

STATE OF TEXAS § HOMELESS VETERANS' OUTREACH
§ (NAVIGATOR) PROGRAM
COUNTY OF BEXAR § FUNDING AGREEMENT

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "**City**"), a Texas municipal corporation, acting by and through its City Manager or authorized designee pursuant to Ordinance No. _____, dated _____, 2016, and Haven for Hope of Bexar County, a Texas non-profit corporation (hereinafter referred to as "**Grantee**"), acting by and through its duly authorized officers, and together referred to as the "Parties."

WHEREAS, the expenditure of public funds to assist San Antonio's homeless veterans population and in support of the Haven for Hope homeless campus (the "**Campus**") serves the public purposes of providing for the basic necessities of life and the public health, safety, and welfare of San Antonio residents; and

WHEREAS, the specific purposes of outreach efforts and the Campus is to treat the root causes of homelessness and address the housing, workforce training, medical, mental health, and substance abuse needs of the homeless population by providing humane and therapeutic services and connecting individuals and families to services appropriate to their needs; and

WHEREAS, the City has leased to Grantee the premises upon which the Campus is situated pursuant to that certain Lease between the City and the Grantee, dated March 6, 2008 and authorized pursuant to Ordinance 2008-03-06-0164, together with all attachments, appendices and exhibits, and amendments thereto; and

WHEREAS, the Grantee manages and leads the day to day operation of the Campus on a collaborative basis with various service providers; and

WHEREAS, the City has therefore identified Grantee as the appropriate party to receive additional funding to further assist in the fulfillment of the public purposes identified in this Agreement;

WHEREAS, the Grantee shall expend the funds provided under this Agreement in accordance with all applicable laws; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions for the City's funding of homeless veterans' outreach services, sometimes referred to as the "**Navigator**

Program.” The general purpose and objectives and specific service plan are more particularly described in Attachment I (collectively, the “**Authorized Purpose**”).

II. TERM

2.01 The term of this Agreement shall be effective beginning _____ and continue until (a) final payment of all allowable expenditures for the Authorized Purpose under this Agreement; or (b) September 30, 2017, whichever occurs later, unless this Agreement is terminated earlier by the City pursuant to the provisions for termination in this Agreement (the “Term”). Notwithstanding the foregoing, the outreach services contemplated herein and City’s payments to Grantee hereunder, will not commence until Grantee notifies City in writing that it has engaged the Navigators and they are ready to begin performing outreach services pursuant to this Agreement (“**Commencement Date**”).

III. DESIGNATED REPRESENTATIVES

3.01 Unless written notification by Grantee to the contrary is received and approved by City, Grantee’s Vice President of Strategic Relationships shall be Grantee’s designated representative responsible for the administration and management of this Agreement.

3.02 The Director of the City’s Department of Human Services of (the “**DHS**”) or her designee shall be responsible for the administration of this Agreement on behalf of City.

3.03 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in paragraphs numbered 3.02 and 3.03 hereinabove.

IV. GENERAL RESPONSIBILITIES OF GRANTEE

4.01 Grantee hereby agrees to use funding provided to Grantee pursuant to this Agreement solely for the Authorized Purpose.

4.02 Provided Grantee receives any funding described in this Agreement, Grantee accepts full responsibility for the performance of all services and activities described in this Agreement.

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

5.01 Grantee warrants and represents that it will comply with all applicable federal, state and local laws and regulations in the performance of the obligations set forth in this Agreement. Grantee also agrees to require by written agreement that its consultants, contractors and subcontractors (and their respective officers, agents, employees, directors and representatives) shall be responsible for spending funds, purchasing goods or performing services paid for with funds provided through this Agreement in compliance with applicable federal, state and local laws and regulations.

5.02 To the extent applicable, Grantee agrees to abide by Chapters 252 and 271 of the Texas Local Government Code, and Chapters 2254 and 2267 of the Texas Government Code or other competitive contracting processes allowed for as express exceptions to these laws.

VI. USE AND OPERATIONS

6.01 Grantee will provide, oversee, administer, and carry out all activities and services in compliance with this Agreement, including the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I. The Director of the DHS may agree to an amendment of this Agreement without further action by City Council in order to revise Attachments I and II, so long as modifications are consistent with, and in furtherance of, the Authorized Purpose.

