting. (This does not include the use of equipment for public voting at City facilities).
18. Including email "tag lines" or personal quotations other than ones that state the mission of the City or the user's Department.

19. Sending or forwarding junk e-mail, chain letters, or other mass mailings.
20. Sending or receiving e-mail through non-City managed e-mail systems (e.g. Hotmail or Yahoo) while at work.

VII. RETENTION AND DISPOSITION OF E-MAIL

The City's approved Declaration of Compliance with the Local Government Records Retention Schedules establishes record series and the retention period for each series. It is the content and function of an e-mail message that determines the retention period for that message. All e-mail sent or received by a government is considered a government record. Therefore, all e-mail messages must be retained or disposed of according to the City's retention requirements. E-mail systems must meet the retention requirement found in Texas Administrative Code, Chapter 7, Section 7.77.

Employees and their supervisors should seek guidance from the City's Records management Officer if there is a question concerning whether an electronic message should be deleted.

VIII. PRIVACY AND MONITORING

- A. The City does not routinely monitor the content of electronic communications systems, but may do so without notice. City systems may be monitored to support operational, maintenance, auditing, security and investigative activities, including enforcement of this Directive, legal requests, public records requests, or other business purpose. ITSD staff may monitor network infrastructure, servers and workstations for the purpose of maintaining system reliability, availability and security.
- B. Only Department Directors or higher may request access and monitoring of City administered technology or communications systems for employees under their supervision. Unauthorized monitoring or reading of electronic communications systems or their contents violates this Directive.
- C. Any request to monitor must be approved by the Chief Information Officer (CIO) and the Human Resources Director prior to the commencement of monitoring.
- D. To obtain the necessary authorization, a written request from the requestor to the Human Resources Director must include:
 1. The stated purpose for accessing and/or monitoring.
 2. A specific description of the systems or content to be accessed or monitored (e.g. the name of the mailbox earmarked for review – exactly as it appears in the e-mail directory).
 3. Name and phone number of the employee in the requesting department who is responsible for coordination of the request.
- E. The Human Resources Director will forward the request to the CIO for concurrence.

- F. The CIO will assign staff from ITSD to assist as necessary with any authorized access and monitoring activities.

IX. INTERNET FILTERING AND WAIVER REQUESTS

The City uses filtering software to block access to certain internet sites that have been determined by the Management Team to be inconsistent with most employee job responsibilities and other City policies. There may be specific circumstances in which blocking is too restrictive to allow an employee or group of employees to adequately perform their duties. In these cases, a waiver from the policy must be requested. To request a waiver:

- A. Employee should complete the on-line site access request form that is available when attempting to access a blocked site.
- B. The Chief Information Officer or his designee will review the request in a timely manner, and will verify the business need with the employee's Department Director or Management Team member as may be appropriate. The Chief Information Officer may request guidance from Human Resources and/or Legal Departments as may be necessary.
- C. The approved request will be maintained by ITSD.
- D. If the requested access will allow an employee to perform activities which are normally prohibited by City policies, the employee's Department Director must submit a request for waiver in writing to the Chief Information Officer. The waiver request must include a statement that the Department Director is aware of any increased risks that will result from the waiver, and has added appropriate controls to adequately reduce the additional risks.

X. DISCIPLINE:

- A. Failure to comply with this directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this Administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

Effective Date: November 30, 2005

Revision Date(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.



Hugh Miller, Jr., Interim Director ITSD

11/29/05

Date

Approved by:



Michael Armstrong, Chief Information Officer

11/29/05

Date

Approved by:



Sheryl Sculley, City Manager

11-29-05

Date

CITY OF SAN ANTONIO
OFFICE OF THE CITY MANAGER
INTERDEPARTMENTAL CORRESPONDENCE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

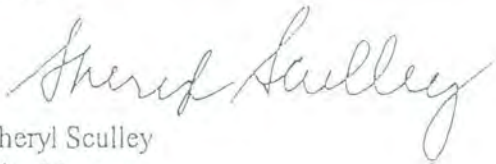
SUBJECT: Administrative Directive 7.5 – Acceptable Use of Information Technology

DATE: November 17, 2005

Attached please find a copy of **Administrative Directive 7.5 – Acceptable Use of Information Technology** which outlines appropriate use of City-provided technological systems by employees and users who access the City's networks. This directive will become effective on December 1, 2005.

Although your aides and assistants are not employees of the City, I ask that you please share this policy with them and request that they abide by its guidelines. As users of City-provided technology and systems, they also have a duty as public servants in utilizing these tools responsibly. The Information & Technology Services and Human Resources Departments are available to provide briefings upon distribution of the directive, outlining its requirements and providing for clarification or additional explanation. Should you wish such information to be presented to your employees, please contact Sharon De La Garza, Director of Human Resources at 207-4016.

This is an important initiative and I greatly appreciate your support in emphasizing its significance to your employees. Should you have questions or require additional information, please contact Michael Armstrong, Assistant City Manager/Chief Information Officer, at 207-6910.



Sheryl Sculley
City Manager

Attachment

CITY OF SAN ANTONIO
OFFICE OF THE CITY MANAGER
INTERDEPARTMENTAL CORRESPONDENCE

TO: Executive Team

FROM: Sheryl Sculley, City Manager

SUBJECT: Administrative Directive 7.5 – Acceptable Use of Information Technology

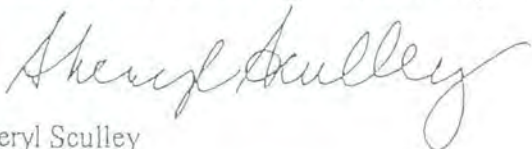
DATE: November 16, 2005

Technological systems and software are provided to City employees to assist them in accomplishing their tasks and objectives to serve the citizens of San Antonio. Employees who utilize this technology must be aware of its acceptable uses and understand their responsibilities as public servants in utilizing these tools. **Administrative Directive 7.5 – Acceptable Use of Information Technology** (attached) outlines these uses and responsibilities, and provides employees with guidance regarding the suitable use of technology in the City's organization.

Department Directors must distribute this directive to all employees in their department who utilize City-provided technology no later than Thursday, December 1, 2005. Departments who cannot meet this requirement should contact Sharon De La Garza, Director of Human Resources, at 207-4016, to provide a reason for the delay and an alternate date when policy distribution will be complete. The Information & Technology Services and Human Resources Departments are available to provide briefings to your employees upon distribution of the directive, outlining its requirements and providing for clarification or additional explanation to employees. Staff from these departments will contact your office shortly to coordinate this effort.

It is the responsibility of each director to ensure that every current employee who utilizes City-provided technology submits a signed acknowledgement that they have received and read this directive, which must be filed in the employee's departmental personnel file. As other employees are provided access to technology, the director must ensure that these new employees are also provided a copy of this directive. New employees will be given this policy by the Human Resources staff, with signed acknowledgements forwarded to the hiring department for filing. Any disciplinary action considered by the departments as a result of policy violations will require consultation with the Human Resources Department prior to proceeding with final action.

This is an important initiative and I expect all directors to emphasize its significance to applicable employees. Should you have questions or require additional information, please contact Michael Armstrong, Assistant City Manager/Chief Information Officer, at 207-6910.



Sheryl Sculley
City Manager

Attachment

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2015

Revision Date(s):

I. PURPOSE:

The purpose of this Administrative Directive (AD) is to provide guidance regarding the acceptable use of computer equipment, networks and other information technology hardware and software in the City of San Antonio ("City").

II. POLICY

- A. The City provides access to its technology systems to assist technology users in performing their duties efficiently and effectively. Inappropriate use of information technology exposes the City to internal and external risks and may reduce the effectiveness of those systems. All users of City-owned and managed information technology are responsible for using that technology in an appropriate and lawful manner. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. There should be no expectation of privacy in the use of City-administered technology or equipment. Due to the City's need to protect resources and assets, and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there is no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and then only to the extent of that legal protection.
- C. All information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on any City-managed computer.
- D. Technology users shall use City-managed technology for official business, but may make and receive personal communications, including telephone calls during business hours, that are necessary and in the interest of the City. While some incidental use (as defined below) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.
- E. This Directive will support existing and forthcoming technology-related Directives, and will apply to all users of the City's information technology and networks unless otherwise specified in this document.

III. DEFINITIONS:

- A. City: The City of San Antonio, its departments and agencies.
- B. City-administered technology or equipment: Any technology or equipment that is used and/or managed by the City even if the City does not own said technology or equipment. City-managed technology includes technology or equipment owned by the City, on loan to the City, funded by grants, leased by the City, etc. Technology includes, but is not limited to, computers, mobile communication devices, telecommunication devices, servers, networks, software, databases and e-mail messages.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

- C. DSS: The person who is filling the role of technical specialist for a department. This role is typically called a Department Systems Specialist (DSS) or Department Systems Manager (DSM).
- D. E-mail spoofing: Forging an e-mail header to make it appear as if it came from someone other than the actual source.
- E. Federal statutes: The laws of the United States and/or the country where the user is located.
- F. Incidental personal use: Any personal use of City-owned or managed technology that:
 - a) does not cause any additional expense to the City;
 - b) is infrequent and brief;
 - c) does not have a negative impact on overall employee productivity;
 - d) does not interfere with the normal operations of an employee's department or work unit;
 - e) does not compromise the City in any way;
 - f) does not embarrass either the City or the employee;
 - g) does not contravene other elements of this policy; and
 - h) serves the interests of the City in allowing employees to address important personal matters which cannot be addressed outside of work hours without leaving the workplace.

Examples of personal communications that could be in the interest of the City include:

- a) communications to alert household members about working late or other schedule changes;
- b) communications to make alternative child care arrangements; communications with doctors, hospital staff, or day care providers;
- c) communications to determine the safety of family or household members, particularly in an emergency;
- d) communications to make funeral arrangements;
- e) communications to reach businesses or government agencies that can only be contacted during work hours;
- f) communications to arrange emergency repairs to vehicles or residences.

City departments, in consultation with the Human Resources Department, may determine whether a use is personal or business and if usage is personal, whether it is incidental.

- G. ITSD: the City's Information Technology Services Department or successor agencies.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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- H. Local statutes: The ordinances, statutes, and laws of the City, Bexar County and/or the municipality or county where the user is located.
- I. Malware: Short for malicious software, software designed specifically to damage or disrupt a system, such as a virus, worm, Trojan horse, or e-mail bomb.
- J. Network: A group of two or more computer systems linked together to facilitate communication, data sharing and processing among the systems.
- K. Phishing: The act of sending an e-mail falsely claiming to be an established legitimate enterprise in an attempt to manipulate someone into surrendering private information that can be used for identity theft or other malicious purposes. The e-mail directs the receiver to a web site that appears to be owned by the legitimate enterprise and asks for private information to be used in identity theft or other malicious purpose.
- L. Public access terminals: Computers provided by City for use by the general public.
- M. Spam (called "unsolicited commercial electron mail messages" as it is defined by the State of Texas statutes): A commercial electronic mail message sent without the consent of the recipient by a person with whom the recipient does not have an established business relationship. The term does not include electronic mail sent by an organization using electronic mail for the purpose of communicating exclusively with members, employees, or contractors of the organization.
- N. State statutes: The statutes and laws of the state of Texas and/or the state where the user is located. Where statutes from two states conflict, the statutes of the State of Texas shall take precedence.
- O. Technology user: Any employee, contractor, consultant, part-time or temporary employee who uses City-administered technology or equipment, and anyone accessing the City's networks, exclusive of the City's web pages.

IV. POLICY GUIDELINES:

This Directive applies to any party using city-owned or city-managed technology, or any party connecting to the City's networks. All equipment or technology that is owned or administered by the City is included within this AD's scope. Public access terminals provided by the City are **not** included in the scope of this policy, except where those terminals are used by City staff to access the City's networks.

RESPONSIBILITIES:

Information & Technology Services Department

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of requirements established in this Directive is placed with the Information & Technology Services Department (ITSD).
- B. ITSD, along with the Human Resources Department, will provide City departments with initial communication and training regarding this Directive. However, Department Directors are ultimately responsible for communicating the policies and standards established in this Directive to all personnel in their respective departments

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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and for ensuring compliance within their respective departments with those policies and standards.

- C. ITSD may disconnect any computer from the City network at any time if continued connectivity constitutes a threat to the City or City-administered technology or equipment. ITSD will attempt to contact the DSS responsible for the computer prior to disconnecting as long as such notification does not allow further degradation of the City-administered technology or equipment. Such notification will be made after the disconnection if prior coordination was not possible.

Department Directors and their designees

- A. Department Directors are responsible for any disciplinary action taken against employees who violate this Directive in accordance with section VI. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary action to be taken against employees who violate this policy.

Office of the City Clerk

- A. The Office of the City Clerk is responsible for the creation, maintenance and administration of all rules regarding the classification and protection of information stored on City-administered technology or equipment.

Employees

- A. Employees are accountable for the proper use of City-owned technology, and should be aware that they are responsible for any information that they generate or distribute through the City's technology systems. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. Employees should be aware that all information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on City computers. Any materials stored on City equipment may be monitored and reviewed by City management at any time.
- C. Employees should be aware that most information generated and stored on City-provided equipment is subject to applicable open records laws.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the Directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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resources will ensure that all new employees are provided a copy of this directive and complete the attached acknowledgement.

- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

V. PROCEDURES:

A. General use and ownership of information technology

1. City-administered technology and equipment is for use in conducting City business with the exceptions noted in this Directive. Technology users should be aware that the data they create, receive, or forward on the City's systems remains the property of the City.
2. Incidental personal use (as defined in this Directive) of City-administered technology or equipment is permissible as long as it does not interfere with the performance of assigned duties, does not have a detrimental effect on City information technology and systems, and is not prohibited by this policy. Personal use should be limited to those necessary activities described in the definition of "Incidental Use" above.
3. Supervisors are responsible for monitoring the incidental personal use of information technology by their employees. If departmental management determines an employee's usage is not allowable as incidental personal use, management should notify the employee immediately. Continued unacceptable personal use by that employee shall be disciplined in accordance with section VI. If an employee is not sure usage is acceptable, he/she should consult his/her supervisor for guidance.
4. There should be no expectation of privacy in the use of City-administered technology or equipment. Because of the City's need to protect its resources and assets and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there should be no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and only then to the extent of that legal protection.
5. The City does not routinely monitor employee use of City-owned and managed technology. However, the Chief Information Officer or his/her designee may monitor City-administered technology or equipment at any time for security, network maintenance or audit purposes, with or without consent of the technology user. Monitoring of technology usage for personnel-related matters shall require the approval of the Chief Information Officer and the Human Resources Director.

B. Security and proprietary information

1. Information stored on City-administered technology or equipment should be classified in accordance with federal, state, and local statutes, ordinances, and policies regarding the confidentiality of the information as prescribed by the Office of the City Clerk. Employees should take the necessary steps or follow prescribed processes to prevent unauthorized access to confidential information. Unclassified information should not

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

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be released to non-City entities without authorization and approval by the City Manager's Office.

2. Employees must comply with all City Directives regarding use of information technology, including forthcoming Directives related to:
 - a. Electronic Communications (e-mail, voice and internet)
 - b. Password Management
 - c. Security
 - d. Data management and Classification
 - e. Monitoring
 - f. Remote Access
3. All personal computers, laptops and workstations should be protected from unauthorized access when the system is unattended. The recommended method of securing the device is with a password-protected screensaver (with the automatic activation feature set to 15 minutes or less) or by manually locking the device (Ctrl-Alt-Delete for Windows 2000 or XP users). Devices that cannot be locked as described above should be secured by logging off the devices or turning them off.
4. Employees must take reasonable and necessary precautions to secure and protect portable devices. Protect portable devices in accordance with the following guidelines:
 - a. Laptops and other portable devices used in an office setting should be locked in a drawer or cabinet or should be secured to the desktop with a device manufactured for that purpose.
 - b. Users should retain physical contact with all portable devices in areas where the risk of theft is high such as airports and hotels.
 - c. If a portable device must be left unattended in a vehicle, it should be locked in the vehicles trunk or otherwise secured and protected from plain view inside the locked vehicle.
 - d. Portable devices should never be left in a vehicle, even if locked and out of sight, overnight. Reasonable precautions should be taken to protect the device when traveling, even if the travel is local.
5. ITSD regularly maintains operating systems, updates anti-virus software, and applies security patches by sending those updates during the evening hours to computers attached to the network. When an employee leaves for the day, he/she should log off from his/her computer, but should leave the computer turned on and attached to the network. Because laptops may be secured during non-business hours and may not be connected to the network when updates are sent, users should work with their DSS to ensure updates to portable devices are installed in a timely manner.
6. All technology devices used by a technology user to connect to the City's networks shall continually execute approved virus-scanning software with a current virus definition file. This includes employee-owned equipment attached to the City's

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networks through remote access technologies. The City is not responsible for providing the required virus-scanning software for employee-owned computers.

