

AN ORDINANCE **2010-06-03-0493**

**AUTHORIZING THE NEGOTIATION AND EXECUTION OF A
FUNDING AGREEMENT WITH TRINITY UNIVERSITY FOR \$70,000
AND AN AGREEMENT WITH THE HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO TO FACILATE THEIR CONTRIBUTION OF
\$35,000 TO DEVELOP SCHOOL CENTERED COMMUNITIES**

* * * * *

WHEREAS, the City Council of the City of San Antonio, Texas (“City”) in collaboration with other entities, have a shared interest in inner-city transformation; and

WHEREAS, in order to revitalize the inner city through an extensive community engagement and transformation process centered on schools the Neighborhood Revitalization Initiative (“Project”) shall focus on two inner city neighborhoods, which will serve as a model for transforming other City neighborhoods; and

WHEREAS, Trinity University has agreed to receive funds from contributing entities having this common goal and to act as the leading entity to facilitate the Project; and

WHEREAS, on May 19, 2010 the Governance Committee reviewed this Project and recommended that this agreement be considered by City Council; and

WHEREAS, the board of the Housing Authority of the City of San Antonio (SAHA) met on May 6, 2010 and agreed to participate by donating \$35,000 to this Project; and

WHEREAS, the City Council agrees to be SAHA’s fiscal agent for this project and negotiate and execute the relevant agreements; and

WHEREAS, the City Council finds that it is in the City’s interest to invest \$35,000 which together with the \$35,000 from SAHA will provide a \$70,000 investment in this Project to begin aligning community development with education and leverage limited resources to create school centered communities; **NOW THEREFORE:**

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

SECTION 1: The City hereby authorizes the City Manager or her designee to negotiate and execute an agreement accepting \$35,000 from SAHA for this Project, which will be attached and incorporated into this Ordinance as Exhibit 1.

SECTION 2: The City hereby authorizes the City Manager or her designee to negotiate and execute an agreement for \$70,000 with Trinity University to help fund the Neighborhood Revitalization Initiative. A copy of this agreement will be attached and incorporated into this Ordinance as Exhibit 2 upon execution by the parties.

SECTION 3: Funding in the amount of \$35,000.00 for this Ordinance is available in Fund 11001000, Cost Center 3801010001, General Ledger 5201040, as part of the Fiscal Year 2010 Budget.

SECTION 4: Funds received by this Ordinance from San Antonio Housing Authority in the amount of \$35,000.00 shall be deposited in Fund 11001000 and is authorized to be included in the agreement to Trinity University.

SECTION 5: Payment not to exceed the budgeted amount of \$70,000.00 is authorized to Trinity University and should be encumbered with a purchase order.

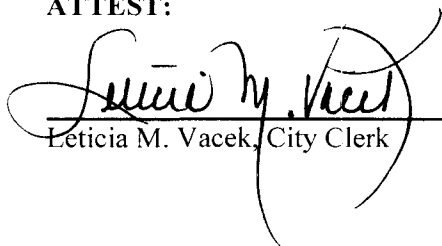
SECTION 6: The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 7: This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED and APPROVED this 3rd day of June, 2010.

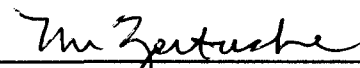

M A Y O R
Julián Castro

ATTEST:

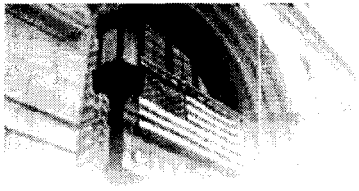


Leticia M. Vacek, City Clerk

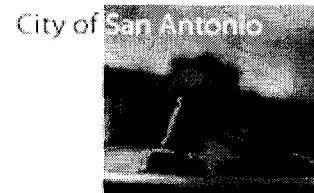
APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 30

Name:	30						
Date:	06/03/2010						
Time:	10:01:53 AM						
Vote Type:	Motion to Appr w Cond						
Description:	An Ordinance authorizing an agreement with Trinity University for \$35,000.00 from the City’s FY 2010 General Fund Budget resources toward a community needs assessment of approximately \$200,000.00 to develop school center communities in San Antonio Neighborhoods. [Peter Zanoni, Assistant City Manager; Cindy Schoenmakers, Interim Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
John G. Clamp	District 10		x				