VII. FUNDING AND ASSISTANCE BY CITY

7.01 City shall reimburse Grantee for allowable expenses only, which are those expenses that are incurred directly and specifically in the performance of and in compliance with (i) this Agreement, (ii) the **Budget** attached hereto and incorporated herein for all purposes as Attachment II, and (iii) all city, state and federal laws, regulations and ordinances affecting Grantee's operations hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of \$150,000.00. It shall be Grantee's sole responsibility to confirm the availability of proceeds from the City and to obtain prior approval of an expenditure in order to receive reimbursement pursuant to this Agreement.

7.02 City shall neither be obligated nor liable under this Agreement to any third party for payment of any monies or provision of any goods or services. All other costs beyond that which are provided as reimbursement to Grantee under this Agreement, or as may be agreed upon by the Parties hereto by separate written agreement with respect to the Campus, are the sole responsibility of Grantee.

VIII. RESERVED

IX. REIMBURSEMENT BY CITY; RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

9.01 City shall reimburse Grantee in accordance with the following procedure:

9.01.1 Grantee shall submit any applicable invoices and documentation supporting Grantee's expenditure in question to Director of the DHS or her designee for unreimbursed expenditures from the preceding month. Grantee shall certify on each invoice that the expenditures for which Grantee seeks reimbursement in the invoice were made in compliance with federal, state and local laws.

9.01.2 After the Director of the DHS or her designee reviews and approves each invoice,

the invoice and supporting documentation will be forwarded to the appropriate individual(s) for processing payment.

9.02 City shall provide Grantee written notice regarding any expenditure the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice will provide Grantee thirty (30) days from receipt of said notice to cure the deficiency or refund to the City any sum of money previously provided by City to Grantee determined to:

- (A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or
- (B) Not be supported by adequate documentation to fully justify the expenditure.

9.03 For the period described in Section 9.04, Grantee agrees to maintain readily identifiable records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this Agreement. Grantee further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and
- (B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

9.04 Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities related to this Agreement for a minimum of four (4) years from the expiration or early termination of this Agreement. Records will be retained by Grantee in an electronic format and Grantee will forward the records to City at the end of the four (4) year period, if requested by the City.

9.05 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 9.02 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) days of City's written request therefor wherein the amount disallowed or disapproved shall be specified.

X. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01 Grantee further represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to City is, and shall be, to the best of Grantee's knowledge and belief, complete and accurate as of the date shown on the information, data, or report.
- (B) It is financially stable and capable of fulfilling its obligations under this

Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder.

- (C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

XI. ACCESSIBILITY OF RECORDS AND MONITORING

11.01 At the start of the Agreement Term, a **Contract Monitoring Report** containing projected monthly performance measures hereunder for the entire Agreement Term shall be developed and approved by designated contract monitoring staff. For each month during the Term, beginning with the month in which the Commencement Date occurs, Grantee shall submit a completed monthly Contract Monitoring Report (which template is attached hereto and incorporated herein as Attachment III) no later than the 10th day business day of the next following month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for the month preceding the submission. Grantee ensures that, to the best of its knowledge and belief, all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

11.02 At any time and as often as City may deem reasonable and necessary, upon five (5) business days written notice, Grantee shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine and make excerpts and/or copies of same (at City's expense, unless the cause of such audit or review is as a consequence of - Grantee's non-compliance in which case the cost of the audit, copies or other associated expenses shall be at Grantee's expense).

11.03 Grantee agrees that City may carry out reasonable monitoring and evaluation activities so as to ensure compliance by Grantee with this Agreement, and Grantee shall provide reasonable access to City related to such activities, and with all other laws, regulations and ordinances related to the performance hereof.

11.04 Grantee agrees and represents that it will cooperate with City, at no charge to the City, to satisfy, to the extent required by law, any and all requests for information received by City under the Texas Public Information Act or related laws pertaining to this Agreement.

11.05 Grantee agrees to maintain in confidence all information pertaining to this Agreement or other information and materials prepared for, provided by, or obtained from City in connection herewith, including, without limitation, reports, information, Navigator Program evaluations, Navigator Program designs, data, and other related information (collectively, the "**Confidential Information**") and to use the Confidential Information for the sole purpose of

performing its obligations pursuant to this Agreement. Additionally, the Parties have executed that certain **HIPAA Business Associate Agreement** effective October 1, 2016 (“**HIPAA Agreement**”), which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws. The HIPAA Agreement is incorporated in and made a part of this Agreement for all purposes.

Grantee 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, Grantee shall give the Director of the DHS prior written notice that such disclosure is required with a full and complete description regarding such requirement; provided, however, any request by Grantee for permission to disclose Confidential Information that is not responded to by City within 10 working days from receipt thereof shall be deemed approved.