C. Unacceptable use

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use:

1. Engaging in any activity that is illegal under local, state, or federal statutes or which violates City of San Antonio policies and Administrative Directives;
2. Accessing, displaying, storing or transmitting material that is offensive in nature, including sexually explicit materials, or any text or image that can be considered threatening, racially offensive, or hate speech. This includes any images, text, files, etc. sent via email to co-workers or outside parties. Accessing, storing, displaying, or transmitting pornographic materials using City-owned and managed technology is strictly forbidden;
3. Any personal uses that interrupt City business, or which prevents an employee from performing his/her work. Employees should not use City e-mail accounts as their primary personal e-mail address. City systems shall not be used to chat online, "blog", or shop online;
4. Violating any copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City;
5. Unauthorized reading, deleting, copying or forwarding of electronic communications of another, or accessing electronic files of another without authorization;
6. Sending SPAM to either internal or external parties;
7. Unauthorized duplication of copyrighted material including, but not limited to, text and photographs from magazines, books or other copyrighted sources, copyrighted music and/or copyrighted movies. Copying or installing copyrighted software for which the City or the end user does not have an active license is not permitted;
8. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws;
9. Maliciously introducing malware or similar programs into the network or server;
10. Revealing a City account password to others or allowing use of a City account by others. This includes household members and visitors when work is being done at home. Revealing a City account password to an authorized technician during troubleshooting procedures is not a violation of this policy. In such a situation, a new password should be established as soon as possible after the problem is resolved;

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

11. Making fraudulent offers of products, items, or services originating from any City account
12. Using City-owned technology for political activity, private gain, gambling, shopping, games or other entertainment, or any other non-business function unless permitted by this Directive;
13. Causing security breaches or disruptions of City communications. Security breaches include, but are not limited to:
 - a. Accessing data which the employee is not authorized to access or logging into a server or user account that the employee is not expressly authorized to access;
 - b. Causing network disruptions for malicious purposes including, but not limited to, network sniffing, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
 - c. Port scanning or security scanning for malicious purposes is prohibited. Non-malicious scanning that is part of a City-sanctioned security process is allowed. ITSD should be notified prior to any such scanning;
 - d. Circumventing user authentication or security of any device, network or account;
 - e. Maliciously interfering with or denying service through denial of service attack, or other means;
 - f. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, another user's device or session, via any means, locally or via the City's network;
 - g. Adding/removing hardware components, attaching external devices, or making configuration changes to information technology devices without approval by ITSD.

VI. DISCIPLINE (if applicable):

- A. Failure to comply with this Directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this Directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

This Directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.

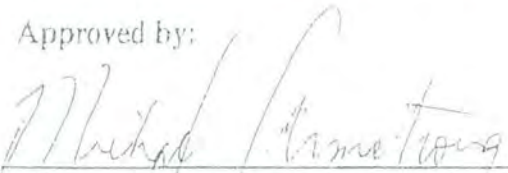


Hugh Miller, Jr., Interim Director ITSD

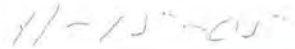


Date

Approved by:



Michael Armstrong, Chief Information Officer

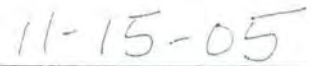


Date

Approved by:



Sheryl Sculley, City Manager



Date

City of San Antonio Policy Acceptable Use of Information Technology

Employee Receipt

This form must be signed by each current and new employee.

I acknowledge that I have received Administrative Directive 7.5: Acceptable Use of Information Technology. I recognize that, as a user of City owned or managed technology, I am responsible for following the provisions of this Administrative Directive. I understand that if I am found to be in violation of this written policy, I may be subject to disciplinary action.

Name (printed) _____ SAP # _____

Signature: _____ Date: _____

Copy to Employee
Original to Departmental Personnel File

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Client Contributions and Handling Program Income

POLICY: COSA shall provide an opportunity and a means for clients to make a voluntary contribution for all or part of the cost of their service. 40 TAC84.1(j) and COSA AD 8.1 Cash Handling. (Attached)

PROCEDURE:

1. During the initial intake, each client will be given a copy of the Participants Rights and Responsibilities form that outlines the client's right to make a contribution.
2. Each eligible client can make a voluntary contribution to CNP.
3. Clients will not be denied services due to their inability or refusal to make a contribution.
4. Client contributions are considered Program Income and will be used to increase, support, or expand the provided service.
5. All client contributions will be confidential. CNP will protect the privacy of each participant with respect to his or her contributions.
6. Contributions will be deposited in a locked contribution box located in the dining room.
7. Contributions will be counted and verified by two persons daily at the close of business and recorded on the deposit record.

Effective Date: March 1, 2007

Revision Dates(s):

I. PURPOSE:

This Administrative Directive (A.D.) defines and outlines policy with respect to receiving, handling, safeguarding, and depositing of City of San Antonio ("City") funds. Cash handling controls, as outlined in this Administrative Directive, have been adopted for uniform application in all departments. These controls address the decentralized nature of the receipting and depositing process while providing for standardized training and a periodic review of cash collected and reported.

II. POLICY:

All employees of the City, including uniformed employees, in positions designated by the Finance Department as having cash handling responsibilities shall conduct all cash handling activities in compliance with rules and guidelines set forth by this Administrative Directive and by their respective departmental cash handling procedures. An acknowledgement form is required to be completed/signed by each employee classified as a cash handler to ensure they have a full understanding of this policy (Attachment A)

All City departments having cash handling responsibilities shall maintain, review, and update respective departmental cash handling procedures to assure compliance with this Administrative Directive. Any deviation(s) from this Administrative Directive must be approved by the Finance Department and detailed in departmental cash handling procedures.

III. DEFINITIONS:

- A. **Cash Equivalents:** Checks, money orders, traveler's checks, credit/debit cards, and event tickets.
- B. **Cash Handler:** All full-time, part-time, seasonal or temporary employees whose job description includes responsibility for receiving, transmitting, safeguarding, and/or depositing of City funds.
- C. **Cash Handling:** The receiving, transmitting, safeguarding, and depositing of all funds received by the City, whether coin, currency, checks, money orders, traveler's checks, gift certificates, coupons, credit cards, stamps, ticket stock, electronic funds transfer, and other cash equivalents.
- D. **Cash Handling Database:** Database of City positions designated as cash handlers with assigned risk factors based on cash handling activity.
- E. **Cash Handling Site:** Designated City location where funds are received, transmitted, safeguarded and/or deposited, whether coin, currency, checks, money orders, traveler's checks, credit/debit cards, stamps, ticket stock, electronic funds transfer, and/or other cash equivalents.
- F. **Change Fund:** A sum of money set aside for the purpose of making change where cash is collected.

Effective Date: March 1, 2007

Revision Date(s):

- G. **Covert Cash Funds:** Funds established by the San Antonio Police Department used to pay confidential informants and for investigative operations such as narcotics vice.
- H. **Custodian:** Caretaker; the person in charge.
- I. **Escrowed Funds:** Money that has been put in the custody of others.
- J. **Fiduciary:** An individual or organization that is trusted to hold valuable items of another person.
- K. **Final Disposition:** Final deposit or distribution or payment.
- L. **Flash Funds:** One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities.
- M. **Fraud:** Intentional deception to deprive another person of property or to injure that person in some other way.
- N. **Imprest Fund:** A fund into which a fixed amount of money or cash equivalent is placed for the purpose of making change or minor distributions (i.e. change fund, petty cash fund, cash refund fund). The fund amount always remains constant.
- O. **Internal Control:** System that assures assets that belong to the City are received when tendered, protected while in the custody of the City, and used only for City related purposes. The system of internal control consists of all measures employed by the City for the purpose of (1) safeguarding resources against waste, fraud and inefficiency; (2) promoting accuracy and reliability in accounting and operating data; (3) encouraging and measuring compliance with City policy; and (4) judging the efficiency of operations in all divisions of the City. Internal controls are not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur.
- P. **Misappropriation:** Using property or money wrong/illegally.
- Q. **Mitigating Control:** Compensating measure implemented to identify irregularities after-the-fact, as opposed to primary controls that are intended to prevent fraud or detect human error at the point of its origination (i.e. supervisor reviews a batch of cash receipts at the end of a shift versus approving each transaction as it occurs at the point of sale or cash intake).
- R. **Mutilated:** Disfigured, bent, destroyed.
- S. **Negotiable (financial instruments):** Money or money equivalents that is easily transferable from one person to another (such as cash, traveler's checks, etc.).
- T. **Outage:** Cash shortage or overage. A cash handler has a shortage when a collection error is made such as not obtaining physical custody of money or a change-making error. A cash handler has an overage when excess money is collected and the excess cannot immediately be returned to the customer.
- U. **Overridden:** When controls are manually or electronically turned off or bypassed.

Effective Date: March 1, 2007

Revision Dates(s):

- V. **Petty Cash Fund:** A fund used within an office to make small office purchases, which are \$100.00 or less. Petty cash purchases are usually quick or to meet an emergency need.
- W. **Post-dated Check:** Future dated check submitted in payment for City services and/or goods.
- X. **Risk Factors:** Assigned to cash handlers based on cash handling activity.
 - a. High: deals with cash on a daily basis
 - b. Medium: deals with cash equivalents
 - c. Low: Infrequent users of small amounts of cash
 - d. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1. for added detail on risk factors)
- Y. **Two-Party Check:** A check originally issued to another party ("payee") that is now offered in payment for City goods and/or services.

IV. POLICY GUIDELINES:

A. **Background Checks**

A background check with satisfactory results is a condition of employment for the City of San Antonio. Pursuant to A.D. 8.2. Criminal History Background Check for Cash Handling Positions, a criminal history background check will be conducted on all new hires, transfers, demotions, promotions and reclassifications into cash handling positions designated by the Finance Department. Interval background checks will be conducted on an on-going basis for those employees in cash handling positions, with timing determined by an assigned risk factor for the position.

B. **Training**

All employees in designated cash handling positions will have to successfully complete two (2) four (4) hour courses on cash handling policies. Successful completion of this course is defined as achieving a least a seventy percent (70%) passing grade on a test administered upon completion of each four hour course.

Upon successful completion of both courses, employees shall receive a cash handling certificate of completion. Cash handling employees not successfully completing these courses will have an opportunity to re-study and re-test a second time. Employees who fail to successfully complete required cash handling training are subject to termination, transfer and/or other employment action.

Departmental specialized and advance cash handling training may also be required (as identified by the department, while consulting with the Finance Department). Such training will be coordinated by the Finance Department and conducted by the Finance Department and Human Resources Department.

Effective Date: March 1, 2007

Revision Date(s):

C. **Performance Expectations/Standards**

All cash handling departments will establish performance standards and success measures for all cash handling positions. When establishing standards, the cash handling environment, the average number of cash handling transactions, and the average amount of dollars collected shall be taken into consideration.

D. **Discipline**

1. **Civilian Employees**

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.

2. **Uniformed Employees**

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with Collective Bargaining Agreements between the City and uniformed personnel. Internal procedures adopted for uniformed personnel of the Police and Fire Departments must conform to the provisions of this Directive

3. **Individuals engaged in fraud (i.e. theft) will be subject to immediate dismissal and possible legal action.**

E. **Applicable Federal, State and Local Laws and Regulations**

State law requires that cash collection sites retain original records pertaining to cash handling. Consult the Texas Administrative Code Title 13, Chapter 6, "Records Retention Scheduling Rules" for the current retention requirements regarding cash related records (See website <http://www.tsl.state.tx.us/sirm/recordspubs/gr.html>).

V. **RESPONSIBILITIES:**

A. **City Manager's Office**

1. Establish an adequate internal control system over City cash and cash equivalents.
2. Direct the Office of Municipal Integrity to conduct cash handling investigations as deemed necessary.

B. **Finance Department**

1. Safeguard the City' financial assets and manage its financial resources in accordance with the goals of the City Council, City Manager and in compliance with applicable laws and generally accepted accounting and financial principals. Establish and update this Administrative Directive as necessary.

Effective Date: March 1, 2007

Revision Dates(s):

2. Perform cashiering functions in designated locations.
3. Approve additions and deletions of citywide personnel classified as cash handlers (i.e. custodians of petty cash and change funds). Approve the updating of the cash handling database for all cash handling positions, which includes department, job class, position and risk factor. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1.)
4. Approve the establishment of petty cash and change funds, including related amount of the fund.
5. Coordinate with the Human Resources Department to provide basic and specialized Cash Handling training.
6. Contact the San Antonio Police Department and/or Office of Municipal Integrity when a department has communicated a suspicion of theft or dishonest act by a City employee (i.e. missing or stolen funds). This determination will be dependent upon the dollar amount involved and the need for further investigation and/or law enforcement follow up.
7. Approve others authorized to inspect/review citywide cash handling operations.

C. Departmental Directors

1. Ensure the safeguarding of City funds.
2. Maintain clearly written and approved procedures for all areas of their department's cash handling operations.
3. Ensure procedures are in place to comply with this Administrative Directive and assume accountability for exceptions and deviations from this policy.
4. Provide the Finance Department a "*Cash Handling Database Change Form*" (See A.D. 8.2 Criminal History Background Checks for Cash Handling Positions for copy of database change form) requesting changes to existing departmental information, which is maintained in the cash handling database. The City Auditor's Office and the Office of Municipal Integrity will be given access to the updated database.
5. Ensure all employees hired, transferred, demoted, promoted and reclassified into designated cash handling positions are enrolled in cash handling training.

D. Cash Handler

1. Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times.
2. Report to their Department Director, who should in turn alert the Finance Department, of any instance where a City employee has knowledge or suspicion of a theft or dishonest act by another City employee.

E. Office of Municipal Integrity

Effective Date: March 1, 2007

Revision Date(s):

1. Coordinate and collaborate with the San Antonio Police Department on cash handling investigations, where appropriate.
 2. Provide written reports of internal investigations to the City Manager's Office, Finance Department, and the City Attorney's Office.
- F. City Auditor's Office
1. Perform announced or unannounced cash audits annually to determine compliance with this Administrative Directive.
 2. Review Departmental procedures and guidelines and provide appropriate feedback to the City Manager, Finance Department, Human Resources Department, and other departments.
- G. Human Resources Department
1. Maintain the cash handling database utilized for training and interval background checks.
 2. Assist employees and departments with interpretation of this Administrative Directive.
 3. Coordinate basic and specialized cash handling training.

VI. CASH HANDLING CONTROLS:

A. General Cash Controls

1. All employees with access to cash funds shall be covered under the City's Commercial Crime or Employee Dishonesty Insurance Policy as prescribed by the City's Risk Manager.
2. Cash handling sites shall have an individual designated by the Department Director as custodian with specific responsibility for cash handling at the respective location(s) during all shifts.
3. The number of employees with access to cash shall be limited for internal control purposes. Efforts shall be made for the physical separation of duties and responsibilities between the cash custodian and that of the individual or individuals that perform the accounting and recordkeeping function pertaining to cash.
4. Where the separation of responsibility is precluded due to limited available personnel, the supervisor shall perform specific verification steps for sound cash handling controls. This supervisor shall not be involved in the original transaction steps that are to be verified. Departments should confer with the Finance Department to establish other mitigating controls where separation of responsibility is precluded.
5. At least two people per cash handling site shall be involved in the cash handling process unless otherwise authorized by the Finance Department.