EXHIBIT “1”

Memorandum of Understanding with SAHA

MEMORANDUM OF UNDERSTANDING

The Housing Authority of the City of San Antonio, a political subdivision of the State of Texas (“SAHA”); and the City of San Antonio, Texas a home rule municipality situated within Bexar County, Texas (“CITY”), enter into this Memorandum of Understanding to be effective on the ____ day of _____, 2010. SAHA and CITY are referred to collectively as the “Parties”, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH:

WHEREAS, the Parties, along with other interested stakeholders, have a shared interest in inner-city community transformation; and

WHEREAS, the Parties have proposed a San Antonio Neighborhood Revitalization Initiative (Project), the core of which is a participatory and systemic approach to community building that seeks to align community development with education and leverage limited resources to create school centered communities; and

WHEREAS, utilizing a broadly based community partnership, the Project shall focus on two inner city neighborhoods, which will serve as a model for transforming other City neighborhoods; and

WHEREAS, the CITY, SAHA, Trinity University, San Antonio Independent School District and other community and governmental entities are cooperating to facilitate the Project in order to assist community transformation and revitalization through an extensive community engagement process and needs assessment/asset inventory; and

WHEREAS, the SAHA board met on May 6, 2010 and agreed to participate in the collaborative planning efforts and donate \$35,000 to this project; and

WHEREAS, pursuant to Ordinance No. 2010-06-03-0493, passed and approved on June 3, 2010, the City Council authorized the City to act as a fiscal agent for SAHA for the benefit of the citizens of San Antonio; **NOW THEREFORE:**

In consideration of the following mutual promises and obligations and for the benefit of the citizens of the City of San Antonio, and to facilitate community transformation and revitalization, both parties agree as follows:

1. The Parties have joined to facilitate the execution of the San Antonio Neighborhood Revitalization Initiative by Trinity University (Trinity). San Antonio City Council endorsed the Project on June 3, 2010 via Ordinance 2010-06-03-0493 in order to assist community

transformation and revitalization within the City.

2. SAHA endorsed the Project on May 6, 2010 and decided to provide \$35,000 to the Project and appoint CITY as its fiscal agent for this Project.
3. SAHA shall provide the CITY the total sum of \$35,000 for this Project, after which the CITY shall be responsible for paying this \$35,000 to Trinity for the implementation of the Project. CITY will disburse the funds received from SAHA to Trinity when such funds are available and requested by Trinity. CITY is not responsible for providing Trinity funds due Trinity from SAHA if CITY has not received SAHA's funds.
4. The Parties agree that if payment to Trinity is not complete within a reasonable amount of time, then SAHA's \$35,000 would be promptly refunded. .
5. SAHA and the CITY each acknowledge that they will have no rights or benefits under the Professional Services Agreement, which Trinity has engaged in for this Project, other than those afforded a third party beneficiary, and each agrees that Trinity shall be the sole party with the right to enforce the terms and provisions of the Professional Services Agreement.
6. The Parties acknowledge that Trinity is responsible for determining whether the services performed by any and all consultant(s) for the Project are completed satisfactorily and whether to accept such services and issue payment for such services. It is the responsibility of Trinity to pay all consultant(s) involved in the Project.
7. The signer of this Agreement for SAHA represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of SAHA and to bind SAHA to all of the terms, conditions, provisions and obligations herein contained.

This Memorandum of Understanding is entered into this ____ day of _____, 2010.

[Signatures to follow on next page]

CITY OF SAN ANTONIO

**HOUSING OF THE CITY OF SAN
ANTONIO**

(Signature)
Printed Name: **SHERYL L.
SCULLEY**
Title: **CITY MANAGER**
Date: _____

(Signature)
Printed Name: **LOURDES CASTRO
RAMIREZ**
Title: **PRESIDENT AND
CEO**
Date: _____

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

EXHIBIT “2”