Grantee shall establish specific procedures designed to meet the obligations of this section, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Grantee's employees and subcontractors prior to any disclosure of the Confidential Information. This section 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. Except as required by applicable laws and regulations or Grantee's other funding agreements with other governmental entities, upon expiration or early termination of this Agreement, Grantee shall return to City all copies of Confidential Information, if requested by the City, or if it is not feasible to return all such information, Grantee shall destroy such information and certify such destruction to City in writing. Notwithstanding the foregoing, Grantee shall be entitled to keep a copy of all such records and other information (either in electronic or hard copy form) for archive purposes (or as permitted by the HIPAA Agreement), but the same shall be subject to the requirements of this Section for so long as Grantee shall maintain copies thereof.

XII. INDEMNITY, LIMITATION OF LIABILITY

12.01 GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or the performance of the 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, officials, employees, agents, contractors or subcontractors, in instances where such negligence causes personal injury, death or property damages.

12.02 IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.03 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. GRANTEE shall advise the CITY within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

12.04 Limitation on Liability. NO PARTY OR ITS AFFILIATES SHALL SEEK OR BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR INCOME; provided however, THIS LIMITATION SHALL NOT APPLY TO ANY AMOUNTS OWING DUE TO THIRD PARTY CLAIMS UNDER SECTIONS 12.01 and 12.02.

XIII. INSURANCE

13.01 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the DHS, which shall be clearly labeled "Haven for Hope – Homeless Veterans' Outreach Services" in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature 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 DHS. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

13.02 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 whereby City may incur increased risk.

13.03 A Grantee’s financial integrity is of interest to the City; therefore, subject to Grantee’s right to maintain reasonable deductibles in such amounts as are approved by the City, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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 below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

13.04 . This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the Agreement for all purposes.

13.05 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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, or to the extent required by Grantee’s other funding agreements). Grantee 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. Grantee shall pay any costs incurred resulting from said changes.

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

13.06 Grantee 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

13.07 Within five (5) business days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

13.08 In addition to any other remedies the City may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

13.09 Subject to Article XII, nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractors' performance of the work covered under this Agreement.

13.10 It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

13.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

13.12 Grantee and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIV. TERMINATION

14.01 City has the right to terminate this Agreement for non-compliance, in whole or in part, at any time before the date of completion of the Term if Grantee fails to comply with any term of this Agreement. City will provide Grantee with written notification as to the nature of the non-compliance, and give Grantee a sixty (60) day period from the date of the City's written notification to cure any issue of non-compliance. Should Grantee fail to cure any default within this period of time, City may terminate this Agreement immediately by providing written notice to Grantee and withhold further payments to Grantee.

14.02 Within thirty (30) days of termination of this Agreement, Grantee shall return to the City all funds that the City finds, within its sole discretion, to be a disallowable expenditure under this Agreement. Except as required by applicable laws or Grantee's other funding agreements with other governmental entities, within thirty (30) days after the expiration or termination of this Agreement, Grantee shall also turn over to the City copies of all records, documents, files and other instruments in its possession pertaining to the Grantee's performance under this Agreement, if requested by the City; or if it is not feasible to return all such information, Grantee shall destroy such information and certify such destruction to City in writing. Notwithstanding the foregoing, Grantee shall be entitled to keep a copy of all such records, documents, files and other instruments (either in electronic or hard copy form) for archive purposes (or as permitted by the HIPAA Agreement).

XV. NONDISCRIMINATION

15.01 Grantee covenants that it, or its agents, employees or anyone under its control, will comply with the *Non-Discrimination Policy* of the City of San Antonio found in Chapter 2, Article X of the City Code, and further shall not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, disability, sexual orientation, gender identity, veteran status, or familial status, in employment practices or in the provision of services to homeless veterans under this Agreement, which said discrimination Grantee acknowledges is prohibited.

XVI. CONFLICT OF INTEREST

16.01 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

16.02 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business or other ties.

16.03 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

- (A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;
- (B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XVII. POLITICAL OR RELIGIOUS ACTIVITY

17.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

17.02 None of the performances rendered by Grantee under this Agreement shall involve, and no portion of the funds received by Grantee under this Agreement shall be used in support of, any sectarian or religious activity.

XVIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

18.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee to City in connection with this Agreement, shall, upon receipt, become the property of City.