Effective Date: March 1, 2007

Revision Date(s):

6. Where possible, cash handling duties shall be rotated on a periodic basis. This can help to prevent departments from becoming dependent upon one person for a particular function and can make it easier to identify and correct procedural weaknesses and breaches.
7. When practicable, cash handling sites will have alarm devices, videotaped surveillance, and/or electronic microphone recording installed.
8. If billing invoices are used, the cashier cannot make adjustments to an invoice. The supervisor/administrator shall make any necessary corrections, changes or adjustments.
9. Physical protection of cash through the use of bank facilities, armored vehicles, vaults, and locked cash boxes, locked cash bags, or locked drawers shall be practiced at all times. Armored car service will be made available to those cash handling sites that require such service. Departments, in conjunction with the Finance Department, shall assess the reasonableness, practicality, and security in determining the use of armored car service.
10. In general, collections in the field are prohibited unless specifically authorized by the Director of Finance.
11. Cash on the premises will be held to a minimum to reduce the amount of idle cash that is available, as well as for cash control purposes. Deposits shall be made within twenty-four hours. Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for deposits, especially when deposits exceed the twenty-four hour time requirement noted above.

Careful consideration shall be given the risk involved in holding idle cash and/or cash equivalents in the department versus the cost to make more frequent deposits.

12. Authorized personnel within the department who do not have custodial, accounting or recording duties and responsibilities, shall conduct periodic examination, count, or other review of cash.

The Finance Department and the City Auditor's Office will also conduct random unannounced reviews and/or audits. The Office of Municipal Integrity will conduct investigations as directed by the City Manager's Office.

13. City departments, with assistance from the Finance Department, shall publish and update as necessary written cash handling instructions and procedures that will serve as procedural and training documentation for departmental cash handlers.

B. Receipting of Payments

1. Checks, traveler's checks, money orders and other negotiable financial instruments shall be endorsed as they are received.
2. All employees charged with the receipting of cash at the point of sale shall be provided by the department with a copy of the current fee and rate schedule as

Effective Date: March 1, 2007

Revision Dates(s):

well as the appropriate general ledger account codes. Fees and rates shall be posted in a clear and visible site for the general public's advisement. Posted information shall also include a contact telephone number for a customer to call if a transaction receipt is not provided to the customer when cash and/or cash equivalents are paid.

3. All handwritten receipts shall be pre-numbered to account for lapses in sequence.
4. All checks shall be made payable to the City of San Antonio and shall be accepted only in the amount of the sale or transaction. Checks may not be written for more than the amount due to the City.
5. When accepting a personal check for amounts due the City, the cash handler shall capture the following payer's information and note same at the top of the check: 1) address, 2) telephone number, and 3) driver's license number. No temporary checks are to be accepted by cash handlers.
6. Post-dated or two-party checks will not be accepted.
7. Cash utilized for change ("Change Funds") and undeposited receipts shall not be used for petty cash purchases, loans, advances, or check cashing (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks).
8. Change Funds are not to be commingled with any other monies.
9. With the exception of the Finance Department no checks shall be cashed from cash receipts.
10. All departments with cash operations shall maintain a permanent collection record, such as a cash register tape, that has the record of all transactions including voids, refunds or cancellations. All revenues collected shall have a receipt or other proof of sale issued to the customer at the point of sale or collection whether handwritten or electronically generated.

There shall be a means of capturing and summarizing daily transactions, which will be reconciled to the amount deposited.

C. Deposits

1. The general operating standard for deposit of negotiable instruments and cash with the depository bank shall be within twenty-four hours of receipt. This includes the counting and balancing of cash receipts for each shift and depositing such receipts intact (i.e. a deposit for each shift). Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for the deposits where deposits exceed the abovementioned twenty-four hour requirement. All amounts that are not deposited on a daily basis shall be secured in a safe, vault or locked drawer.
2. Discrepancies between deposited amounts when compared to written receipts, cash register, or computer system generated receipts, shall be recorded along

Effective Date: March 1, 2007

Revision Dates(s):

with documentation of the responsible cashier. The supervisor shall review, on a daily basis, such documentation and follow up with the appropriate corrective action, if needed. Department Directors have the ultimate responsibility to ensure discrepancies are identified and corrective measures are taken.

3. All security and bid deposits received in negotiable form, as well as escrowed funds or other funds that require specialized handling, shall be deposited and held by the City Clerks Office until final disposition is made.
4. All performance bonds shall be forwarded to the Finance Department, General Ledger Section for safekeeping.
5. All deposits shall be made intact (i.e. a deposit for each shift) and sealed in deposit bag; departmental receipts shall not be used to create or replenish petty cash or other funds. Un-deposited receipts are not to be used for loans, advances, or check cashing.

D. Covert Cash Funds

1. Covert Cash Funds will be used to pay confidential informants and for investigative operations and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. In order to maintain the confidentiality of cash transactions associated with covert and investigative operations, supporting documentation will be maintained by the San Antonio Police Department. The case number should be used when recording cash transactions in SAP.
3. Covert cash funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds.
4. The San Antonio Police Department's Petty Cash Custodian will be responsible for the oversight and control of covert cash funds.

E. Flash Funds

1. One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. The Chief of Police or designee will request in writing the disbursement of Flash Funds.
3. The Finance Director or designee will approve the distribution of flash funds and will also serve as the signatory for the disbursement.
4. Upon disbursement the San Antonio Police Department will be responsible for the oversight, control and safeguarding of flash funds.
5. Disbursement will be made payable to the Police Officer approved and designated by the Police Chief.

Effective Date: March 1, 2007

Revision Date(s):

6. Flash Funds are to be returned to the San Antonio Police Department's Petty Cash custodian and deposited within two working days of disbursement.

F. **Petty Cash**

Petty cash funds shall be established pursuant to A.D. 8.5 Petty Cash Handling, and upon the approval from the Finance Department. Petty cash funds are public funds entrusted to the department for which the fund was established. Petty cash shall be used to purchase items or services on an emergency and infrequent basis, where it is not feasible or practical to submit a purchase requisition, request for payment, or use a procurement card.

G. **Change Funds**

1. Change funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds; however, change funds are strictly revolving funds and require no replenishment. Change funds are established for the purpose of making change where cash is collected.
2. Petty cash or cash receipts shall not be commingled with change funds.
3. Change funds that are no longer needed to conduct the business for which they were established shall be deposited at the depository bank within 48 hours from the time it is determined that the funds are no longer required.
4. Funds established for postage shall be used for legal City correspondence and not for personal use.
5. No checks shall be cashed from a change fund (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks, as outlined below in Section F).

H. **City Employee Check Cashing**

1. City employee's personal checks in an amount not to exceed \$100.00 may be cashed at the Finance Department, Collections Division. No more than one personal check may be cashed per day. No personal checks shall be cashed at any other departmental location without the advanced written approval of the Finance Department, Collections Division.
2. City employees will permanently be prohibited from cashing personal checks after a second personal check is returned due to non-sufficient funds.
3. Once a personal check is returned for non-sufficient funds, the employee's check must clear their bank within two (2) working days from the date of notification by the Finance Department, Collections Division.
4. No two-party or post-dated checks shall be accepted.
5. Rebate checks are not to be cashed.
6. The Finance Department, Collections Division, shall only cash City issued checks for the advance and reimbursement of travel expenses.

Effective Date: March 1, 2007

Revision Dates(s):

I. Returned Checks

1. Occasionally a deposited check may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds held, stolen checks, forgery, endorsement, or signature. Should a check be returned, the Finance Department, Accounts Receivable Section will notify the receipting department of the returned check.
2. The Finance Department will attempt to collect the funds for the returned check along with the City's returned check processing fee by mailing a demand letter to the writer of the returned check. Only cash, certified checks or money orders will accepted for payment of returned checks.
3. If collection efforts are unsuccessful after 10 days from the date of the demand letter the Finance Department, Collections Division will refer the returned check to the Bexar County District Attorney's Office for prosecution.

J. Refunds

1. Cash or credit card refunds are permitted only upon presentation of the receipt or other proof of purchase issued at the point of sale.
2. Departments authorized by the Finance Department to issue cash refunds will maintain a cash refund fund on an imprest basis.
3. Refunds shall be completed by charging the revenue General Ledger account that was originally credited.

K. Cash Storage and Safekeeping

1. Access to the cash drawer is limited to one person. The cash drawer shall be counted and balanced before another person takes possession of the cash drawer. Both parties involved in the cash drawer transfer shall be present when cash is counted, and a receipt shall be signed by the person accepting custody.
2. All areas around the cash handling sites shall be visible and without obstruction.
3. Access to departmental safes or other devices used to store cash on a temporary basis until deposited at the depository bank shall be restricted to a small number of employees. A safe's combination must be changed within two (2) business days after the departure of a person who has had access to the safe.
4. All funds shall be kept out of public view and shall be available for inspection by authorized representative(s) of the department, the Finance Department, the Office of Municipal Integrity, the City Auditor, or other authorized personnel as approved by the Finance Department. For money stored in a locked metal box or in a locked desk, the key shall be secured in another location of the office. Only certain assigned personnel shall have access to the key.

Effective Date: March 1, 2007

Revision Dates(s):

L. Foreign and Mutilated Coin

1. Foreign coin and currency shall not be accepted (except for international sites/offices). Only coins and currency issued by the United States Federal Reserve Board are legal tender. Traveler's checks must state "U.S. Dollars".
2. No bent or mutilated coins shall be accepted.

M. Other Guidelines

1. The Finance Department is responsible for creating and closing bank accounts.
2. Lost and found cash or its equivalent greater than \$50 shall be deposited in compliance with Texas escheat laws after all reasonable attempts have been made to identify and return the lost and found money or its equivalent to the rightful owner. Amounts \$50 or less shall be deposited to the appropriate fund based on the General Ledger coding identified by the Finance Department. If funds are properly claimed subsequently, these funds will be relinquished to the rightful owner through the standard accounts payable process.
3. Departmental controls shall include a practical means for employees to report instances where system controls are overridden that could be indicative of fraud (i.e. implement an effective "whistle blower's" program).
4. Cash handlers shall be watchful for counterfeit bills, checks, etc. Cash handling training shall be provided on this area of responsibility.
5. Senior staff shall monitor and reassess, on a periodic basis, any risk areas and adopt appropriate strategies to manage these functions and thereby minimize opportunities for loss. The preceding includes City departments conferring with the Finance Department on an as needed basis.

ADMINISTRATIVE DIRECTIVE 8.1

CASE HANDLING

Effective Date: March 1, 2007

Revision Dates(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Finance Department at 207-8620.

Recommended by:



Ben Gorzell Jr., CPA
Finance Director

1/23/07

Date

Approved by:



Pat DiGiovanni
Deputy City Manager

1/23/07

Date

Approved by:



Sheryl L. Sculley
City Manager

1-24-07

Date



CITY OF SAN ANTONIO

EMPLOYEE ACKNOWLEDGMENT FORM
FOR

ADMINISTRATIVE DIRECTIVE 8.1
Cash Handling
Effective March 1, 2007

Employee:

I acknowledge that on _____, 20____, I received a copy of Administrative Directive 8.1, Cash Handling and I received an overview of this policy from my supervisor/trainer.

Employee Name (Print)

Department

Employee Signature

SAP Employee ID Number

Supervisor/Trainer:

I certify that on _____, 20____, I provided the above employee with a copy of this administrative directive and an opportunity to ask questions.

Supervisor/Trainer (Print)

Supervisor/Trainer Signature

Finance / AD 8.1
(As of March 1, 2007)

201 File (original)
Field Folder Copy
Employee Copy

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Customer Satisfaction Surveys and Monthly Food Quality Surveys

POLICY: COSA will give participants the opportunity to complete a customer satisfaction survey at least annually and a monthly food quality survey.

PROCEDURE:

1. Participants will be provided a survey form to complete monthly and annually.
2. Staff will review results and make necessary program improvements.

COMPREHENSIVE NUTRITION PROJECT (CNP)
FY 06 - 07 FOOD QUALITY SURVEY

Today's Date: _____

Male _____ Female _____ Center: _____

We want to know what you think about the food you ate today. Your input is important to us and will assist us in providing you the highest quality food possible. Mark an "X" in the box that *BEST REPRESENTS YOUR OPINION* for each question.

1. In your opinion, how well "cooked" was your food today?

Very Good Good Fair Poor

2. In your opinion, how would you rate the "temperature" of your food today?

Very Good Good Fair Poor

3. In your opinion, how would you rate the "seasoning" of your food today?

Very Good Good Fair Poor

4. In your opinion, how would you rate the "taste" of your food today?

Very Good Good Fair Poor

5. In your opinion, how would you rate the "quality" of your food today?

Very Good Good Fair Poor

Please feel free to provide comments or recommendations.

Comments/Recommendations:

Thank you for completing our survey. Your answers will be kept confidential.

See reverse for English version of survey

COMPREHENSIVE NUTRITION PROJECT (CNP)
FY 06 – 07 CUESTIONARIO

Fecha de Hoy: _____

Masculino _____ Femenina _____ Centro: _____

Para darle mejor servicios, favor de decirnos que piensa Ud. de la comida que se le sirvió hoy. Su opinión es muy importante para nosotros. Favor de marcar con una "X" a la respuesta que más indica su opinión.

1. ¿En su opinión, que tan bien estaba "preparada" la comida?

Muy Bien Bien Más o Menos Mal

2. ¿En su opinión, que tal estaba la "temperatura" de la comida?

Muy Bien Bien Más o Menos Mal

3. ¿En su opinión, como estaba de "especias"?

Muy Bien Bien Más o Menos Mal

4. ¿En su opinión, como estaba el "sabor"?

Muy Bien Bien Más o Menos Mal

5. ¿En su opinión, como estaba la "calidad" de la comida?

Muy Bien Bien Más o Menos Mal

Si tiene algún comentario or recomendación, favor de indicar aquí.

Comentarios/Recomendaciones:

Gracias por su participación con este cuestionario. Sus respuestas son confidencial.

City of San Antonio
Department of Community Initiatives
Senior Services Division

COMPREHENSIVE NUTRITION PROJECT
CONSUMER SURVEY 2006-2007

Center _____ Date _____

Age _____ Race _____ Gender _____

This survey is to help City staff determine if the nutrition program is beneficial to you and to obtain your input on how we can better serve you. Fill in the circle that BEST represents your opinion regarding the following questions.

1. How many times a week do you attend the nutrition center?

1-2 times a week 3-5 times a week

2. How long have you been attending a nutrition center?

1 year or less 2-5 years 6 years or more

3. Is the meal prepared at the center the only major cooked meal of the day for you?

Yes No

4. How many times a day do you eat a meal?

1 2 3 4

5. Do you relax and socialize more since attending the center?

Yes Somewhat No Not sure

6. How do you arrive at the center?

Walk Center van Own transportation

Car pool Public Transportation Live at Center Other

7. How many times a month do you use the Nutrition Center Van?

0 1 2 3 4

8. Approximately how many miles away do you live from the center?

Less than 1 mile 1-3 4-6 7-9 10 or more miles

9. Are you treated with courtesy and respect by City CNP staff who visit the center?

Yes Somewhat No Not sure

10. Is it easy for you to find information about the nutrition center and its activities?

Yes Somewhat No Not sure

11A. Does the center offer health and nutrition classes?

Yes Somewhat No Not sure

11B. If yes, have the health and nutrition classes offered by the center improved your knowledge about health, diet and exercise?

Yes Somewhat No Not sure

11C. How to prepare a healthy meal?

Yes Somewhat No Not sure

12. Are you exercising more since attending the center?

Yes Somewhat No Not sure

13. Has coming to the center improved your quality of life?

Yes Somewhat No Not sure

14A. Are you satisfied with the services you receive at the center?

Yes Somewhat No Not sure

14B. If not, how can the services be improved? _____

15. If you did not attend the center, what would you do? _____

COMMENTS: _____

___ Thank you for answering this survey. Your opinion counts!

Funded by the Texas Department on Aging and Disability Services.