Funding Agreement with Trinity University

**FUNDING AGREEMENT
FOR NEIGHBORHOOD REVITALIZATION INITIATIVE**

STATE OF TEXAS	§	
	§	
COUNTY OF BEXAR	§	TRINITY UNIVERSITY
	§	
CITY OF SAN ANTONIO	§	

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter “CITY”) acting by and through its City Manager or her designee pursuant to Ordinance 2010-06-03-0493 and Trinity University (hereinafter “TRINITY”), both of which may be referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Parties, along with other interested stakeholders in San Antonio have a shared interest in inner-city community transformation; and

WHEREAS, the Parties have proposed a San Antonio Neighborhood Revitalization Initiative (INITIATIVE), the core of which is a participatory and systemic approach to community building that seeks to align community development with education and leverage limited resources to create school centered communities; and

WHEREAS, TRINITY, the CITY, San Antonio Independent School District and other community and governmental entities are cooperating to facilitate the INITIATIVE in order to assist community transformation and revitalization through an extensive community engagement process and needs assessment/asset inventory; and

WHEREAS, as part of the INITIATIVE, the Parties are focusing on two inner city neighborhoods to serve as pilot projects which will become models for transforming City neighborhoods; and

WHEREAS, pursuant to Ordinance No. 2010-06-03-0493, passed and approved on June 3, 2010, the City Council authorized the expenditure of funds in order to contribute towards funding the INITIATIVE for the benefit of the citizens of San Antonio; and

WHEREAS, TRINITY has agreed to receive funds from contributing entities having this common interest and to act as the leading entity to engage the services of, and work with, Consultant on the INITIATIVE; **NOW THEREFORE:**

In consideration of the following mutual promises and obligations for the benefit of the citizens of the City of San Antonio, and to facilitate community transformation and revitalization, both parties agree as follows:

I. TERM

1.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 22, 2010 and conclude on December 31, 2012 or upon completion of the INITIATIVE whichever is sooner.

II. SCOPE OF SERVICES

2.1 TRINITY agrees to provide the services described below in exchange for the compensation described in Article IV. "Compensation".

2.2 TRINITY will lead the INITIATIVE by conducting a needs assessment and asset inventory for two neighborhoods, one on the Eastside and the other on the Westside. This needs assessment and asset inventory will guide neighborhood revitalization in those targeted neighborhoods based on a "community school model".

2.3 For the first phase on the Eastside, TRINITY shall engage the services of a Consultant by entering into an Agreement for Consulting Services for the Eastside Comprehensive Implementation Project attached and incorporated herein by reference as Exhibit "A." TRINITY shall submit the final agreement(s) and any amendments to the CITY. The Parties anticipate the first phase of the INITIATIVE will be implemented starting March 22, 2010.

2.4 TRINITY will act as leading entity to work with Consultant and to manage, oversee and facilitate the execution of the first phase of the INITIATIVE, Eastside Comprehensive Implementation Project, by Consultant.

2.5 TRINITY will establish the schedule, facilitate and monitor its progress and timely completion, and review and confirm the adequacy of all deliverables prior to making payment to Consultant. TRINITY will support all Geographic Information Systems data and resources as required by the INITIATIVE. The Parties agree that TRINITY will provide, at its own cost, in-kind support to the planning process as defined in Exhibit A that will not be compensated by the CITY.

2.6 Notwithstanding any CITY representation and ongoing participation on the Citywide Steering Committee, the Citywide Task Force or any other Committee, TRINITY shall submit the deliverables listed in Exhibit B Dignowity Hill San Antonio Eastside Project to CITY according to the timeline specified therein. This includes copies of the Neighborhood Profile, Community and Educational Needs Matrix, Neighborhood revitalization strategies, draft recommendations, final recommendation and final Community Development Report TRINITY shall invite CITY representatives to be present when Consultant makes its presentations of the aforementioned documents.

2.7 TRINITY agrees that it will be responsible for determining whether the services performed by Consultant under the Agreement for Consulting Services are completed satisfactorily and delivered, and whether to accept such services and issue payment for such

services. TRINITY agrees that it will be responsible for payment to Consultant to complete the INITIATIVE in accordance with its executed agreement. TRINITY will provide the CITY with copies of payments made under the Agreement for Consulting Services to the CITY.

2.8 TRINITY is responsible for delivering a product of equal quality including deliverables equivalent to those listed in Exhibit B with regard to the second phase of the INITIATIVE, which will focus on the Westside.

