

AN ORDINANCE 2009-01-15-0022

AUTHORIZING A CONTRACT WITH AND ACCEPTING \$31,000.00 FROM THE UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY, ON BEHALF OF THE ALAMO AREA COMPUTER INFORMATION SYSTEM (AACIS), TO PROVIDE SPANISH COMPUTER LITERACY TRAINING AT COMPUTER TECHNOLOGY CENTERS FOR THE PERIOD JANUARY 25, 2009, THROUGH SEPTEMBER 30, 2009.

* * * * *

WHEREAS, the Alamo Area Community Information System (AACIS) is a collaboration of 20-partner groups whose primary purpose is to improve technology access and opportunity throughout our community; and

WHEREAS, the City's Community Family Resource and Learning Centers (CFRLCs) provide free educational opportunities and related services to enable individuals to enhance their ability to read, write and converse at levels of proficiency necessary to function on the job and in society; and

WHEREAS, the City of San Antonio's Department of Community Initiatives (DCI) has accepted awards in the past from United Way of San Antonio and Bexar County on behalf of AACIS in order to support Community Technology Centers (CTC) at the CFRLCs; and

WHEREAS, AACIS established CTCs at the Margarita Huantes, Albert Benavides, Willie Velasquez, Col. Victor J. Ferrari, and Columbia Heights Community Family Resource and Learning Centers; and

WHEREAS, various free services are offered at the CTCs, including facilitating public access to computers and technology, providing distance learning capabilities and offering computer literacy classes; and

WHEREAS, through these classes, students develop basic computer skill competencies and confidence and can more readily participate in workforce and higher education computer skills training; and

WHEREAS, it is now necessary to authorize the execution of a contract with United Way of San Antonio and Bexar County in order to accept funds and to provide spanish computer literacy training; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute a contract with the United Way

of San Antonio and Bexar County on behalf of the Alamo Area Computer Information System (AACIS) for the period January 25, 2009 through September 30, 2009 and to accept funds in an amount up to \$31,000.00 for the provision of Spanish computer literacy training at Community Technology Centers. A copy of said contract in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.


SECTION 2. Fund 2601238018 entitled Alamo Area Community Info System and SAP Internal Order Number 138000000745 are hereby designated for use in the accounting for the fiscal transaction in the acceptance of the funds related to this contract.

SECTION 3. The budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is hereby approved and adopted for entry in the City books.

SECTION 4. 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 5. This ordinance shall be effective on and after January 25, 2009.

PASSED AND APPROVED this 15th day of January, 2009.


M A Y O R
PHIL HARDBERGER

ATTEST: _____


City Clerk

APPROVED AS TO FORM: _____


for City Attorney

Contract Number: _____

CONTRACT

between

UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY

and

THE CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION

This Contract is entered into by and between United Way of San Antonio and Bexar County, 700 South Alamo, San Antonio, Texas (hereinafter referred to as "United Way"), and the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "Contractor") pursuant to Ordinance No. _____ dated _____.

WITNESSETH:

WHEREAS, the Alamo Area Community Information System ("AACIS") is a partnership of twenty local agencies, of which the City of San Antonio is a member, which provides services including a website, computer literacy training and a personnel complement at Community Technology Centers; and

WHEREAS, United Way, the fiscal agent of AACIS, has identified certain funds for use in support of the Community Technology Centers (CTC); and

WHEREAS, the Contractor owns and operates eight Community Family Resource and Learning Centers (CFRLC) in San Antonio; and

WHEREAS, AACIS has designated the Margarita Huantes CFRLC, Albert Benavides CFRLC, Willie Velasquez CFRLC, Columbia Heights CFRLC, and Col. Victor J. Ferrari CFRLC as CTCs; and

WHEREAS, United Way desires to contract with the Contractor to deliver AACIS-related services in accordance with the attached scope of work; and

WHEREAS, the Contractor agrees to deliver services required by United Way;

NOW THEREFORE, the parties do agree as follows:

ARTICLE 1. SCOPE OF PROJECT

The Parties agree to perform the work set forth in the attached scope of work, attached hereto and incorporated herein for all purposes as Exhibit A. The scope of work shall not be changed except by amendment to the Contract duly executed by the Parties.