Revised: May 25, 2004

CIUDAD DE SAN ANTONIO
Departamento De Iniciativas En La Comunidad
Oficina de Servicios Para Personas de Edad Mayor

COMPREHENSIVE NUTRITION PROJECT - CNP 2006-2007

CENTRO _____ FECHA _____

Edad _____ Raza _____ Género M _____ F _____

Este cuestionario es para determinar si el Proyecto de Nutrición le ayuda a Ud. Favor de marcar su respuesta a las siguientes preguntas.

1. ¿Cuántos días por semana viene Ud. al centro?
1-2 veces por semana 3-5 veces por semana
 2. ¿Cuántos años tiene Ud. de ser miembro de este centro?
1 año o menos 2 - 5 años 6 años o mas
 3. ¿Es la comida que recibe en el centro, la unica comida que esta preparada para Ud?
Sí No
 4. ¿Cuántas comidas por día come Ud.?
1 2 3 4
 5. ¿Ahora que Ud. viene al centro, tiene mas oportunidad de recreo y de compartir un buen tiempo con sus amigos?
Sí mas o menos No No estoy segura
 6. ¿Cómo viene Ud. al centro?
Camino Me levanta el bus del centro Mi carro
Con otro participante VIA mi residencia es en el centro de nutrición Otra manera
 7. ¿Cuántas veces por mes usa Ud el bus del centro de nutrición?
0 1 2 3 4
 8. ¿Cuántas millas vive Ud. del centro?
Menos de 1 milla 1 - 3 4 - 6 7 - 9 10 o mas
- ¿Cuando el personal de la ciudad visita este centro, son cordial con Ud.?
- Sí Un Poco No No estoy segura(o)

10. ¿Se le da información tocante las actividades del centro frecuentemente?

Si

Un Poco

No

No estoy segura(o)

11A. ¿Ofrece el centro clases de nutrición y tocante su salud?

Si

Un Poco

No

No estoy segura(o)

11B. Si contesto "si" ¿te han ayudado las clases mejorar su dieta, salud y ejercicios?

Si

Un Poco

No

No estoy segura(o)

11C. ¿Como preparar mejores comidas?

Si

Un Poco

No

No estoy segura(o)

12. ¿Desde que esta atendiendo el centro, ha aprendido Ud. hacer ejercicios?

Si

Un Poco

No

No estoy segura(o)

13. ¿Ha mejorado su vida porque viene al centro?

Si

Un Poco

No

No estoy segura(o)

A. ¿Esta Ud. satisfecha (o) con los servicios que recibe aqui en el centro?

Si

Un Poco

No

No estoy segura(o)

14B. Si no, ¿ como se pueden mejorar? _____

15. ¿Si no existieràn centros como este, que haría Ud. con su tiempo? _____

COMENTARIOS: _____

Gracias por su tiempo. ¡ Su opinion cuenta!

Funded by the Texas Department on Aging and Disability Services.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Training

POLICY: COSA will ensure all required training is provided. 40 TAC 84.5.

PROCEDURE:

1. Provide at least **one hour** of training to all staff and volunteers who serve meals. The training will be provided before assuming duties and include:
 - a. Client Confidentiality
 - b. Procedures used in handling emergency situations involving clients
 - c. Sanitary methods used in serving and delivering meals
 - d. General knowledge and basic techniques of working with persons who are aged and persons who are disabled
 - e. Personal hygiene.

1. Provide at least **two hours** of training to all staff and volunteers who come in contact with clients in a capacity other than just serving the meal. The training will be provided before assuming duties and include:
 - a. Client confidentiality;
 - b. Procedures used in handling emergency situations involving clients
 - c. Sanitary methods used in serving and delivering meals
 - d. General knowledge and basic techniques of working with persons who are aged and persons who are disabled
 - e. Personal hygiene
 - f. Orientation in applicable DADS, Bexar AAA, and provider forms, rules, policies and procedures.

3. Provide at least **two hours** of training to the food service supervisor(s). The training will be provided before assuming duties and include:
 - a. Personal hygiene
 - b. Food storage, preparation and service
 - c. Equipment cleaning before, during and after meal service
 - d. Selection of proper utensils and equipment for transporting and serving food
 - e. Automatic and manual dishwashing procedures

4. Provide an additional **six hours** of training to the food service supervisor. The training will be completed no later than 30 days after assumption of duties and include:
 - a. Practical procedures for food preparation, storage and serving;
 - b. Portion control of food in appropriate dishes
 - c. Use of standardized recipes
 - d. Nutritional needs and meal pattern requirements of older adults to be served
 - e. Quality control of:
 1. Flavor
 2. Consistency
 3. Texture
 4. Temperature
 5. Appearance (including the use of garnishes)

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

5. Ensure the food service supervisor comply with the Texas Department of Health Services rules regarding the knowledge and demonstration of a food protection manager
6. Maintain documentation verifying completion of all training activities.
 - a. Prepare Quarterly Training Program and Report
7. Additional training resources may include:
 1. City sponsored Food Handler Training Courses
 2. Texas Cooperative Extension sponsored Texas Dept of Health Food Management & Safety Course
 3. American Heart Association First Aid and CPR Courses

APPENDIX

1. Staff and Volunteer Training Record Form

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Compliance

POLICY: COSA will comply all federal, state, and local requirements for nutrition service providers and congregate meal sites.

PROCEDURES:

3. Require all meal participants to complete a Nutritional Risk Assessment annually.
4. Offer meals five days a week, unless a waiver from Bexar AAA and DADS is obtained. Waiver will include:
 - a. Affected area
 - b. Which days meals will be provided
 - c. Condition(s) that makes the request necessary
5. Provide monthly nutrition education. Have a written annual plan for nutrition education which identifies subject matter, presenter, materials used, and source of information presented.
6. Comply with the Older Americans Act, §311, concerning surplus commodities and United States Department of Agriculture Food Distribution Regulations, 7 Code of Federal Regulations, Part 350; must ensure that only eligible meals served by Older Americans Act funded projects are reported for reimbursement; and must ensure that cash will only be used to purchase food grown in the United States.
7. Recover the full meal cost of meals served to ineligible clients. Payment must be receipted separately from contributions and handled the same as program income. The full meal cost shall be posted in a prominent location and easily visible to guests.
8. Ensure all food preparation, handling, and service activities shall comply with Texas Department of Health Division of Food and Drug, "Rules on Food Service Sanitation." The contractor must provide a copy of all required inspection results to the area agency on aging within five calendar days of receipt of the results.
9. Offer meals that comply with Dietary Guidelines for Americans and recommended dietary allowances. Meals must meet, at a minimum, 1/3 of the recommended daily allowance for adults.
10. Ensure each meal included on the menu and a list of allowable substitutions be approved by a dietician consultant as meeting 1/3 of the recommended dietary allowance (RDA) for older adults, the Dietary Guidelines for Americans, and provide for variety in flavor, consistency, texture, and temperature. The approval must occur and be documented prior to the date the meal is served. The dietary consultant must be a registered dietician who is:
 - a. licensed by the Texas State Board of Examiners of Dieticians; or
 - b. Has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.
11. Plan and manage food production by using standardized recipes.
12. If providing therapeutic meals, menu will be based on the participant's medical condition as documented by his/her physician.
13. Provide frozen, chilled, or shelf-stable meals only if the provider has assessed that:
 - a. Sanitary and safe conditions exist for storage, thawing and reheating by the participant
 - b. Meals can be safely handled by the participant or another available person if the participant is confused, frail, or otherwise unable to safely handle the meal.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

14. If food is transported,
 - a. Use supplies and carriers so hot foods are packaged and transported separately from cold foods.
 - b. Require meal carriers used to transport containers that may be easily damaged will be enclosed to protect food from contamination, crushing or spillage, and will be equipped with hot or cold sources to maintain safe temperatures.
 - c. Require meal packaging:
 - i. Be sealed to prevent moisture loss or spillage, and to maintain safe temperatures
 - ii. Have compartments to separate foods
 - iii. Be easy for the participant to open.
15. Ensure holding time for hot food does not exceed four hours from the time the food is cooked or reheated until it is served to the participant.
16. Wrapped straws will be provided for milk and served drinks.
17. Congregate Food shall be consumed in the Dining Room only.
18. Menus for the month will be delivered to each participant and posted in an accessible location in the Dining Room.
 - a. Standard meals are regular meal from the standard menu and served to most eligible participants that meet the state requirements.
 - b. Diabetic meals are for participants who require special consideration for sugar intakes.
19. The only foods that may be taken out of the center which were served with the noon meal are: Cakes, cookies, bread, rolls, and fresh fruit. It must be wrapped unless citrus fruit or bananas. Heated entrees, vegetables, canned fruit, milk; condiments will not be taken from the center unless packaged for homebound meal takeout by center staff or frozen for take out.
20. All dishes, plates, cups, serving items will be washed and dried in accordance with food and sanitation procedures.
21. Special Eating utensils will be available for individuals with disabilities.
22. Ensure the food service supervisor comply with the Texas Department of Health Services rules regarding the knowledge and demonstration of a food protection manager
23. Maintain documentation verifying completion of all training activities.
24. Conduct in-house monitoring to:
 - a. Document holding times, safe temperatures, and meal quality
 - b. Program compliance.
25. Obtain written approval from the Bexar AAA prior to subcontracting meal preparation.
26. Have a written emergency plan that provides for the availability of food in emergencies and disasters.
27. Promptly initiate investigation by the local health authorities of complaints involving two or more persons with symptoms of food borne illnesses within a similar timeframe, and report such complaints to the Bexar AAA.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: SUBCONTRACTED SERVICES

POLICY: Meal providers that subcontract meal preparation or delivery shall obtain written approval from Bexar Area Agency on Aging. 40 TC 84.5 (x)

PROCEDURE:

Annually, COSA will send a letter to BAAA requesting approval for subcontracting meal preparation services from COSA City Council Approved meal provider.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Safety & Temperature Checks

POLICY: The Nutrition Site Manager will monitor temperatures of food upon delivery and prior to serving the food to meal participants.

PROCEDURE:

1. Food Service staff will check temperature of food when delivered to the nutrition site by the subcontractor.
 - a. Potentially hazardous hot foods shall be kept at 135 degrees or over
 - b. Hot foods that are not hazardous shall be kept at 110 degrees or over
 - c. Potentially hazardous hot foods shall be kept at 40 degrees or under
 - d. Cold foods that are not hazardous shall be kept at 55 degrees or under
2. Food service staff will maintain a log to record the temperature checks for each day food is served to meal participants. The person who registers the food temperature shall initial the entry in the log.
3. Meal service will be postponed until the temperature meets the required standard to insure that potentially hazardous foods are kept out of the danger zone.
4. Freezers shall be maintained at a temperature of 0 degrees. Refrigerators shall be maintained at temperatures of 40 degrees or below.
5. Power outages or malfunctions of equipment shall be reported immediately to management. If food service equipment is non-functional to maintain safe food service, then the Emergency Management Plan shall be put in effect for the day's meal.
6. In case of emergency situations, the meal subcontractor shall be notified immediately to make delivery or meal adjustments.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Food Borne Illness Complaints

POLICY: COSA will immediately investigate possible food borne illness complaints.

PROCEDURE:

1. Report complaint in writing to the CNP Nutritionist.
2. Investigate to determine if two or more individual participants have similar complaint within a similar time frame.
3. Report complaint to local health authority within 24 hours of complaint.
4. Notify Subcontractor of Meal preparation services of complaint
5. Notify Bexar Area Agency on Aging immediately after investigation
6. Prepare written investigation and corrective action taken for BAAA and DADS within 24 hours.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Nutrition Education

POLICY: Nutrition and Health Education seminars and classes will be presented monthly.

PROCEDURE:

1. COSA will coordinate or sponsor guest speakers, classes, multi-media activities to promote good nutrition and health practices to program participants.
 - a. Staff will maintain a file of program outlines and materials that includes date, topic, source, presenter and number in attendance or whom the information was provided.
2. COSA will record program participants in nutrition education and provide a copy to BAAA monthly.
3. COSA will prepare an annual nutrition education that identifies subject matter, presenter and source of information.

Department of Community Initiatives
Senior Services Division
Comprehensive Nutrition Project

Nutrition Education

Date Class is Given: _____ Person Giving Class: _____

Time of the Training: _____

Center Name: _____

Topic _____

Name

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____

Date that HB Nutrition Education is sent out: _____

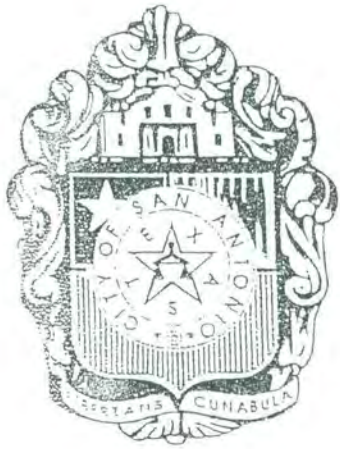
CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Facility Identification

POLICY: COSA will ensure facilities providing OAA funded services are easy to locate.

PROCEDURE:

1. Signs will be placed in a manner that allows participants to easily locate our CNP dining hall areas.
2. COSA will identify all funding sources within dining facility.
3. Signs and logos will be identified on agency program brochures, printed materials, and websites.



Serving Our Senior Citizens

**Senior
Services Division**

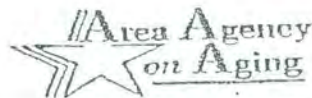
Funding Sources:

City of San Antonio
General Fund

Texas Department of Aging
& Disability Services (DADS)
Through The Alamo Area Council
Of Governments (AACOG)

CITY OF SAN ANTONIO

DEPARTMENT OF
COMMUNITY INITIATIVES



Funded through the Texas Department on Aging
Alamo Area Council of Governments

La Oficina de Servicios para los Ancianos tiene como su meta el bienestar de estas personas por medio de los siguientes Proyectos:

PROYECTO DE NUTRICIÓN

Provee una comida a medio día para personas 60 años de edad y mayor y su esposo(a) que viven en el condado de Bexar. Estas comidas se dan en un Centro Social con ambiente familiar y amistoso, además ofrecen los siguientes servicios:

- Transportación para la tienda de comestibles, sitios turísticos y otras actividades de recreación
- Consejos y asistencia con programas sobre Seguro Social, beneficios médicos y estampillas de comida.

Al presente hay 60 sitios de nutrición en la Ciudad de San Antonio y en el Condado de Bexar. Los sitios están abiertos de lunes a viernes 10:00 de la mañana a 2:00 de la tarde.

Todos los servicios son gratis pero se aceptan donaciones.

TELÉFONO: 207-7172

PROYECTO DE TRANSPORTACIÓN

Para personas 60 años de edad y mayor. Los servicios de transportación son para los siguientes lugares:

- Abogado
- Banco financiero
- Doctor, hospital o laboratorio médico
- Estampillas
- Tienda de comestibles

Si necesita transportación, se requiere 3 días de aviso. Las horas de servicio son de 6:00 de la mañana a 6:00 de la tarde de lunes a viernes.

Los servicios se ofrecen en todo el Condado de Bexar son gratis pero se aceptan donaciones.

TELÉFONO: 207-6680

ASISTENCIA PARA AYUDARLE CON SERVICIOS SOCIALES

Se proveen los siguientes servicios a las personas de edad mayor que residen en la Ciudad de San Antonio:

- Asistencia con su compra de medicinas o equipo médico
- Asistencia con su pago de luz y agua
- Asistencia en su casa con Ayudante de enfermera Ayudante de quehaceres
- Coordinación con otras agencias para que reciba asistencia con otros servicios sociales

TELÉFONO: 212-9059

Comprehensive Nutrition Project

Provides elderly persons 60 years and older and their spouses in Bexar County with a nutritionally balanced noon meal in a congregate setting and with supportive services, which consist of:

- * Counseling
- * Escort Services
- * Information & Referral
- * Nutrition Education
- * Outreach Activities
- * Recreation Activities
- * Shopping Assistance
- * Transportation

There are currently 76 senior nutrition sites operating throughout San Antonio and Bexar County, Monday through Friday from 10:00 a.m. to 2:00 p.m. All services are free of charge; however, contributions are encouraged.