III. CITY RESPONSIBILITIES

3.1 CITY shall coordinate and cooperate with TRINITY and third parties so that inventory of assets, analysis of existing community data, research of existing best practices and other relevant information can be examined and completed to facilitate the completion of the final report and delivery to CITY.

3.2 CITY may have CITY planning and other staff person(s) available to support INITIATIVE related work.

3.3 CITY may also assign a representative from the Office of the Mayor for INITIATIVE related work.

3.4 CITY will have the option to participate in the Citywide Steering Committee through the participation of the Mayor or representatives from the Mayor's Office, certain City Council Members, and CITY staff from the Department of Community Initiatives, the Planning and Development Services Department and/or other CITY departments as necessary. CITY may assign administrative personnel to participate in the Citywide Task Force.

3.5 CITY will provide to TRINITY any public, non-protected or non-confidential report, plans, or information maintained by the CITY impacting the selected pilot areas which are the subject of the INITIATIVE.

3.6 CITY may also integrate the INITIATIVE's website with the CITY's website as appropriate.

IV. COMPENSATION

4.1 Following submission to the CITY of an executed agreement between TRINITY and Consultant for the INITIATIVE, CITY agrees to pay TRINITY an amount not to exceed \$35,000.00 as its funding contribution.

4.2 Should the San Antonio Housing Authority (SAHA) approve the expenditure of \$35,000 for this INITIATIVE and tendered said payment to CITY, CITY will pay this additional \$35,000 for a cumulative total not to exceed \$70,000. If SAHA does not tender \$35,000 to CITY then CITY contribution will continue to be limited to \$35,000 as stated in 4.1.

4.3 No additional fees or expenses of TRINITY shall be charged to the CITY by TRINITY nor be payable by CITY. The parties hereby agree that the amount provided by the CITY under this Agreement shall serve as total payment from the CITY for all of TRINITY's compensable expenses. TRINITY agrees that the CITY shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of TRINITY). An increase in funding and additional payment may only be made with prior approval and agreement of all parties, and by amendment evidenced in writing and approved by the San Antonio City Council by passage of an ordinance.

4.4 In the event of termination by the CITY, TRINITY will immediately refund to the CITY a pro rata share of the cumulative total based on the amount of work satisfactorily completed prior to the termination date. Refund will be made no later than ten (10) days from the date of notification of termination.

V. NOTICE

5.1 Except where the terms of this Agreement expressly provide otherwise, all official communications and notices between the parties shall be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three (3) days after depositing it in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sent by certified mail, return receipt requested and/or by a commercial courier service for expedited delivery to be confirmed in writing by the courier, at the addresses below.

If intended for CITY, to: Department of Community Initiatives
115 Plaza De Armas, Suite 210
San Antonio, Texas 78205

With copy to: Planning and Development Services Department
1901 South Alamo
San Antonio, TX 78204

If intended for TRINITY, to: Christine Drennon
Urban Studies Program
Trinity University
1 Trinity Place
San Antonio, TX 78212

With a copy to: Ana Windham
Associate Vice President for Fiscal Affairs
Trinity University
One Trinity Place
San Antonio, Texas 78212

Indicate on any payment to TRINITY that it is for the Urban Studies Initiative.

Notice of change of address by either party must be in writing and delivered to the other party's last known address within five business days of the change.

VI. TERMINATION

6.1 Defaults with Opportunity for Cure. Should TRINITY default in the performance of this Agreement, CITY shall deliver written notice of the specific default(s) to TRINITY. TRINITY shall have fifteen (15) calendar days after receipt of the written notice to cure such default. If TRINITY fails to cure the default within the fifteen-day cure period, CITY shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate. In the event of termination by the CITY, TRINITY will immediately refund to the CITY a pro rata share based on the amount of work satisfactorily completed prior to the termination date. Refund shall be made no later than ten (10) days from the date of notification of termination.

6.2 Termination not sole remedy. In no event shall CITY's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue TRINITY for any default hereunder or other action.

VII. AMENDMENTS

7.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by amendment, in writing, executed by both CITY and TRINITY.