ARTICLE 2. KEY PERSONNEL

All work under this Contract shall be performed under the general guidance and technical direction of Mary Ellen Burns, Director of Individual Issue Council at United Way. Such guidance and direction shall not, however, extend to any increase in the cost of the Contract, change in the approved budget, or extension of the period of performance. These changes shall be made only by Suzanne Kopatz, Vice President for Finance and Administration who will serve as United Way's monitor of all items of a financial or administrative nature for this Contract.

ARTICLE 3. DELIVERY OR PERFORMANCE SCHEDULE

- A. Contractor shall perform the services described in Exhibit A in a manner satisfactory to United Way.
- B. The period of performance under this Contract is specified as January 25, 2009 through September 30, 2009, for which period funds are available and allotted. Subject to continued support from United Way and availability of funds, this Contract may be amended to provide supplemental funds during the contract term. Both parties must mutually agree upon any subsequent time extension, the award of supplemental funds, or renewal in writing. In the case of the City, the execution of a contract amendment to add supplemental funds may be made without City Council approval.

ARTICLE 4. FISCAL ADMINISTRATION

- A. The estimated cost of performance of this Contract is \$31,000.00. United Way has allotted funds for reimbursement of allowable costs incurred in the performance of this Contract in the amount of \$31,000.00 for the period beginning January 25, 2009 to September 30, 2009. United Way's obligation for funding an additional period of time is contingent upon the availability of funds and satisfactory progress as evidenced by compliance with Article 3 above. United Way shall not be obligated to pay Contractor for costs incurred in excess of the total allotted cost as set forth in this subparagraph (A). A budget that is agreed to by the parties of this Contract is hereby attached as Exhibit B and made a part of this Contract for all purposes.
- B. The accounting for funds awarded under this Contract shall be in accordance with generally accepted accounting principles consistently applied. Specifically, Contractor's financial management system should provide:
 - (1) accurate, current, and complete disclosure of the financial activity in connection

- with this Contract;
- (2) records that identify the source and application of funds received from United Way;
- (3) effective control over and accountability for all funds, property and other assets;
- (4) a comparison of actual outlays with budgeted contract amounts;
- (5) consistency with applicable federal cost principles; and
- (6) accounting records supported by source documentation.

Obligations, commitments, encumbrances or expenditures should be made within the budget period.

- C. Any budget revision, including transfers between cost categories, cumulatively shall not exceed ten percent of the total budget. If such transfers are expected, Contractor shall make a written request for prior approval by United Way.

D. Payment Information

- (1) Contractor may submit invoices on a monthly basis, but at a minimum quarterly, to United Way for payment of costs incurred during the preceding month(s). See Exhibit C for sample of invoice. Contractor agrees that United Way may withhold payment of any expenditure that appears questionable, or for which additional information or support is required. Contractor further agrees to furnish United Way such information as may be required to satisfy questions about the expenditure in question.
- (2) Invoices with supporting documentation may be submitted to:

Mary Ellen Burns
Director of Individual Issue Council
United Way
P.O. Box 898
700 S. Alamo
San Antonio, TX 78293-0898

Phone: (210) 352-7028
Fax: (210) 224-4245

Problems or questions relating to payment under this Contract should also be directed to the above address.

- (3) The final invoice must be received by United Way within ninety (90) days of the expiration date of this Contract. The final invoice shall be clearly marked as such. Upon approval of the final invoice, and upon compliance by Contractor with all other provisions of this Contract, United Way shall make final payment to Contractor. If the final invoice is not received within ninety (90) days, United Way will not reimburse Contractor the amount requested in the final invoice for

the work performed under this Contract.

ARTICLE 5. CONFIDENTIALITY

The party receiving confidential information agrees to keep confidential the subject information supplied to it by the other party during the term of this Contract and for a period of five (5) years thereafter; and such information will not be included in any published material without prior approval by the non-disclosing party.

However, United Way acknowledges and agrees that the Public Information Act, Government Code Section 552.021, requires the Contractor to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession which are deemed confidential information pursuant to State or Federal law, Contractor shall seek to withhold disclosure of such public information by submitting the same to the Attorney General for the State of Texas, including within such request for the authority to withhold, the list of specific statutory authority mandating confidentiality.