Telephone Number: 207-7172

Central Office:
700 S. Zarzamora #205
SAN ANTONIO, TX 78207
HOURS:
7:45 AM-4:30 PM

The mission of the Senior Services Division is to enhance the social, psychological, and physiological well-being of older and disabled citizens in San Antonio and Bexar County.



Supportive Services for the Elderly Project

Provides persons, 60 years and older with door to door transportation for essential appointments, such as: medical appointments, food stamps, legal aid, social security office visits, grocery shopping, and banking. Service hours are Monday through Friday, 6:00 A.M. to 6:00 P.M. Services are provided throughout Bexar County and free of charge. Donations are encouraged.

Telephone Number: 207-6680

Resource & Referral Services

Provides resource access and referral services to elderly citizens living within the City of San Antonio. Services are designed to provide seniors One-Stop access to senior resources and benefits.

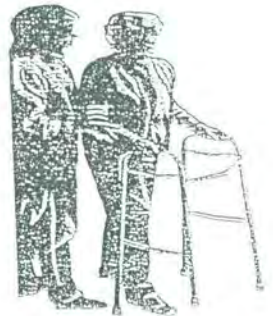
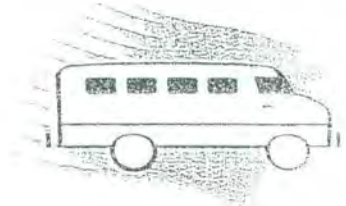
Services include:

- * Comprehensive Assessments
- * Service Coordination
- * Emergency Assistance for the Elderly
- * City Homemaking Program
- * Benefits Counseling
- * Referrals to Social Service Agencies

Telephone Number: 212-9059

Through these programs, the Senior Services Division (SSD) provides services to assist elderly and disabled citizens to remain in their own homes, to enhance their independence and promote an improved quality of life.

SSD is continually seeking out new programs and services to meet the critical needs of elderly and disabled individuals in San Antonio and the surrounding area.



CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Disaster and Emergency Management Plan

POLICY: COSA will be prepared in the event an emergency or disaster interferes with normal service delivery. 40 TAC 83.1(k)

PROCEDURE:

In the event of an emergency, whether it is weather related, civil defense, man-made or specific situations involving the CNP nutrition sites, the following guidelines will apply:

1. The City of San Antonio (COSA) will consult with the Bexar Agency on Aging/Alamo Area Council of Governments (AACOG).
2. COSA will appoint a Safety Coordinator to work with the Risk Management Department to develop appropriate responses in the event of an identified emergency situation.
3. COSA in order to meet the needs of the elderly will participate in planning activities with district disaster committees and other human service agencies plus use existing resources to provide medical attention and soften the impact a disaster can have on the elderly population.
4. COSA will keep open the five City operated nutrition sites and will provide food and shelter as needed. The emergency meal plan is already listed in the CNP operations manual. This emergency meal plan can also apply at a time when a nutrition site cannot provide meal services on its own.
5. The Dietitian for the CNP will offer training in nutrition and emergency meal preparation to the staff from the senior nutrition sites.
6. COSA will provide authorized services to the elderly victims of disaster. This includes coordinating transportation efforts with the State Department of Highways and Public Transportation, VIA and other private transportation providers
7. In order to assist the elderly victims of a disaster, COSA will work with agencies like City Year, Habitat for Humanity, American Red Cross and other related service providers to complete minor home repairs including ramps, steps and other repairs needed for degreed self sufficiency.
8. COSA, when possible will assist the elderly in contacting the Federal Emergency Medical Agency (FEMA) for funding to restore losses incurred by the disaster.
9. COSA will work with disaster assistance advocates to assure older victims receive approved grants and services and are protected from unscrupulous repair contractors.
10. COSA will assist in providing transportation services to move elderly disaster victims from temporary housing back to their own place of residence.
11. Hot weather can be a serious emergency for the elderly population. In response, COSA will work closely with the Risk Management Health Department to offer several methods of relief from heat related emergencies and preventative measures that can be taken to avoid injuries from heat. COSA's emergency plan includes, but not limited to the following:

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

- 1) Calling 911 if necessary.
 - 2) Using established nutrition sites and other community centers to provide information on how to keep cool.
 - 3) Instructing the elderly to drink plenty of fluids during hot weather.
 - 4) Make the elderly aware of the Heat Index and how it can affect their health.
12. This Emergency Management Policy will be revised as needed to provide efficient and effective response to any emergency or disaster affecting the lives of the elderly population in San Antonio.



CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION
COMPREHENSIVE NUTRITION PROGRAM

IF YOU WANT TO ENJOY A DAILY HOT NOON MEAL (MON – FRI) & HAVE LOTS OF FUN, PLEASE JOIN US AT ONE OF THE FOLLOWING CENTERS:

(FOR PERSONS 60 YEARS & OLDER AND THEIR SPOUSE, EVEN IF HE/SHE IS YOUNGER.)

SI UD. QUIERE PASAR UN BUEN TIEMPO Y COMER UNA COMIDA CALIENTE A MEDIO DIA 5 DIAS (LUNES -VIERNES) POR SEMANA EN UN AMBIENTE FAMILIAR, FAVOR DE COMUNICARSE CON UNO DE LOS SIGUIENTES SITIOS:

(PARA PERSONAS DE 60 AÑOS Y MAYOR Y PARA SU ESPOSO (A) AÚN QUE NO TENGA 60 AÑOS)

Senior Services Division
Comprehensive Nutrition Project
2300 W. Commerce, Suite 203, San Antonio, Texas 78207
Phone: 207-7172

Bethany United Methodist Church Phone -- 655-5473 4102 Eisenhower (78218)	Bethel United Methodist Church Phone -- 433-3599 227 S. Acme Rd (78237)
Blanco Apartments Phone -- 477-6302 906 W. Huisache (78201)	Bob Ross Senior Multi-Service Health & Resource Center Phone -- 207-5300 2219 Babcock (78229)
Centro del Barrio <i>(*Exclusively for the frail elderly only)</i> Phone: 927-9546 123 Ascot (78224)	Christ the King Catholic Church Phone -- 434-3027 2610 Perez St. (78207)
Claude W. Black Center Phone -- 226-8561 2805 E. Commerce (78203)	Comanche Park #2 (Aldersgate) Phone -- 333-0414 2600 Rigsby (78222)
Crestview Baptist Church Phone -- 655-7451 8101 Eaglecrest Blvd. (78239)	Disciples Ministries Center Phone: 822-4345 1744 W. Gramercy Pl. (78201)
El Carmen Catholic Church Phone -- 626-2485 18555 Leal Rd. (78221)	Ella Austin Community Center Phone -- 224-2351 1023 N. Pine (78202)
Fair Avenue Apartments Phone -- 477-6337 1215 Fair Ave. (78223)	George Cisneros Apartments Phone -- 477-6323 3003 Weir Ave. (78226)
Good Samaritan Center Phone -- 434-5531 ext. 347 1600 Saltillo (78207)	Good Shepherd Lutheran Church Phone -- 333-0460 1630 Goliad Rd. (78223)
Granada Apartments Phone -- 225-2645 311 S. St. Mary's (78205)	Harlandale Senior Center Phone -- 924-4771 115 W. Southcross (78221)
Holy Family Catholic Church Phone -- 433-4265 152 Florencia (78228)	Hope of Glory Center Phone -- 928-1818 339 W. Hutchins (78221)
Immaculate Heart of Mary Catholic Church Phone - 226-8268 617 S. Santa Rosa (78204)	Jewett Circle Apartments Phone -- 477-6357 425 SW 34th St. (78237)
Kenwood Community Center Phone -- 732-0361 305 Dora St. (78212)	Legacy @ O'Connor Apartments Phone -- 946-3900 13842 O'Connor (78233)
Legacy @ Science Park Apartments Phone -- 431-7400 5803 Ingram (78228)	MacArthur Park Lutheran Church Phone -- 824-7135 2903 Nacogdoches (78217)

Madonna Apartments Phone -- 432-2374 7710 Madonna (78216)	Matt Garcia Apartments Phone -- 477-6381 6114 Pecan Valley Dr. (78223)
Meadowood Acres Apartments Phone -- 677-0954 12703 Cinco de Mayo (78252)	Mission San Jose Catholic Church Phone -- 923-8681 701 E. Pyron (78214)
Mt. Zion Sheltering Arms Phone -- 225-7111 3238 Martin Luther King Dr. (78220)	Nueces Bend Apartments Phone -- 522-0440 3503 Camino Real Rd. (78238)
Newell Retirement Apartments Phone -- 824-6001 6918 E. Sunbelt Dr. (78218)	O'Keefe Gardenbrook Apartments Phone -- 674-7847 8734 Gardenbrook (78245)
OP Schnabel Apartments Phone -- 226-8561 919 S. Main Avenue (78204)	Our Lady of Angels Catholic Church Phone -- 923-6270 1212 Stonewall (78211)
Our Lady of Guadalupe Catholic Church Phone -- 223-5738 1321 El Paso (78207)	Our Lady of Sorrows Catholic Church Phone -- 733-1247 3107 N. St. Mary's St. (78212)
Oxford Methodist Church Phone -- 696-0192 9655 Huebner Rd. (78240)	Palacio del Sol Apartments Phone -- 224-0442 400 N. Frio (78207)
Parkview Apartments Phone -- 477-6416 114 Hickman St. (78212)	Pecan Hill Apartments Phone -- 477-6417 1600 W. Lawndale Dr. (78209)
Pin Oak Apartments Phone -- 477-6421 7190 Oaklawn (78229)	Presa Senior Center Phone -- 532-5295 3721 S. Presa St. (78210)
Primrose at Mission Hills Phone -- 534-5380 6630 S. New Braunfels (78223)	Primrose at Monticello Park Phone -- 733-8300 2803 Fredericksburg Rd. (78201)
Rolling Oaks Baptist Church Phone -- 590-4177 6401 Wenzel @ Toepperwein (78233)	Roseville Apartments Phone -- 337-6925 4139 E. Houston St. (78220)
Sacred Heart Catholic Church Phone -- 226-3536 2123 W. Commerce St. (78207)	Salvation Army - Homeless Phone -- 226-2291 226 Nolan (78202)
Salvation Army - Hope Center Phone -- 352-2000 or 352-2010 515 W. Elmira St. (78212)	Salvation Army (Peacock Center) Phone -- 733-0665 2810 W. Ashby (78201)
San Juan De Los Lagos Catholic Church Phone -- 434-6361 or 433-9722 3231 El Paso St. (78207)	Shepherd King Lutheran Church Phone -- 344-5881 303 W. Ramsey (78216)
Sinkin William R Apartments Phone -- 477-6628 1518 Amanda (78210)	Somerset Senior Center Phone -- 1-830-429-3442 or 701-3143 19375 "K" St. (P. O. Box 752), Somerset, TX (78069)
South San Senior Center Phone -- 924-4691 503 Lovett (78211)	St. Alphonsus Catholic Church Phone -- 432-8311 1200 S. Rosillo (78207)
St. Andrew's United Methodist Church Phone -- 821-6800 722 Robinhood (78209)	St. Anthony Catholic Church Phone -- 635-8570 16432 Kilowatt, Elmendorf, Texas (78112)
St. Anthony de Padua Catholic Church Phone -- 824-1743 102 Lorenz (78209)	St. Bonaventure Catholic Church Phone -- 923-0899 1918 Palo Alto Rd. (78211)

St. Henry's Catholic Church Phone -- 225-6877 1619 S. Flores (78204) * <i>Temporarily Closed for remodeling</i>	Jardin de St. James Catholic Church Phone -- 532-9239 420 Nunes (78225)
St. Jude's Catholic Church Phone -- 432-8814 130 S. San Augustine Ave. (78237)	St. Margaret Mary's Catholic Church Phone -- 532-4777 1314 Fair Ave. (78223)
St. Mary Magdalen Catholic Church Phone -- 735-2897 1710 Clower (78201)	St. Mark the Evangelist Catholic Church Phone -- 494-1606 1602 Thousand Oaks Drive (78232)
St. Matthews Catholic Church Phone -- 478-5017 10703 Wurzbach (78230)	St. Timothy Catholic Church Phone -- 432-4477 1515 Saltillo (78207)
St. Vincent de Paul Catholic Church Phone -- 676-1800 4222 SW Loop 410 (78227)	Sunshine Plaza Apartments Phone -- 477-6462 455 E. Sunshine (78228)
University Baptist Church Phone -- 699-1065 6465 Babcock Rd. (78249)	Victoria Plaza Apartments Phone -- 477-6495 411 Barrera (78210)
Villa Alegre Apartments Phone -- 675-6411 6902 Marbach (78227)	Villa O'Keefe Apartments Phone -- 333-3461 2106 S WW White Rd. (78222)
Villa Tranchese Apartments Phone -- 477-6325 307 Marshall St. (78212)	Virginia Gill Community Center Phone -- 675-2123 7902 Westshire (78227)
Walnut Apartments Phone -- 349-1076 3822 West Ave. (78213)	West End Park Senior Center Phone -- 737-1054 1226 N. W. 18th St. (78201)

* \$.50 DONATION PER MEAL ACCEPTED

* SE ACEPTA DONACIÓN DE \$.50 POR COMIDA

Revised --- October 31, 2007



Funded through the Texas Department on Aging
Albino Area Council of Governments

CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
SENIOR SERVICES DIVISION
COMPREHENSIVE NUTRITION PROGRAM

Senior Services Division
Comprehensive Nutrition Project
2300 W. Commerce, #203 (78207)
Phone: 207-7172

<u>District 1</u>	
Blanco Apartments Estella Molina -- 477-6302 906 W. Huisache (78201)	Sacred Heart Church Ms. Ruth Espinoza -- 226-3536 2123 W. Commerce St. (78207)
Granada Apartments Ms. Gina Hussey -- 225-2645 311 S. St. Mary's (78205)	Salvation Army - Hope Center Ms. Lillie Bathazar -- 352-2000 or 352-2010 515 W. Elmira St. (78212)
Immaculate Heart of Mary Church Ms. Olga Gonzales -- 226-8268 617 S. Santa Rosa (78204)	St. Henry's Temporarily closed for construction
Kenwood Community Center Ms. Betty Eckert -- 732-0361 305 Dora St. (78212)	St. Mary Magdalen Church Mary Escobedo -- 735-2897 or 735-3700 1710 Clower (78201)
Madonna Apartments Beverly Rendon -- 477-6375 7710 Madonna (78216)	Victoria Plaza Apartments Sandra Gonzalez -- 477-6495 411 Barrera (78210)
OP Schnabel Apartments Mr. Benjamin Dominguez -- 224-1753 919 S. Main Avenue (78204)	Villa Tranchese Apartments -- 477-6325 307 Marshall St. (78212)
Our Lady of Sorrows Church Ms. Maria Cardenas-- 733-1247 3107 N. St. Mary's St. (78212)	Walnut Apartments Mary Escobedo -- 349-1076 3822 West Ave. (78213)
Parkview Apartments Gloria Barnett -- 477-6416 114 Hickman St. (78212)	West End Park Senior Center Esther Hernandez -- 737-1054 1226 N. W. 18th St. (78201)
<u>District 2</u>	
Bethany United Methodist Church Jeannie Whitehurst -- 655-5473 4102 Eisenhower (78218)	Roseville Apartments Ella Edwards-- 337-6925 4139 E. Houston St. (78220)
Claude W. Black Center Benjamin Dominguez -- 226-8561 2805 E. Commerce (78203)	Salvation Army - Homeless Mr. Bobby McFarland -- 226-2291 226 Nolan (78202)
Comanche Park #2 (Aldersgate) Ms. Candie Hill -- 333-0414 2600 Rigsby (78222)	Sinkin William R. Apartments Ofelia Martinez -- 477-6628 1518 Amanda St. (78210)
Ella Austin Community Center Ms. Barbara Williams -- 224-2351 1023 N. Pine (78202)	Villa O'Keefe Apartments Ms. Amber Hill -- 333-3461 2106 S W/W White Rd. (78222)
Mt. Zion Sheltering Arms Mary Lou Katzenberger -- 225-7111 3238 Martin Luther King (78220)	