VIII. COMPLIANCE

8.1 TRINITY shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

IX. SEVERABILITY

9.1 If any provision of this Agreement is for any reason held to be unconstitutional, void or invalid, the remaining of this Agreement will remain in effect and the provision(s) or section(s) so held shall be reformed to reflect the intent of the parties.

X. LAW APPLICABLE

10.1 THIS 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. Any legal action or proceeding brought or maintained, directly or indirectly, resulting from this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XI. LEGAL AUTHORITY

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

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing ordinance and its exhibits including the San Antonio Neighborhood Revitalization Initiative, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed on. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless it is in writing, dated subsequent to the date hereto and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

TRINITY UNIVERSITY

(Signature)

(Signature)

Printed Name: Sheryl L. Sculley
Title: City Manager

Printed Name: Mark Detterick
Title: Vice President for Fiscal
Affairs

Date:

Date:

Approved as to Form:

City Attorney

Exhibit A – Agreement for Consulting Services

Exhibit B – Dignowity Hill San Antonio Eastside Project Deliverables

EXHIBIT A
AGREEMENT FOR CONSULTING SERVICES

AGREEMENT FOR CONSULTING SERVICES

BETWEEN Trinity University
One Trinity Place
San Antonio, TX 78212
Representative: Dr. Christine Drennon

AND Concordia LLC
201 St. Charles Avenue, Suite 4318
New Orleans, LA 70170
Representative: Mr. Steven Bingler

AGREEMENT DATE March 22, 2010

FOR THE FOLLOWING PROJECT: Eastside Comprehensive Implementation Project

1.0 PURPOSE

Concordia, LLC will engage the citywide working group and neighborhood stakeholders using the Concordia Nexus Planning Model to create an implementation strategy and Action Plan to coordinate the efforts of city agencies and organizations that establishes a neighborhood-based continuum of education that leads to neighborhood stabilization in the Dignowity Hill community of San Antonio, TX.

2.0 WORK PLAN

This Work Plan details Concordia's scope of services for the entire project, including implementing the Concordia Nexus Planning meetings and research, resulting in development of the aforementioned Action Plan. The Action Plan will help articulate a coordinated vision, mission, values, operating principles, and direction. This plan will also document data and recommendations gleaned through compiled research, stakeholder interviews, and group meetings. This Agreement covers §2.1 (Discovery Phase) and §2.2 (Organizing Phase). Additional scope tasks as outlined below will proceed if and only if authorized in writing by the client.

2.1 Discovery (Months 1 and 2)

- a. Work with Trinity University to develop one neighborhood profile of existing resources in six planning domains, which include all physical, cultural, social, economic, organizational and educational assets. Determine a strategy to engage existing city and school leadership, administrators and staff, program managers, architects and others to leverage existing school facility and educational programming assets towards the development of clustered nexus facilities and services through a community based implementation process.
- b. Work with Trinity University to determine existing technical resources available to support the nexus implementation process, including opportunities for open access to community indicators and geographic information systems technology.

2.2 Organizing (Months 1 and 2, simultaneously with Discovery Phase)

- a. Work with city officials, school district, county, state resources to cultivate data-sharing relationships.

- b. Interview, hire and train three local Community Fellows (Youth and Adult) in the project neighborhood.
- c. Together with COSA and Trinity University identify a citywide working group to advise on the strategy for nexus neighborhood development and to recruit local stakeholders.
- d. Organize a Neighborhood Steering Committee (NSC) in the neighborhood to participate in the process.
- e. Identify and coordinate with public and philanthropic urban planning work, including city, county, and regional city and school planning initiatives.
- f. Create project website and integrate with appropriate School District and City websites.
- g. Establish a working relationship with appropriate city and school district administrative support staff assigned to work on this project.

2.3 Community Engagement Steering Committee Process (Months 3 through 9)

This process will result in a set of recommendations for development and implementation of clustered community services with schools as centers of community.