ARTICLE 6. AUDIT

- A. United Way or any of its duly authorized representatives shall have access at any reasonable time, upon thirty (30) days notification, to Contract related books, documents, papers and records of Contractor and its lower tier subcontractors to make audits, examinations, excerpts and transcripts.
- B. Contractor agrees to maintain all financial records, supporting documents, and other records pertaining to this Contract for a period of three (3) years from submission of the final invoice or final expenditure report to United Way, except that records pertaining to audits, appeals, litigation, or settlement of claims arising out of the performance of this Contract shall be retained until such audits, appeals, litigation, or claims have been disposed of.
- C. In the event that United Way determines through audit or some other appropriate means, that expenditures from funds allocated to Contractor did not meet the provisions of this Contract and are therefore unallowable, Contractor shall promptly refund the unallowable amount to United Way upon demand, or, if final payment has not yet been made, United Way may reduce future payments by the unallowable amount.

ARTICLE 7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall be responsible for compliance with all requirements and obligations relating to the services required by Exhibit A under local, state or federal law.

ARTICLE 8. PUBLICATIONS AND COPYRIGHTS

Contractor will be free to publish the results of research under this Contract, after providing a copy of the publication to United Way. Title to and the right to determine the disposition of any copyrightable material, first produced or composed in the performance of this research, shall remain with Contractor provided that Contractor shall grant to United Way an irrevocable, worldwide, royalty-free, non-exclusive license to reproduce, translate and use any such copyrighted material for its own purposes.

ARTICLE 9. PATENTS AND INVENTIONS

THIS SECTION INTENTIONALLY LEFT BLANK

ARTICLE 10. LIABILITY

Contractor and United Way mutually agree that each party to this Contract is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.

ARTICLE 11. ASSIGNMENT

Neither party shall assign or transfer any interest in this Contract without the prior written approval of the other party.

ARTICLE 12. TERMINATION OF CONTRACT

- A. This Contract may be terminated prior to the expiration of the period of performance by mutual written agreement of United Way and Contractor.
- B. Notwithstanding section (A) above, United Way may terminate this Contract by giving ten days written notice to Contractor. Upon receipt of such notice, Contractor shall cease to incur costs under this Contract and take action to cancel all outstanding obligations that can be reasonably canceled. Within ninety (90) days of the effective date of the termination, Contractor shall submit a final report to United Way covering costs incurred to the date of termination. Contractor shall be entitled to reimbursement for all costs incurred to the date of termination and for all uncancellable obligations up to the maximum amount set forth in Section A of Article 4 of this Contract.

ARTICLE 13. REMEDIES

Violation or breach of contract terms by the Contractor shall be grounds for termination of the Contract. Any increased cost arising from Contractor's default, breach of contract, or violation of terms shall be paid by the Contractor. This Contract shall not be considered as specifying the

exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

The United Way of San Antonio and Bexar County

Mr. Howard Nolan
President

Date: _____

Mr. Reginald Williams
Chair, AACIS Policy Group

The City of San Antonio, Texas

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

EXHIBIT A
Scope of Work

CITY agrees to:

- 1) Provide instructional classroom space to accommodate 15-20 adult students per classroom;
- 2) Conduct outreach to recruit students for computer literacy classes;
- 3) Enroll and assess individuals that are eligible to receive computer literacy services that are funded by AACIS pursuant to this Contract;
- 4) Employ one part-time employee to fulfill the role of Intake Coordinator, who is charged with the following tasks:
 - Conduct community outreach
 - Collect demographic data
 - Register students
 - Collect, input and report student attendance and outcome data
- 5) Hire instructors for the computer literacy classes at the Community Family Resource and Learning Centers (CFRLC)
- 6) Offer 45 classes and 45 open labs to a total of 800 students

EXHIBIT C
SAMPLE FORMAT

Contractor Invoice

FROM: City of San Antonio

Time period:

TO: United Way

Invoice No.:

Amount Due: _____

Date:

Category:	Current Costs Period: _____	Cumulative Costs Period: _____ to _____
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Personnel	\$ _____	\$ _____
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Fringe Benefits

Equipment

Material and Supplies

Travel

Student Support

Indirect Costs

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TOTAL COSTS	\$ _____	\$ _____
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"I hereby certify that all payments requested are for appropriate purposes and in accordance with the Contract set forth in the application and award documents."

Signature

Date

Computer Technology Centers
Alamo Area Community Information System
January 25, 2009 - September 30, 2009

BUDGET

REVENUES:

4501160	Grants Foundation - Restricted	<u>\$31,000</u>
	TOTAL REVENUES	<u><u>\$31,000</u></u>

APPROPRIATIONS

1380000000XXX CTC AACIS 2009

5201040	Fees to Prof. Contractors	<u>\$31,000</u>
	TOTAL APPROPRIATIONS	<u><u>\$31,000</u></u>