<u>District 3</u>	<u>District 3</u>
Fair Avenue Apartments Janie Castillo -- 477-6337 1215 Fair Ave. (78223)	St. Margaret Mary's Church Ms. Mary Veia -- 532-4777 1314 Fair Ave. (78223)
Good Shepherd Lutheran Church Lana Dudley --333-0460 1630 Goliad Rd. (78223)	
	<u>District 4</u>
Harlandale Senior Center Ms. Eva Borrego -- 924-4771 115 W. Southercross (78221)	Our Lady of Angels Catholic Church Ms. Pauline Luna -- 923-6270 1212 Stonewall (78211)
Hope of Glory Ms. Elida Hernandez -- 928-1818 339 W. Hutchins (78221)	South San Senior Center Ms. Consuelo Castillo -- 924-4691 503 Lovett (78211)
Mat Garcia Apartments Beverly Stacey -- 477-6381 6114 Pecan Valley Dr. (78223)	St. Bonaventure Catholic Church Linda Hurst -- 923-0899 1918 Palo Alto Rd. (78211)
Mission San Jose Ms. Bettie Williams -- 923-8681 701 E. Pyron (78214)	St. Vincent de Paul Ms. Linda Woodring -- 670-1800 4222 SW Loop 410 (78227)
Presa Senior Center Ms. Mary Alice Lopez -- 532-5295 3721 S. Presa St. (78210)	Virginia Gill Community Center Loudeyne Johnson -- 675-2123 7902 Westshire (78227)
Primrose at Mission Hills Ms. Margie Rosales -- 534-5380 6630 S. New Braunfels (78223)	*Centro Del Barrio Ms. Consuelo Castillo -- 927-9546 123 Ascot (78224) <i>*Exclusively for the frail elderly</i>
<u>District 5</u>	<u>District 6</u>
Christ the King Church Ms. Maria Elena Cardenas -- 434-3027 2610 Perez St. (78207)	Bethel Senior Center Ms. Ruby Johnson -- 433-3599 227 S. Acme Rd (78237)
George Cisneros Apartments Judy Barrientes -- 477-6323 3003 Weir Ave. (78226)	Jewett Circle Apartments Diana Lamon -- 477-6357 425 SW 34th St. (78237)
Good Samaritan Center Mr. Jesse Borrego -- 434-5531, ext. 330 1600 Saltillo St. (78207)	O'Keefe Gardenbrook Apartments Angie Gonzalez -- 674-7847 8734 Gardenbrook (78245)
Our Lady of Guadalupe Catholic Church Mrs. Estanislada Mendez -- 223-5738 1321 El Paso (78207)	St. Jude's Catholic Church Ms. Gloria Luna -- 432-8814 130 S. San Augustine Ave. (78237)
Palacio del Sol Jorge Sainas -- 224-0442 400 N. Frio (78207)	Villa Alegre Apartments Lupe Lozano -- 675-6411 6902 Marbach (78227)
San Juan De Los Lagos Church Ms. Lupita Olivares -- 434-6361 or 433-9722 3231 El Paso St. (78207)	
St. Alphonsus Church Mr. Gilbert Saucedo -- 432-8311 1200 S. Rosillo (78207)	
Jardin de St. James Ms. Gloria Zamorz -- 532-9239 420 Nunes (78225)	
St. Timothy Catholic Church Ms. Candelaria Balderas -- 432-4477 1515 Saltillo (78207)	

<u>District 7</u>		<u>District 7</u>	
Disciples Ministries Center Ms. Anita Branstetter - 822-4345 1744 W. Gramercy Pl. (78201)		Salvation Army (Peacock Center) Ms. Alejandra Mendosa -- 733-0665 2810 W. Ashby (78201)	
Holy Family Catholic Church Ms. Liz Jimenez -- 433-4265 152 Florencia (78228)		Sunshine Plaza Apartments Tom Sleeper -- 477-6462 455 E. Sunshine (78228)	
		<u>District 8</u>	
Legacy @ Science Park Apartments Ms. Teresa Flores -- 431-7400 5803 Ingram Rd. (78228)		Bob Ross Senior Multi-Service Health & Resource Center Ms. Catherine Rouse -- 207-8182 2219 Babcock (78229)	
Nueces Bend Apartments Amelia Velasquez -- 522-0440 3503 Camino Real (78238)		Oxford Methodist Church Pastor James Galloway-Edgar -- 696-0192 9655 Huebner Rd. (78240)	
Pin Oak Ms. Stella Martinez -- 477-6421 7190 Oaklawn (78229)		St. Matthews Catholic Church Ms. Georgia Wall -- 691-8947 10703 Wurzbach (78230)	
Primrose at Monticello Park Sylvia Guerra -- 733-8300 2803 Fredericksburg Rd. (78201)		University Baptist Church Rob Adair -- 699-1065 6465 Babcock Rd. (78249)	
<u>District 9</u>		<u>District 10</u>	
Pecan Hill Apartments Ms. Olivia Chavez -- 477-6417 1600 W. Lawndale Dr. (78209)		The Legacy @ O'Connor Apartments Sandy Couch -- 946-3900 13842 O'Connor Rd. (78233)	
Shepherd King Lutheran Church Ms. Shirley Schultz -- 344-5881 303 W. Ramsey (78216)		MacArthur Park Lutheran Church Judy Bell -- 824-7135 2903 Nacogdoches Rd. (78217)	
St. Anthony de Padua Ms. Yvonne Barloco -- 824-1743 102 Lorenz (78209)		Newell Retirement Apartments Dorothy Thompson -- 824-6001 6918 E. Sunbelt Dr. (78218)	
St. Mark the Evangelist Catholic Church Mr John Gokelman -- 494-1606 1602 Thousand Oaks Drive (78232)		Rolling Oaks Baptist Church Mr. Arnie Glascock -- 590-4177 6401 Wenzel @ Toepperwein (78233)	
		St. Andrew's United Methodist Church Ms. Gloria Boyd -- 821-6800 722 Robinhood (78209)	
<u>County</u>			
Crestview Baptist Church Ms. Mary Fracker -- 655-7451 8101 Eaglecrest Blvd. (78239)		Somerset Senior Center Ms. Janie Alvizo -- 1-830-429-3442 or 701-3143 P. O. Box 752 Somerset, TX (78069)	
El Carmen Senior Center Ms. Irma Garcia -- 626-2485 18555 Leal Rd. (78221)		St. Anthony Catholic Church Ms. Pam Levrie -- 635-8570 16432 Kilowatt Elmendorf, Texas (78112)	
Meadowood Acres Ms. Linda Woodring -- 677-0954 12703 Cinco de Mayo (78252)			

* \$.50 DONATION PER MEAL ACCEPTED

* SE ACEPTA DONACIÓN DE \$.50 POR COMIDA

<i>Laura Cisneros</i> Social Services Manager Phone: 207-7485 Pager: 759-3970	<i>Linda Rogier</i> Community Services Supervisor Phone: 207-7241 Cell: 232-7875	<i>Diana Aleocer</i> Community Services Supervisor Phone: 207-7173 Cell: 259-1658
	<i>Vickie Strait</i> Community Services Supervisor Phone: 207-7165 Cell: 259-1670	<i>Robert Gomez</i> Community Services Supervisor Phone: 207-7164 Cell: 232-7022

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: SAFETY POLICY

POLICY: COSA will provide a facility that is safe and provides a healthy and secure site for meal participants.

PROCEDURE:

Center Manager will be responsible for posting evacuation routes out of the building. This map must be posted in all common areas as well as in all rooms used by employees and center guests.

In the event that individuals with disabilities are in the Center, Center Manager should assign volunteers to assist these individuals in evacuating the building. These volunteers should be educated in correct procedures in assisting individuals with a variety of disabilities who may use wheelchairs, walkers, canes, crutches, hearing impaired and/or a guide dog. For instance, if there is a sightless or hearing impaired participant he/she should be walked through building and introduced to the volunteer who will assist them, in case of an emergency. When an individual attends the Center that is blind or has loss of hearing, Center Managers must educate this individual with Center's evacuation plan and procedures.

Each volunteer should have a working knowledge of the Center evacuation plan and be able to physically handle their assignment.

Quarterly drills should be incorporated into Center functions. Each drill should be documented and evaluated for performance. On-going education to the evacuation procedure must be given.

Evacuation should be to the safest area available for all Center occupants. An on-going review of these areas used as safe areas must be made by Center Manager and/or their staff designee. Any area designated as a safe area to evacuate to must be maintained for this purpose.

Center Managers will be responsible for:

1. Clear paths of travel through Center building and maintaining these paths as clear as possible.
2. Maintaining current list of evacuation volunteers and document training each has received.
3. Quarterly hold document and evaluate drills held at Centers.
4. Report to CNP Elderly Services Supervisor:
 - a. Volunteer List
 - b. Volunteer Training
 - c. Drill Documentation
5. Immediately after evacuation of Center, Center Manager or designated staff will physically check each room to ensure that all individuals have safely evacuated.

Volunteer Evacuation Assistant must:

1. Attend all training sessions.
2. Provide safe assistance for the individual they are assigned.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Smoke-free Environment

POLICY: COSA shall provide a smoke-free environment. 40(TAC 84.1), COSA AD 4,65 – Smoke Free Workplace .

PROCEDURE:

1. Smoking is not allowed in any facility owned or operated by COSA.
2. Smoking is not allowed in any vehicle owned or operated by COSA.
3. No smoking signs will be prominently posted throughout all facilities and vehicles owned and operated by COSA.
4. COSA will provide a designated smoking area at an outside location.

the supervisor. The employee's supervisor is responsible for ensuring the records are properly classified, stored and that working and convenience copies are disposed of in the prescribed manner.

- L. City Department Directors are responsible for any disciplinary actions taken against employees who violate this Administrative Directive. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this Administrative Directive.
- J. City departments are responsible for the implementation, training and enforcement regarding the security classification of records as defined by the Texas State Attorney General's Office.
- K. The originating City department is responsible for classifying and entering E-Agenda items including supporting documentation into the City's document management system based on the *Local Government Records Retention Schedules*.
- L. ITSD is responsible for providing the technology implementation necessary to support this Administrative Directive regarding electronic records.
- M. City departments are responsible for the identification and protection of their department's essential records.

VI. PROCEDURES:

A. General Guidelines:

1. City departments may introduce internal policies which are more restrictive while still supporting the tenets of this Administrative Directive.
2. All municipal records are the property of the City. There should be no personal or property right expectations to such records. The unauthorized destruction, removal or use of such records is prohibited. Employees should be aware that the records they create and receive, remain the property of the City.
3. Based on the Texas Public Information Act, (Texas Government Code, Chapter 552) all municipal records are open records unless they are specifically protected by laws from disclosure and only then to the extent of that legal protection.
4. Authorized individuals within the City may monitor City-administered technology or equipment at any time in accordance with the Acceptable Use of Electronic Communications Administrative Directive.

B. Retention Guidelines:

1. All paper, microfilm and electronic records are considered City records.
2. All paper, microfilm and electronic records must be retained and disposed of according to the City's record retention requirements.
3. It is the content and function of a paper, microfilm and electronic record that determines the record series and retention period for that record.
4. The City's approved Declaration of Compliance with the *Local Government Record Retention Schedules* provides access to the record series and the retention period for each record series.

See APPENDIX 1 for examples of record series titles that are common to all City departments. Please see the *Local Government Records Retention Schedules* for a complete listing of records series along with what is required to be maintained within those record series and any retention exceptions.

C. Maintenance Guidelines:

1. Texas Administrative Code, Chapter 7, Section 7.26 requires original microfilm must be stored in a separate building from duplicate copies or the original records. Storage and inspections of microfilm must be in accordance with ANSI and AIIM standards.
2. Texas Administrative Code, Chapter 7, Section 7.77 (a) requires software, hardware, and/or documentation including maintenance documentation, required to retrieve and read the electronic records must be retained as long as the approved retention period for the electronic records.

D. Disposition Guidelines:

Unless otherwise denoted the following standards will apply to the disposition of paper, microfilm and electronic records:

1. The City shall establish procedures, the form and manner to be determined by the Records Management Officer, that address the disposition of paper, microfilm and electronic records which will be followed in accordance with the approved state retention.
 - a. Records that have met the required legal retention and are targeted for destruction are reviewed by the Department Director, a representative of the Records Management Officer and a representative of the City Attorney's Office before destruction takes place.

- b. City departments coordinate destruction with the Municipal Records Facility. The method of destruction must ensure protection for any confidential information. See Sections VI. D. 3.c. 4.b. 5.b. below for reference to the destruction of records in the *Local Government Records Act*, *Microfilming Standards and Procedures*, and *Electronic Records Standards and Procedures*.
 - c. The destruction of convenience copies is carried out in a different manner than for local government records. Once a record is identified as a convenience copy, the department may destroy the copy without requesting approval by the Department Director, Records Management Officer and City Attorney. Caution should be used when making this determination. The method of destruction must ensure protection for any confidential information.
2. The process for the legal disposition of the City's paper, microfilm and electronic records is subject to the same documentation requirements as any other record series with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.
3. Sections 202.001-202.003 of the *Local Government Records Act* relating to the destruction of records states that:
 - a. A record may be destroyed if the record is listed on an approved records control schedule or a destruction request is approved by the Texas State Library and Archives Commission and the retention has expired. An exception to the process is an expunction order.
 - b. Regardless of any other provisions, a record, the subject matter of which is known to be in litigation or subject to an open records request may not be destroyed until the litigation is settled or the request resolved.
 - c. A record may be destroyed by burning, shredding, pulping or burial in a landfill or by sale or donation for recycling purpose unless public access is restricted in which case it may be destroyed only by burning, pulping or shredding.
4. Section 7.33 of the *Microfilming Standards and Procedures* relating to the destruction of microfilm records states that:

- a. Microfilm records must be destroyed only in accordance with Local Government Code, Chapter 202, Sections 202.001-202.003.
 - b. Microfilmed records scheduled for destruction must be disposed of in a manner that ensures protection for any confidential information.
 - c. Destruction of records on a roll of microfilm containing multiple record series must be done by destroying the whole roll of film at the time the records on the film that have the longest retention period are eligible for destruction or, if filmed prior to the effective date of these standards, by deleting the section of the film containing records eligible for destruction and splicing the film. If the film is spliced a destruction notice containing specific information must be inserted in place of the deleted records.
5. Section 7.78 of the *Electronic Records Standards and Procedures* relating to the destruction of electronic records states that:
- a. Electronic records may be destroyed only in accordance with the Local Government Code, Chapter 202, Section 202.001.
 - b. Each local government must ensure that:
 1. Electronic records scheduled for destruction are disposed of in a manner that ensure protection of any confidential information; and
 2. Magnetic storage media previously used for electronic record containing confidential information are not reused if the previously recorded confidential information can be compromised by reuse in anyway.
 - c. Before systems or media are reused they should be erased according to the City's Data Cleaning Policy to ensure no residual data is maintained.

E. Special Consideration and Rules for Electronic Records:

1. Electronic Mail (E-mail)
 - a. All electronic mail messages are considered City records and the City reserves the right to access employee electronic mail messages.
 - b. All electronic mail messages must be retained and disposed of according to the City's retention requirements. It is the content and function of an electronic mail message that determines the retention period for that message. Electronic mail messages generally fall into the following categories. These are:

GR1000-26 (b) and (c) Correspondence and Internal Memoranda;

(1.) Administrative - Correspondence and internal memoranda pertaining to or arising from routine administration or operation of the policies programs, services and projects of a local government. RETENTION: 2 years.