XIX. CONTRACTING

19.01 Any work or services subcontracted hereunder shall be approved by the City, contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. It is Grantee's responsibility to ensure compliance by subcontractors of Grantee. Grantee is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

19.02 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

19.03 By signing this Agreement, Grantee certifies that it will not award any funds provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in programs with the City.

XX. CHANGES AND AMENDMENTS

20.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.

20.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. Without prejudice to the following, City agrees to promptly notify Grantee of such changes in laws, rules and regulations if and when the City gains knowledge of any such changes.

XXI. ASSIGNMENT

21.01 Neither party shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of the other party. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXII. SEVERABILITY OF PROVISIONS

22.01 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 the City of San Antonio, Texas, 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 the Agreement a clause or provision as similar in effect to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable, and the Parties shall endeavor to negotiate and agree upon any such replacement clause or provision.

XXIII. NON-WAIVER OF PERFORMANCE

23.01 No waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

23.02 No act or omission of either party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

23.03 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

XXIV. ENTIRE AGREEMENT

24.01 This 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 Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXV. NOTICES

25.01 All routine communications related to contract administration and performance, such as monthly contract reporting, shall be in writing and may be sent by email or facsimile to such e-mail address(es) or phone number as the Parties have agreed to in writing.

All other notices, consents, approvals or demands of any kind required or permitted by the terms of this Agreement to be given shall be in writing and sent in the United States mail (postage prepaid), or by hand delivery, addressed as follows:

CITY: Director, Department of Human Services
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

GRANTEE: Haven for Hope of Bexar County
Attention: Vice President of Strategic Relationships
1 Haven for Hope Way, TC Bldg. #3 Administration
San Antonio, Texas 78207

With a copy to: legal@havenforhope.org,

or to such other address(es) as are requested by the Parties in writing pursuant to this provision. Notice shall be deemed to have been duly served: when hand-delivered, or when received if sent by facsimile or email provided the day of receipt is a business day (or on the next following business day if the day of receipt is not a business day), and if mailed, two (2) days after being deposited with the U.S. Post Office. Each Party shall advise the other Party as soon as reasonably possible of any change in address, telephone number, or key personnel with responsibilities under this Agreement.

Notice of change of address by either party must be made in writing and mailed to the other party's last known address within five (5) business days of such change.

XXVI. PARTIES BOUND

26.01 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXVII. RELATIONSHIP OF PARTIES

27.01 Grantee is an independent contractor. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of employer and employee, officer, principal and agent, partners, joint venturers or any other similar such relationship between the Parties.

XXVIII. TEXAS LAW TO APPLY

28.01 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 and venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

XXIX. GENDER

29.01 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.

XXX. CAPTIONS

30.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXXI. LEGAL AUTHORITY

31.01 Each of the City and Grantee represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

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

XXXII. MISCELLANEOUS

32.01 Remedies Cumulative. All rights, options and remedies of the Parties contained in this Agreement shall be cumulative of the other, and either party shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Agreement.

32.02 Time of the Essence. Time is of the essence in this Agreement. The Parties will comply with any timing requirements stated in this Agreement, subject only to Force Majeure and use any and all reasonable efforts to cure any delay caused by Force Majeure. If the date specified in this Agreement for giving any notice or taking any action is not a business day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a business day), then the date for giving such notice or taking such action shall be the next day that is a business day.

32.03 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

32.04 Force Majeure. A Party shall be excused from performance (except for payment obligations), and shall incur no liability for any loss or damage due to any delay or failure to perform its obligations under this Agreement when caused by occurrences beyond the reasonable

control of the such party (“**Force Majeure**”), including, but not limited to, riots, wars or hostilities between any nations, acts of God, fires, storms, floods, earthquakes, labor disputes or strikes, shortages or curtailments of raw materials, and power or other utility services. Performance shall be excused hereunder only if the affected party delivers written notice of the occurrence, including a full description thereof, to the other party and endeavors to remedy such non-performance with all reasonable dispatch.

In witness of which this Agreement has been executed effective the date of the last party to sign.

CITY OF SAN ANTONIO, TEXAS

**HAVEN FOR HOPE OF BEXAR
COUNTY, A TEXAS NON-PROFIT
CORPORATION**

By: _____
**MELODY WOOSLEY, DIRECTOR
DEPARTMENT OF HUMAN SERVICES**

By: _____
**KENNETH L. WILSON, PRESIDENT
AND CHIEF EXECUTIVE OFFICER**

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____

Attachments:

- Attachment I – Scope of Work and Scorecard
- Attachment II – Budget
- Attachment III - Contract Monitoring Report