- a. Meeting #1: Process Overview (Month 3)
 - The goal of Meeting # 1 will be to establish the nature and scope of the very early childhood, early childhood and pre K-8 program planning and implementation process. Attendees will be oriented in the methodology for planning and implementation. Roles and responsibilities of project members will be clarified.
 - Concordia will make a presentation on current best practices on whole child and family environments and frameworks. Participants will identify community needs to address this educational pipeline and to improve quality of life in the identified neighborhood.
- b. Meeting #2: Steering Committee Organization (Month 4)
 - The goal of Meeting # 2 is to form subcommittees that will work together throughout the remainder of the process and to review any data collected to date.
 - Results of the work completed in meeting #1 will be presented.
 - Results of a growth and quality of life needs report will be presented.
 - Concordia will facilitate the formation of subcommittees that will be organized around the six nexus resource domains.
 - These study groups will be lead by two co-chairpersons. At least two members of each of the above subcommittees will serve on Communications Task Force.
 - Between Meetings 2 and 3, the Communications Task Force will meet for orientation.
 - The subcommittee chairs and communications representatives will be coached and supported throughout the process and will build capacity to implement and sustain the work moving forward.
- c. Meeting #3: Round Robin (Month 5)

- The goal of Meeting #3 is to facilitate an opportunity for the subcommittees to share information and for all steering committee members to participate in a discussion about their opportunities.
 - Subcommittees will present draft reports to other subcommittees using a round robin format.
 - Full steering committee reviews and considers ideas discussed in the round robin sessions.
 - Between Meetings 3 and 4, the Communications Task Force and Facilitator Team will reorganize to form the Action Team to continue community outreach and to lay the groundwork for sustaining the implementation process.
- d. Meeting #4: Conceptual Design Charette (Month 6)
- The goal of Meeting #4 is to formulate preliminary recommendations through a large group charette process.
 - The Action Team will update the communications plan and introduce the subcommittee's revised purpose to the Neighborhood Steering Committee.
 - Between Meetings 4 and 5, Neighborhood Steering Committee members will obtain a wide range of community feedback on the preliminary recommendations developed in the charette process.
 - Between Meetings 4 and 5, members of the Action Team and Concordia staff will develop an interim report. The feedback will be organized or use in Meeting 5.
- e. Meeting #5: Revised recommendations (Month 7)
- The goal of Meeting # 5 is to integrate community feedback about preliminary recommendations.
 - The Action Team will provide an update on the communications plan and feedback from the interim report to the client on preliminary recommendations.
 - Small groups will discuss community and district feedback and modify recommendations in response to this information.
 - Staff will present next steps including programming, building design and construction.
 - The Neighborhood Steering Committee will review revised recommendations to ensure that they have responded to feedback and respond to the problem statement.
 - Between Meetings 5 and 6, Neighborhood Steering Committee members will obtain community feedback on the revised recommendations.
- f. Meeting #6: Recommendations (Month 8)
- The goal of Meeting # 6 is to refine scenarios and prioritize recommendations and to research consensus on recommendations.
 - The Action Team will provide an update on the communications plan and discuss plans for ensuring sustainability of the process.
 - Small groups review all recommendations developed during the process and develop prioritized scenarios of recommendations.
 - The Neighborhood Steering Committee will discuss small group recommendations and reach consensus on recommendations.
 - Estimated Timeframe: 7 to 8 months from first community meeting.

2.4 Citywide Working Group Meeting Process (Months 2 – 9)

This process will result in a set of recommendations for development and implementation of clustered community services with schools as centers of community.

- a. Meeting #1: June 30
 - Project Overview & Community School Vision.
- b. Meeting #2: August 25
 - Present Community Profile
 -
- c. Meeting #3: September 22
 - Present Results from Community Meeting 1.
 - Present Community-Driven Needs Matrix.
 - Introduction of Community Fellows.
- d. Meeting #4: October 20
 - Present Results from Community Meeting 2.
 - Report from Community Fellows.
 - Chairs present subcommittee reports.
- e. Meeting #5: November 17
 - Present rough draft Recommendations Report
 - Report from Community Fellow
- f. Meeting #6: December 15
 - Present Revised Recommendations.
 - Report from Community Fellow and Subcommittee Chairs
- g. Meeting #7: January (TBD)
 - Present Final Recommendations

3.0 FUTURE PLANNING OPPORTUNITIES

If the Client decides to provide community planning services in other neighborhoods, the Client agrees to allow Concordia the first opportunity to make a formal proposal to the client for providing these services therein.