(2.) Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices and similar routine matters. RETENTION: AV (Administratively Valuable).

c. The process of the legal disposition of government records (including electronic mail) is subject to the same documentation requirements as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.

d. See Administrative Directive 7.4, Acceptable Use of Electronic Communications.

e. Electronic mail users are responsible for managing their electronic messages in accordance with requirements established in this Administrative Directive.

f. The City's electronic mail system is not a records management system. Electronic messages that the user determines, based on the *Local Government Records Retention Schedules*, are subject to retention for more than 30 days should be moved from the user's "Inbox" and/or "Sent Items" folders within 30 days of its receipt or creation. Electronic messages to be retained may be printed and filed, placed in folders and saved on a network drive, or transferred to an automated records management software application.

g. Any electronic message in a user's "Inbox" and/or "Sent Items" folders that exceeds 30 days in age shall be automatically deleted. ITSD shall not retrieve electronic messages deleted by the automatic deletion system. Electronic mail users are subject to legal consequences for the failure to preserve electronic messages subject to retention requirements.

h. The responsibilities for maintaining electronic mail messages are referenced in Section V. F. of this Administrative Directive.

2. Instant Messaging (IM)

a. All instant messages are considered City records and the City reserves the right

to access employee instant messages.

- b. All instant messages must be retained and disposed of according to the City's retention requirements. It is the content and function of an instant message that determines the retention period for that message.
- c. The process of the legal disposition of government records (including instant messages) is subject to the same documentation requirements as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26(c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, copies sent to anyone other than the primary receiver/sender, reference materials, personal correspondence. Caution should be used in assigning this record series to make certain records are not part of another record series.

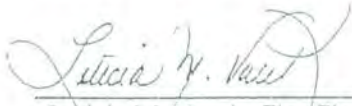
3. Voice Mail

- a. All voice mail messages are considered City records and the City reserves the right to access employee voice mail messages.
 - b. All voice mail messages must be retained and disposed of according to the City's retention requirements. It is the content and function of a voice mail message that determines the retention period for that message.
 - c. The process of the legal disposition of government records (including voice mail) is subject to the same documentation requirement as any other format or medium with the exception of messages that fall in the record series Routine Correspondence, GR 1000-26 (c) which need not be documented through destruction authorizations. This record series is not essential to the fulfillment of statutory obligations or to the documentation of the City's functions. This record series is not required for staff to carry out their job requirements. Examples: meeting notices, announcements, personal messages. Caution should be used in assigning this record series to make certain records are not part of another record series.
1. Some voice mail messages may be deleted after the information is transcribed onto a telephone log.
 2. Some voice mail messages may need to be retained in their original form for the purpose of evidence in legal proceedings such as bomb threats, reports of illegal activities, customer complaints or verbal authority to take certain action.

VII. DISCIPLINE:

- A. Failure to comply with this Administrative Directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident.
- B. Employees who fail to follow this Administrative Directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this Administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.
- D. Destruction of local government records contrary to the provision of the Local Government Records Act is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Open Records Act (Government Code, Chapter 552).

This Administrative Directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Office of the City Clerk/Records Facility at 207-6386.



Leticia M. Vacek, City Clerk

8-23-06
Date

Approved by:


Sheryl Sculley, City Manager

8-25-06
Date

Listed below are a few examples of record series titles that are common to all City departments. Please see the *Local Government Records Retention Schedules* for a complete listing of the records series along with what is required to be maintained within those record series and any retention exceptions.

Convenience copies may be destroyed previous to retention set for the official record. Destruction procedures for convenience copies are different than those for the official record. The protection of any confidential information must be ensured.

ABBREVIATIONS:

AV = Administratively Valuable

FE = Fiscal Year End

GR1000-01 Agenda: 2 years.

GR1000-03 Written Minutes: PERMANENT.

GR1000-24 Complaints: Resolution or dismissal of complaint + 2 years.

GR1000-25 Contracts, Leases, and Agreements: 4 years after the expiration or termination of the instrument according to its terms.

GR1000-26 Correspondence and Internal Memoranda.
Policy and program development: 5 years.
Administrative: 2 years.
Routine: AV.

GR1000-38 Policy and Procedures Documentation: Until Superseded + 5 years.

GR1000-41 Reports and Studies (Non-Fiscal).
Annual reports: PERMANENT.
Special reports or studies by request of the governing body: PERMANENT.
Special reports or studies prepared by request of the chief administrative officer: 5 years.
Monthly, bimonthly, quarterly, or semi-annual reports: 3 years.
Activity reports: 1 year.

GR1025-04 Budgets and Budget Documentation.
Annual budgets: PERMANENT.

Special budgets: PERMANENT.
Working papers: 2 years.
Encumbrance and expenditure reports: 2 years.
Change documentation: 2 years.

GR1025-07 Financial Reports.

Monthly, bimonthly, quarterly, and semiannual reports: FE + 3 years.
Annual reports: PERMANENT.
Long range planning reports: PERMANENT.
Capital improvement reports: PERMANENT.

GR1075-01 Bids and Bid Documentation.

Successful bids and requests for proposals: FE + 3 years.
Unsuccessful bids: 2 years.

GR1075-03 Purchase Orders: FE + 3.

GR 1075-16 Construction Project Files: PERMANENT.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Capital Equipment

POLICY: COSA will maintain a record to track all capital equipment purchased with Title III funds for the Nutrition Program facility.

PROCEDURE:

1. Inventory Records will be maintained on all capital assets:
 - a. Description of the Property
 - b. Location of the Property
 - c. Title (if any) of the Property
 - d. Acquisition Cost of the Property
 - e. Disposition of the Property
 - f. Serial Number/Model Number of the Property
 - g. Source of Property
 - h. Percentage of Federal/State Funds
2. COSA will provide Bexar AAA notification of property disposition
 - a. When property is taken out of service
 - b. Lost or Stolen
 - c. BAAA forms must be completed within 10 days to report disposition of property.
3. Vehicle records will be maintained on buses and vans transporting senior clients.
4. COSA will be responsible for regular maintenance of assets to ensure all equipment is working in a safe and good condition.
5. A log shall be maintained to record a history of any equipment failures or problems.

CITY OF SAN ANTONIO (COSA) & COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

TITLE: Conflict of Interest

POLICY: COSA will adhere to TAC 40, 83.1 (4) Conflict of Interest and COSA AD 4.44 Nepotism.

PROCEDURE:

1. COSA, its employees, volunteers working with the CNP, its advisory board/committee members and its governing boards shall seek to avoid conflicts-of-interest, in fact a perception and provide proper notification when potential conflicts-of-interest do occur.
2. Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personal Department in the event a member of her/his family is referred to a position under her/his supervision.

EFFECTIVE DATE: JUNE 9, 1980

REVISION DATES: _____

SUBJECT: NEPOTISM1. Purpose:

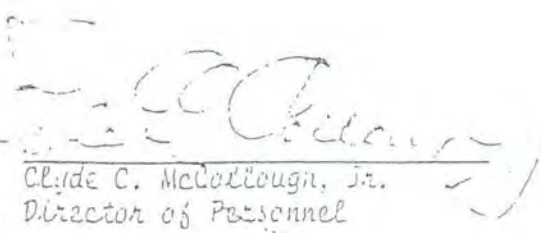
- The purpose of this directive is to explain the policy of the City of San Antonio regarding nepotism.


2. Responsibility:

- It shall be the responsibility of the department head to insure that the provisions of this directive are adhered to.
- This directive applies to all departments.
- Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personnel Department in the event a member of her/his family is referred to a position under her/his supervision.

3. Policy:

- The City policy covering nepotism is specified in Section 7 (c), Rule VIII, of the Municipal Civil Service Rules of the City of San Antonio. The rule reads, "No person shall, after the adoption of these rules, be employed in or transferred to any division of the City of San Antonio, if a kinsman by blood or marriage of such person is then employed in a supervisory position in said division."
- Relatives may be co-workers in the same division, in non-supervisory positions.
- Department heads will insure, through their supervisory personnel, that careful review of applicants is done to assure compliance with the provisions of this directive.


 Clyde C. McCallough, Jr.
 Director of Personnel


 Thomas E. Huebner
 City Manager

DATED: 6/9/80

EFFECTIVE DATE: March 25, 1981

REVISION DATES: _____

SUBJECT: MUNICIPAL CIVIL SERVICE RULE VIII, SECTION 1(c)1. Purpose:

- The purpose of this directive is to explain the policy of the City of San Antonio set forth in Municipal Civil Service Rule VIII, Section 1(c).

2. Responsibility:

- The Personnel Department shall insure that application forms contain inquiries that require disclosure of information required to comply with this directive. Such information shall also be required in the case of employee transfers.
- This directive applies to all departments.
- Every individual employed in a supervisory capacity, shall be responsible for complying with this directive and reporting to the Personnel Department in the event a member of her/his family is referred to a position under her/his supervision.

3. Policy:

- Section 1(c) of Civil Service Rule VIII provides that "No person shall, after the adoption of these rules, be employed in or transferred to any division of the City of San Antonio, if a kinsman by blood or marriage of such person is then employed in a supervisory position in said division." For purposes of this administrative directive, a kinsman by blood or marriage includes the following persons:

spouse	parents
children	brothers or sisters

In-laws standing in the same relationship are included.

- Relatives may be co-workers in the same division, in non-supervisory positions.

- Department heads will insure, through their supervisory personnel, that careful review of applicants is done to assure compliance with the provisions of this directive.

Leroy S. Harvey
Leroy S. Harvey
Director of Personnel

Thomas E. Huebner
Thomas E. Huebner
City Manager

DATED: 3-23-81

CITY OF SAN ANTONIO (COSA) &
COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK
APPENDIX

CITY OF SAN ANTONIO (COSA) &
COMPREHENSIVE NUTRITION PROJECT (CNP) HANDBOOK

Effective Date: March 1, 2007

Revision Dates(s):

I. PURPOSE:

This Administrative Directive (A.D.) defines and outlines policy with respect to receiving, handling, safeguarding, and depositing of City of San Antonio ("City") funds. Cash handling controls, as outlined in this Administrative Directive, have been adopted for uniform application in all departments. These controls address the decentralized nature of the receipting and depositing process while providing for standardized training and a periodic review of cash collected and reported.

II. POLICY:

All employees of the City, including uniformed employees, in positions designated by the Finance Department as having cash handling responsibilities shall conduct all cash handling activities in compliance with rules and guidelines set forth by this Administrative Directive and by their respective departmental cash handling procedures. An acknowledgement form is required to be completed/signed by each employee classified as a cash handler to ensure they have a full understanding of this policy (Attachment A)

All City departments having cash handling responsibilities shall maintain, review, and update respective departmental cash handling procedures to assure compliance with this Administrative Directive. Any deviation(s) from this Administrative Directive must be approved by the Finance Department and detailed in departmental cash handling procedures.

III. DEFINITIONS:

- A. **Cash Equivalents:** Checks, money orders, traveler's checks, credit/debit cards, and event tickets.
- B. **Cash Handler:** All full-time, part-time, seasonal or temporary employees whose job description includes responsibility for receiving, transmitting, safeguarding, and/or depositing of City funds.
- C. **Cash Handling:** The receiving, transmitting, safeguarding, and depositing of all funds received by the City, whether coin, currency, checks, money orders, traveler's checks, gift certificates, coupons, credit cards, stamps, ticket stock, electronic funds transfer, and other cash equivalents.
- D. **Cash Handling Database:** Database of City positions designated as cash handlers with assigned risk factors based on cash handling activity.
- E. **Cash Handling Site:** Designated City location where funds are received, transmitted, safeguarded and/or deposited, whether coin, currency, checks, money orders, traveler's checks, credit/debit cards, stamps, ticket stock, electronic funds transfer, and/or other cash equivalents.
- F. **Change Fund:** A sum of money set aside for the purpose of making change where cash is collected.

Effective Date: March 1, 2007

Revision Dates(s):

- G. **Covert Cash Funds:** Funds established by the San Antonio Police Department used to pay confidential informants and for investigative operations such as narcotics vice.
- H. **Custodian:** Caretaker; the person in charge.
- I. **Escrowed Funds:** Money that has been put in the custody of others.
- J. **Fiduciary:** An individual or organization that is trusted to hold valuable items of another person.
- K. **Final Disposition:** Final deposit or distribution or payment.
- L. **Flash Funds:** One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities.
- M. **Fraud:** Intentional deception to deprive another person of property or to injure that person in some other way.
- N. **Imprest Fund:** A fund into which a fixed amount of money or cash equivalent is placed for the purpose of making change or minor distributions (i.e. change fund, petty cash fund, cash refund fund). The fund amount always remains constant.
- O. **Internal Control:** System that assures assets that belong to the City are received when tendered, protected while in the custody of the City, and used only for City related purposes. The system of internal control consists of all measures employed by the City for the purpose of (1) safeguarding resources against waste, fraud and inefficiency; (2) promoting accuracy and reliability in accounting and operating data; (3) encouraging and measuring compliance with City policy; and (4) judging the efficiency of operations in all divisions of the City. Internal controls are not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur.
- P. **Misappropriation:** Using property or money wrong/illegally.
- Q. **Mitigating Control:** Compensating measure implemented to identify irregularities after-the-fact, as opposed to primary controls that are intended to prevent fraud or detect human error at the point of its origination (i.e. supervisor reviews a batch of cash receipts at the end of a shift versus approving each transaction as it occurs at the point of sale or cash intake).
- R. **Mutilated:** Disfigured, bent, destroyed.
- S. **Negotiable (financial instruments):** Money or money equivalents that is easily transferable from one person to another (such as cash, traveler's checks, etc.).
- T. **Outage:** Cash shortage or overage. A cash handler has a shortage when a collection error is made such as not obtaining physical custody of money or a change-making error. A cash handler has an overage when excess money is collected and the excess cannot immediately be returned to the customer.
- U. **Overridden:** When controls are manually or electronically turned off or bypassed.

Effective Date: March 1, 2007

Revision Dates(s):

- V. **Petty Cash Fund:** A fund used within an office to make small office purchases, which are \$100.00 or less. Petty cash purchases are usually quick or to meet an emergency need.
- W. **Post-dated Check:** Future dated check submitted in payment for City services and/or goods.
- X. **Risk Factors:** Assigned to cash handlers based on cash handling activity.
 - a. High: deals with cash on a daily basis
 - b. Medium: deals with cash equivalents
 - c. Low: Infrequent users of small amounts of cash
 - d. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1. for added detail on risk factors)
- Y. **Two-Party Check:** A check originally issued to another party ("payee") that is now offered in payment for City goods and/or services.

IV. POLICY GUIDELINES:

A. **Background Checks**

A background check with satisfactory results is a condition of employment for the City of San Antonio. Pursuant to A.D. 8.2, Criminal History Background Check for Cash Handling Positions, a criminal history background check will be conducted on all new hires, transfers, demotions, promotions and reclassifications into cash handling positions designated by the Finance Department. Interval background checks will be conducted on an on-going basis for those employees in cash handling positions, with timing determined by an assigned risk factor for the position.

B. **Training**

All employees in designated cash handling positions will have to successfully complete two (2) four (4) hour courses on cash handling policies. Successful completion of this course is defined as achieving a least a seventy percent (70%) passing grade on a test administered upon completion of each four hour course.

Upon successful completion of both courses, employees shall receive a cash handling certificate of completion. Cash handling employees not successfully completing these courses will have an opportunity to re-study and re-test a second time. Employees who fail to successfully complete required cash handling training are subject to termination, transfer and/or other employment action.

Departmental specialized and advance cash handling training may also be required (as identified by the department, while consulting with the Finance Department). Such training will be coordinated by the Finance Department and conducted by the Finance Department and Human Resources Department.

Effective Date: March 1, 2007

Revision Dates(s):

C. Performance Expectations/Standards

All cash handling departments will establish performance standards and success measures for all cash handling positions. When establishing standards, the cash handling environment, the average number of cash handling transactions, and the average amount of dollars collected shall be taken into consideration.

D. Discipline**1. Civilian Employees**

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.

2. Uniformed Employees

Failure to comply with this Administrative Directive may result in disciplinary action in accordance with Collective Bargaining Agreements between the City and uniformed personnel. Internal procedures adopted for uniformed personnel of the Police and Fire Departments must conform to the provisions of this Directive.