4.0 DESIGNATED REPRESENTATIVE

The Client shall designate an official representative for this project who is authorized to act on behalf of the Taskforce and all parties involved with respect to this project.

5.0 PARTIES RESPONSIBILITIES

Equipment and Facilities. Client will provide Concordia with access to all needed records and materials that are not confidential. Client will provide facilities and refreshments for the group meetings. Concordia will provide all other equipment and materials necessary to render the services.

6.0 TIMELINE

Concordia's services shall be performed as expeditiously as is consistent with professional skills and the orderly progress of the work. The duration of this project under this scope of work under this Agreement is from **March 22, 2010 to January 22, 2010.**

7.0 COST OF SERVICES

The fee for full performance of services as outlined for §2.1 (Discovery Phase) and §2.2 (Organizing Phase) in this Agreement shall be a stipulated sum of **Ninety Five Thousand One Hundred Forty Dollars (\$95,140.00)**. The subsequent phases outlined within the Scope of Work for the entire project will proceed if and only if authorized in writing by the client.

The fee for subsequent phases outlined in the Scope of Work shall be a stipulated sum of One Hundred Fourteen Thousand Nine Hundred Fifty Dollars (\$114,950.00).

8.0 ADDITIONAL SERVICES

Additional services shall not be rendered by Concordia unless they are first authorized in writing by the designated Client Representative. The payment to Concordia for extra services beyond the outlined Scope of Work shall be on an hourly basis at the rates set forth below, upon submission of a monthly statement of itemized costs therefore:

• Principals	\$225.00
• Project Director	\$185.00
• Technical Consultant	\$175.00
• Project Planner	\$125.00
• Administrator III Staff	\$85.00
• Administrator II Staff	\$68.00

9.0 PAYMENT FOR SERVICES

An initial payment in the amount of Fourteen Thousand Two Hundred Seventy One Dollars (\$14,271.00) representing 15% of the Agreement amount shall be made upon signing this Agreement. Invoices will be sent to the Client monthly for facilitation and strategic planning services provided. Payment shall be made within thirty (30) days after receipt of invoice.

10.0 TERMS

Any revisions to this Agreement will be submitted in writing and agreed to by both parties in a timely manner.

11.0 PROJECT EXPENSES

- 11.1 Client Expenses: The Client will incur various direct and indirect expenses associated with the project, including meeting space, any additional printing costs associated with dissemination of agendas, reports and materials beyond group meeting participants.
- 11.2 Concordia Expenses: Out of pocket expenses incurred in performance of this Agreement are included in the total fee. Concordia will cover meeting materials, graphic presentations, long distance telephone calls, and overnight mail charges.

12.0 TERMINATION FOR CAUSE

If Concordia materially breaches any of the material terms of this Agreement and fails to cure such breach within ten (10) days of receipt of a written notice of default from the Client, the Client may terminate this Agreement effective immediately upon written notice of termination to Concordia. If the Client materially breaches any of the material terms of this Agreement and fails to cure such breach within ten (10) days of receipt of a written notice of default from Concordia, Concordia may terminate this Agreement effective immediately upon written notice of termination to the Client. In the event of the termination of this Agreement by Concordia for cause or in the event the Client exercises its option to terminate this Agreement prior to the end of the term of this Agreement, and without limiting any other legal remedy available to Concordia, the Client shall remain obligated to pay, and Concordia shall be entitled to keep, all

compensation and expenses paid and payable under this Agreement through the date of termination.

13.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

13.1 Definitions:

"Intellectual Property Rights" shall mean any and all rights to exclude that exist under copyright law, trademark law, trade secret law, moral rights law, unfair competition law or other similar rights.

The "Concordia Nexus Planning Model " shall mean a process, developed by Concordia and owned solely by Concordia, for developing and implementing a comprehensive community-wide educational development plan.

The "Concordia Instruments" shall mean all documents and things produced by any person or entity pursuant to the Concordia Nexus Planning process.

The "Concordia Trademarks" shall mean all words, symbols or other indicia used as trademarks or service marks by Concordia, including without limitation "Concordia" and "Nexus."

The "Concordia Intellectual Property" shall mean all information or material of any kind, type or nature, tangible or intangible, in or to which Concordia, or any entity Concordia owns or controls, has any Intellectual Property Rights, including without limitation the Concordia Instruments, the Concordia Trademarks and the Concordia Nexus Planning Model.

The "Concordia Proprietary Information" shall mean all information of any kind, type or nature, including oral, written, graphical or electronic information, that is confidential or proprietary to Concordia, including without limitation the Concordia Instruments, the Concordia Model, all techniques, teaching or instruction methods, customer lists, vendor and supplier lists, business opportunities, books, records, notebooks, manuals, ideas, plans, processes and business practices.

13.2 Protection of Intellectual Property and Proprietary Information

13.2.1 The Concordia Instruments, the Concordia Trademarks and the Concordia Nexus Model were and/or will be developed by Concordia and contain and/or will contain Concordia Intellectual Property and Concordia Proprietary Information. All Concordia Instruments will designate Concordia as copyright owner and will contain such copyright notices with respect thereto as Concordia deems appropriate. Trinity acknowledges that the Concordia Instruments shall be the sole property of Concordia and that neither Trinity nor any of its employees, representatives or agents shall claim, have or retain any Intellectual Property Rights or any other rights in or to any portion of the Concordia Instruments, the Concordia Trademarks or the Concordia Nexus Planning Model.

13.2.2 Trinity hereby expressly assigns to Concordia any and all right, title and interest it or any of its employees, representatives or agents may have or may acquire at any time in or to the Concordia Instruments, the Concordia Trademarks and/or the Concordia Nexus Planning Model including any Intellectual Property Rights pertaining thereto.

Trinity agrees to execute any and all instruments or documents in favor of Concordia, or entities Concordia owns or controls, as may be required to perfect the foregoing assignment.

13.2.3 During the term of this Agreement and following the termination hereof, Trinity and its employees, representatives and agents shall not, without prior written consent of Concordia, disclose to or use for the benefit of any person, corporation, or other entity, including itself, any of the Concordia Instruments, the Concordia Trademarks or the Concordia Nexus Planning Model or any other Concordia Intellectual Property or Concordia Proprietary Information, except as provided expressly in this Agreement.

14.0 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

15.0 BINDING ON SUCCESSORS OR ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

16.0 GOVERNING LAW

This Agreement shall be governed by the laws of the state of Texas. The parties agree that the venue for bringing any action under this Agreement shall be San Antonio, Texas.

17.0 INDEMNIFICATION AND LEGAL FEES

Concordia agrees to indemnify, defend and hold harmless the Client, its governing board, officers, employees and agents and the Client agrees to indemnify, defend and hold harmless Concordia, its governing board, officers, employees and agents from and against any and all liability and expense arising from or connected to the provision of services under this Agreement. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

18.0 AUTHORITY TO EXECUTE

The signatories each warrant and represent that they have full power and authority to execute this Agreement and thereby fully bind the respective parties.

AUTHORIZED PERSON TO SIGN FOR CONCORDIA LLC:

April 13, 2010

DATE _____

Steve Biss

Steven B. Bingler, President
Concordia LLC

AUTHORIZED PERSON TO SIGN FOR TRINITY UNIVERSITY:

DATE _____

Trinity University

EXHIBIT B
DIGNOWITY HILL SAN ANTONIO EASTSIDE
PROJECT DELIVERABLES

Dignowity Hill – San Antonio Eastside Project

Deliverables

1. Organization and facilitation of two stakeholder groups:
 - a. Citywide Working Group – as identified by COSA and Trinity University;
 - b. Neighborhood Steering Committee – as identified by Concordia with local assistance.
2. Identification and Training of Community Fellow (fellow introduced Sept. 2010).
3. Development of Neighborhood Profile (delivery: Aug. 2010).
4. Organization and facilitation of six (6) neighborhood steering committee meetings (August, September, October, November, December, January).
5. Organization and facilitation of eight (8) citywide working group meetings (May, June, August, September, October, November, December, January).
6. Development of Community and Educational Needs matrix (delivery: Sept. 2010).
7. Development of draft school-based neighborhood revitalization strategies (delivery: Dec. 2010).
8. Development of draft recommendations (delivery: Dec. 2010).
9. Development of final recommendations (delivery: Jan. 2011).
10. Development of final report (delivery: February 2011).