3. Individuals engaged in fraud (i.e. theft) will be subject to immediate dismissal and possible legal action.**E. Applicable Federal, State and Local Laws and Regulations**

State law requires that cash collection sites retain original records pertaining to cash handling. Consult the Texas Administrative Code Title 13, Chapter 6, "Records Retention Scheduling Rules" for the current retention requirements regarding cash related records (See website <http://www.tsl.state.tx.us/sirm/recordspubs/gr.html>).

V. RESPONSIBILITIES:**A. City Manager's Office**

1. Establish an adequate internal control system over City cash and cash equivalents.
2. Direct the Office of Municipal Integrity to conduct cash handling investigations as deemed necessary.

B. Finance Department

1. Safeguard the City's financial assets and manage its financial resources in accordance with the goals of the City Council, City Manager and in compliance with applicable laws and generally accepted accounting and financial principals. Establish and update this Administrative Directive as necessary.

2. Perform cashiering functions in designated locations.
3. Approve additions and deletions of citywide personnel classified as cash handlers (i.e. custodians of petty cash and change funds). Approve the updating of the cash handling database for all cash handling positions, which includes department, job class, position and risk factor. (See A.D. 8.2 Criminal History Background Checks for Cash-Handling Positions, Section V, Subsection A.1.)
4. Approve the establishment of petty cash and change funds, including related amount of the fund.
5. Coordinate with the Human Resources Department to provide basic and specialized Cash Handling training.
6. Contact the San Antonio Police Department and/or Office of Municipal Integrity when a department has communicated a suspicion of theft or dishonest act by a City employee (i.e. missing or stolen funds). This determination will be dependent upon the dollar amount involved and the need for further investigation and/or law enforcement follow up.
7. Approve others authorized to inspect/review citywide cash handling operations.

C. Departmental Directors

1. Ensure the safeguarding of City funds.
2. Maintain clearly written and approved procedures for all areas of their department's cash handling operations.
3. Ensure procedures are in place to comply with this Administrative Directive and assume accountability for exceptions and deviations from this policy.
4. Provide the Finance Department a "*Cash Handling Database Change Form*" (See A.D. 8.2 Criminal History Background Checks for Cash Handling Positions for copy of database change form) requesting changes to existing departmental information, which is maintained in the cash handling database. The City Auditor's Office and the Office of Municipal Integrity will be given access to the updated database.
5. Ensure all employees hired, transferred, demoted, promoted and reclassified into designated cash handling positions are enrolled in cash handling training.

D. Cash Handler

1. Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times.
2. Report to their Department Director, who should in turn alert the Finance Department, of any instance where a City employee has knowledge or suspicion of a theft or dishonest act by another City employee.

E. Office of Municipal Integrity

Effective Date: March 1, 2007

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1. Coordinate and collaborate with the San Antonio Police Department on cash handling investigations, where appropriate.
 2. Provide written reports of internal investigations to the City Manager's Office, Finance Department, and the City Attorney's Office.
- F. City Auditor's Office
1. Perform announced or unannounced cash audits annually to determine compliance with this Administrative Directive.
 2. Review Departmental procedures and guidelines and provide appropriate feedback to the City Manager, Finance Department, Human Resources Department, and other departments.
- G. Human Resources Department
1. Maintain the cash handling database utilized for training and interval background checks.
 2. Assist employees and departments with interpretation of this Administrative Directive.
 3. Coordinate basic and specialized cash handling training.

VI. CASH HANDLING CONTROLS:

A. General Cash Controls

1. All employees with access to cash funds shall be covered under the City's Commercial Crime or Employee Dishonesty Insurance Policy as prescribed by the City's Risk Manager.
2. Cash handling sites shall have an individual designated by the Department Director as custodian with specific responsibility for cash handling at the respective location(s) during all shifts.
3. The number of employees with access to cash shall be limited for internal control purposes. Efforts shall be made for the physical separation of duties and responsibilities between the cash custodian and that of the individual or individuals that perform the accounting and recordkeeping function pertaining to cash.
4. Where the separation of responsibility is precluded due to limited available personnel, the supervisor shall perform specific verification steps for sound cash handling controls. This supervisor shall not be involved in the original transaction steps that are to be verified. Departments should confer with the Finance Department to establish other mitigating controls where separation of responsibility is precluded.
5. At least two people per cash handling site shall be involved in the cash handling process unless otherwise authorized by the Finance Department.

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6. Where possible, cash handling duties shall be rotated on a periodic basis. This can help to prevent departments from becoming dependent upon one person for a particular function and can make it easier to identify and correct procedural weaknesses and breaches.
7. When practicable, cash handling sites will have alarm devices, videotaped surveillance, and/or electronic microphone recording installed.
8. If billing invoices are used, the cashier cannot make adjustments to an invoice. The supervisor/administrator shall make any necessary corrections, changes or adjustments.
9. Physical protection of cash through the use of bank facilities, armored vehicles, vaults, and locked cash boxes, locked cash bags, or locked drawers shall be practiced at all times. Armored car service will be made available to those cash handling sites that require such service. Departments, in conjunction with the Finance Department, shall assess the reasonableness, practicality, and security in determining the use of armored car service.
10. In general, collections in the field are prohibited unless specifically authorized by the Director of Finance.
11. Cash on the premises will be held to a minimum to reduce the amount of idle cash that is available, as well as for cash control purposes. Deposits shall be made within twenty-four hours. Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for deposits, especially when deposits exceed the twenty-four hour time requirement noted above.

Careful consideration shall be given the risk involved in holding idle cash and/or cash equivalents in the department versus the cost to make more frequent deposits.

12. Authorized personnel within the department who do not have custodial, accounting or recording duties and responsibilities, shall conduct periodic examination, count, or other review of cash.

The Finance Department and the City Auditor's Office will also conduct random unannounced reviews and/or audits. The Office of Municipal Integrity will conduct investigations as directed by the City Manager's Office.

13. City departments, with assistance from the Finance Department, shall publish and update as necessary written cash handling instructions and procedures that will serve as procedural and training documentation for departmental cash handlers.

B. Receipting of Payments

1. Checks, traveler's checks, money orders and other negotiable financial instruments shall be endorsed as they are received.
2. All employees charged with the receipting of cash at the point of sale shall be provided by the department with a copy of the current fee and rate schedule as

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well as the appropriate general ledger account codes. Fees and rates shall be posted in a clear and visible site for the general public's advisement. Posted information shall also include a contact telephone number for a customer to call if a transaction receipt is not provided to the customer when cash and/or cash equivalents are paid.

3. All handwritten receipts shall be pre-numbered to account for lapses in sequence.
4. All checks shall be made payable to the City of San Antonio and shall be accepted only in the amount of the sale or transaction. Checks may not be written for more than the amount due to the City.
5. When accepting a personal check for amounts due the City, the cash handler shall capture the following payer's information and note same at the top of the check: 1) address, 2) telephone number, and 3) driver's license number. No temporary checks are to be accepted by cash handlers.
6. Post-dated or two-party checks will not be accepted.
7. Cash utilized for change ("Change Funds") and undeposited receipts shall not be used for petty cash purchases, loans, advances, or check cashing (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks).
8. Change Funds are not to be commingled with any other monies.
9. With the exception of the Finance Department no checks shall be cashed from cash receipts.
10. All departments with cash operations shall maintain a permanent collection record, such as a cash register tape, that has the record of all transactions including voids, refunds or cancellations. All revenues collected shall have a receipt or other proof of sale issued to the customer at the point of sale or collection whether handwritten or electronically generated.

There shall be a means of capturing and summarizing daily transactions, which will be reconciled to the amount deposited.

C. Deposits

1. The general operating standard for deposit of negotiable instruments and cash with the depository bank shall be within twenty-four hours of receipt. This includes the counting and balancing of cash receipts for each shift and depositing such receipts intact (i.e. a deposit for each shift). Departments, in conjunction with Finance, shall assess the reasonableness, practicality, and security in determining the timing for the deposits where deposits exceed the abovementioned twenty-four hour requirement. All amounts that are not deposited on a daily basis shall be secured in a safe, vault or locked drawer.
2. Discrepancies between deposited amounts when compared to written receipts, cash register, or computer system generated receipts, shall be recorded along

Effective Date: March 1, 2007

Revision Date(s):

with documentation of the responsible cashier. The supervisor shall review, on a daily basis, such documentation and follow up with the appropriate corrective action, if needed. Department Directors have the ultimate responsibility to ensure discrepancies are identified and corrective measures are taken.

3. All security and bid deposits received in negotiable form, as well as escrowed funds or other funds that require specialized handling, shall be deposited and held by the City Clerks Office until final disposition is made.
4. All performance bonds shall be forwarded to the Finance Department, General Ledger Section for safekeeping.
5. All deposits shall be made intact (i.e. a deposit for each shift) and sealed in deposit bag; departmental receipts shall not be used to create or replenish petty cash or other funds. Un-deposited receipts are not to be used for loans, advances, or check cashing.

D. Covert Cash Funds

1. Covert Cash Funds will be used to pay confidential informants and for investigative operations and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. In order to maintain the confidentiality of cash transactions associated with covert and investigative operations, supporting documentation will be maintained by the San Antonio Police Department. The case number should be used when recording cash transactions in SAP.
3. Covert cash funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds.
4. The San Antonio Police Department's Petty Cash Custodian will be responsible for the oversight and control of covert cash funds.

E. Flash Funds

1. One time funds used in San Antonio Police Department operations to stage and negotiate large narcotic, vice or other transactions in order to secure indictments for illegal activities and will not be subject to the maximum dollar amount for purchases as defined under A.D. 8.5 Petty Cash Handling.
2. The Chief of Police or designee will request in writing the disbursement of Flash Funds.
3. The Finance Director or designee will approve the distribution of flash funds and will also serve as the signatory for the disbursement.
4. Upon disbursement the San Antonio Police Department will be responsible for the oversight, control and safeguarding of flash funds.
5. Disbursement will be made payable to the Police Officer approved and designated by the Police Chief.

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6. Flash Funds are to be returned to the San Antonio Police Department's Petty Cash custodian and deposited within two working days of disbursement.

F. Petty Cash

Petty cash funds shall be established pursuant to A.D. 8.5 Petty Cash Handling, and upon the approval from the Finance Department. Petty cash funds are public funds entrusted to the department for which the fund was established. Petty cash shall be used to purchase items or services on an emergency and infrequent basis, where it is not feasible or practical to submit a purchase requisition, request for payment, or use a procurement card.

G. Change Funds

1. Change funds shall be established with the Finance Department's approval and controlled in the same manner as petty cash funds; however, change funds are strictly revolving funds and require no replenishment. Change funds are established for the purpose of making change where cash is collected.
2. Petty cash or cash receipts shall not be commingled with change funds.
3. Change funds that are no longer needed to conduct the business for which they were established shall be deposited at the depository bank within 48 hours from the time it is determined that the funds are no longer required.
4. Funds established for postage shall be used for legal City correspondence and not for personal use.
5. No checks shall be cashed from a change fund (except for the Finance Department's change fund, where the practice includes cashing City employees' personal checks, as outlined below in Section F).

H. City Employee Check Cashing

1. City employee's personal checks in an amount not to exceed \$100.00 may be cashed at the Finance Department, Collections Division. No more than one personal check may be cashed per day. No personal checks shall be cashed at any other departmental location without the advanced written approval of the Finance Department, Collections Division.
2. City employees will permanently be prohibited from cashing personal checks after a second personal check is returned due to non-sufficient funds.
3. Once a personal check is returned for non-sufficient funds, the employee's check must clear their bank within two (2) working days from the date of notification by the Finance Department, Collections Division.
4. No two-party or post-dated checks shall be accepted.
5. Rebate checks are not to be cashed.
6. The Finance Department, Collections Division, shall only cash City issued checks for the advance and reimbursement of travel expenses.

Effective Date: March 1, 2007

Revision Dates(s):

I. Returned Checks

1. Occasionally a deposited check may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds held, stolen checks, forgery, endorsement, or signature. Should a check be returned, the Finance Department, Accounts Receivable Section will notify the receiving department of the returned check.
2. The Finance Department will attempt to collect the funds for the returned check along with the City's returned check processing fee by mailing a demand letter to the writer of the returned check. Only cash, certified checks or money orders will be accepted for payment of returned checks.
3. If collection efforts are unsuccessful after 10 days from the date of the demand letter the Finance Department, Collections Division will refer the returned check to the Bexar County District Attorney's Office for prosecution.

J. Refunds

1. Cash or credit card refunds are permitted only upon presentation of the receipt or other proof of purchase issued at the point of sale.
2. Departments authorized by the Finance Department to issue cash refunds will maintain a cash refund fund on an imprest basis.
3. Refunds shall be completed by charging the revenue General Ledger account that was originally credited.

K. Cash Storage and Safekeeping

1. Access to the cash drawer is limited to one person. The cash drawer shall be counted and balanced before another person takes possession of the cash drawer. Both parties involved in the cash drawer transfer shall be present when cash is counted, and a receipt shall be signed by the person accepting custody.
2. All areas around the cash handling sites shall be visible and without obstruction.
3. Access to departmental safes or other devices used to store cash on a temporary basis until deposited at the depository bank shall be restricted to a small number of employees. A safe's combination must be changed within two (2) business days after the departure of a person who has had access to the safe.
4. All funds shall be kept out of public view and shall be available for inspection by authorized representative(s) of the department, the Finance Department, the Office of Municipal Integrity, the City Auditor, or other authorized personnel as approved by the Finance Department. For money stored in a locked metal box or in a locked desk, the key shall be secured in another location of the office. Only certain assigned personnel shall have access to the key.

Effective Date: March 1, 2007

Revision Dates(s):

L. Foreign and Mutilated Coin

1. Foreign coin and currency shall not be accepted (except for international sites/offices). Only coins and currency issued by the United States Federal Reserve Board are legal tender. Traveler's checks must state "U.S. Dollars".
2. No bent or mutilated coins shall be accepted.

M. Other Guidelines

1. The Finance Department is responsible for creating and closing bank accounts.
2. Lost and found cash or its equivalent greater than \$50 shall be deposited in compliance with Texas escheat laws after all reasonable attempts have been made to identify and return the lost and found money or its equivalent to the rightful owner. Amounts \$50 or less shall be deposited to the appropriate fund based on the General Ledger coding identified by the Finance Department. If funds are properly claimed subsequently, these funds will be relinquished to the rightful owner through the standard accounts payable process.
3. Departmental controls shall include a practical means for employees to report instances where system controls are overridden that could be indicative of fraud (i.e. implement an effective "whistle blower's" program).
4. Cash handlers shall be watchful for counterfeit bills, checks, etc. Cash handling training shall be provided on this area of responsibility.
5. Senior staff shall monitor and reassess, on a periodic basis, any risk areas and adopt appropriate strategies to manage these functions and thereby minimize opportunities for loss. The preceding includes City departments conferring with the Finance Department on an as needed basis.

ADMINISTRATIVE DIRECTIVE 8.1

CASH HANDLING

Effective Date: March 1, 2007

Revision Dates(a):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Finance Department at 207-8620.

Recommended by:



Ben Gorzell Jr., CPA
Finance Director

1/23/07

Date

Approved by:



Pat DiGiovanni
Deputy City Manager

1/23/07

Date

Approved by:



Sheryl L. Sculley
City Manager

1-24-07

Date

Senior Services Division
San Antonio Archdiocese FY 07-08 Vendor Agreements

Catholic Church 1000046203		Catholic Church VSA - 1000046619		1000046284	
1	Christ the King	1	Immaculate Heart		Site Lease
2	Holy Family	2	St. Anthony de Padua		Agreements - Non-
3	Mission San Jose	3	St. Henry's		Governmental City
4	Our Lady of Angels	4	St. Marks	1	El Carmen
5	Our Lady of Guadalupe			2	St. Bonaventure
6	Our Lady of Sorrows				
7	Sacred Heart				
8	San Juan				
9	St. Alphonsus				
10	St. Anthony				
11	St. James				
12	St. Jude				
13	St. Margaret Mary				
	Fair Avenue				
	Good Shepherd				
14	St. Mary Magdalen				
	Walnut Manor				
15	St. Matthews				
16	St. Timothy				
17	St. Vincent de Paul				
	Meadowood				