

STATE OF TEXAS

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**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN
ANTONIO AND ALAMO COLLEGES
DISTRICT FOR ACTIVITIES RELATED
TO THE WORKFORCE
DEVELOPMENT RECOVERY
STRATEGY**

COUNTY OF BEXAR

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), acting by and through its City Manager or her designee, pursuant to Ordinance No. 2020-06-04-0346, and the Alamo Community College District doing business as Alamo Colleges District (hereinafter referred to as "ACD") acting by and through the Chancellor or designee, pursuant to the minute order passed by the ACD Board of Trustees on August 18, 2020 (collectively, the "Parties").

RECITALS

WHEREAS, on March 2, 2020, the Mayor of the City of San Antonio ("City") issued a Declaration of Public Health Emergency Order in relation to COVID-19, which as subsequently been amended; and

WHEREAS, on March 13, 2020, the Governor of Texas issued a State of Disaster for all Texas counties and the President of the United States declared a State of National Emergency for the United States of America due to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, this public health crisis has affected and created economic hardships for all San Antonio residents; and

WHEREAS, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020, to protect the American people from the public health and economic impacts of COVID-19 by providing economic assistance to workers, families, and small businesses, and to help preserve jobs for American industries; and

WHEREAS, local governments across the country, including the City of San Antonio, have received relief funding under the CARES Act to assist their residents and businesses affected by the COVID-19 public health crisis; and

WHEREAS, the City of San Antonio, in coordination with the Economic Recovery Team, developed a COVID-19 Community Recovery and Resiliency Plan, approved by the City Council on June 04, 2020 through Ordinance No. 2020-06-04-0346 and has determined it necessary to use federal funds available under the CARES act, as well as local and state funds, to mitigate the adverse effects to businesses and residents experiencing economic hardship from the pandemic, whether caused directly or indirectly by the state of emergency initiated on March 13, 2020 by the Governor of Texas, or public safety measures initiated by the City related thereto; and

WHEREAS, as part of the Recovery and Resiliency Plan, the City wishes to partner with ACD for its Workforce Development Recovery Strategy ("Strategy"), which consists of providing workforce upskills opportunities through education, training and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities as businesses affected by COVID-19 begin to rehire; and

WHEREAS, the City and ACD have committed to utilizing the City's Equity Atlas layering and City's Equity Scoring Matrix to ensure an equitable distribution of recovery resources to those who have the most need; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, in order to begin implementation of the Strategy, it is necessary for the parties to enter into an Interlocal Agreement where City has agreed to commit no more than \$32,753,000.00 in funding to ACD in accordance with the terms and conditions set out below; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which ACD will implement its portion of the Workforce Development Recovery Strategy.

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

I. TERM

- 1.1 The term of this Agreement is from August 1, 2020 to December 30, 2020. City and ACD may consider an extension of the term of the Agreement for nine (9) months for the services set forth below, or for modified services as agreed to by both Parties, to September 30, 2021, as evidenced in writing and executed by both City and ACD.

II. GENERAL RESPONSIBILITIES OF ACD

- 2.1 By execution of this Agreement, ACD hereby accepts full responsibility for the performance of all services and activities described in this Agreement and accepts administrative and fiscal responsibility for the use and documentation of expenditures of City funds.
- 2.2 ACD is authorized and shall, pursuant to Director's request, publicly acknowledge that the City of San Antonio is supportive of the objectives as described in the Scope of Services and that the City of San Antonio has contributed to the cause of realizing such objectives.

III. FUNDING

- 3.1 City has committed and agrees to pay ACD no more than THIRTY-TWO MILLION, SEVEN HUNDRED AND FIFTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$32,753,000.00) in connection with the Scope of Services attached hereto and incorporated herein as Exhibit A. Funding will be disbursed in equal monthly installments to ACD on the 1st of each month through the duration of the Agreement, except for the initial payment that

will be made upon execution of this Agreement. An example of the equal monthly installments is as follows:

3.1.1. TWO MILLION, THREE HUNDRED AND THIRTY-NINE THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,339,500.000), upon execution of this Agreement.

3.1.2 TWO MILLION, THREE HUNDRED AND THIRTY-NINE THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,339,500.000) on September 1, 2020.

3.1.3 TWO MILLION, THREE HUNDRED AND THIRTY-NINE THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,339,500.000) on October 1, 2020.

- 3.2 In no event shall City be liable for any expense of ACD not eligible or allowable under this Agreement or not in accordance with the Scope of Services (Exhibit A). Any expenses applied against the funding that are found to have not been spent in accordance with the terms of this Agreement will be required to be refunded to the City.
- 3.3 City shall not be obligated nor liable under this Agreement to any party, other than ACD, for payment of any monies or provision of any goods or services.
- 3.4 ACD understands that the funds provided pursuant to this Agreement are City funds and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City.
- 3.5 The Parties acknowledge the City's commitment of funding to perform the scope of services under this Agreement, as described in Exhibit A. While it is expected that each outcome outlined in Exhibit A is met upon program completion, the City will monitor attainment toward outcomes monthly.
- 3.5.1 ACD shall meet the outcomes listed in Exhibit A, Section B.1. While it is expected that each outcome is met upon program completion, the City will monitor attainment toward outcomes monthly. Should ACD's reported metrics on participants served be below 75% of the cumulative total to date at any point in time based on the average number of participants served each month or an approved service schedule (e.g. each month about 7% of total residents should be served to meet total programmatic outcomes in 14 months), City reserves the right to request that ACD will submit a Corrective Action Plan developed collaboratively between the ACD and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their outputs and goals will be met by September 2021 that is subject to monitoring for attainment. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and ACD risks loss or non-renewal of contract.
- 3.5.2 ACD shall strive to meet the aspirational goals listed in Exhibit A, Section B.2. The aspirational goals should be achieved throughout the participant process, which includes the intake, assessment, education and training, and the program completion (participant gains employment or completes training/education) phase. If the aspirational goals are not achieved for three (3) consecutive months, ACD will submit documentation that a good faith effort was made to meet the goals, which includes marketing and outreach efforts, subject to approval by the City Manager.

Should the good faith effort documentation not be approved, ACD will submit a Corrective Action Plan developed collaboratively between ACD and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their aspirational goals will be met by September 2021. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and ACD risks loss or non-renewal of contract.

IV. SCOPE OF WORK

- 4.1 ACD will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Work attached hereto and incorporated herein for all purposes as Exhibit A.
- 4.2 ACD shall submit semi-monthly updates/reports suitable for ad hoc reporting and analysis by the City on the progress of deliverables, as well as documents, including but not limited to, invoices and/or sales receipts evidencing services rendered and shall use the tracking and data capturing document provided by the City for the purpose of submitting all Agreement related documents. The semi-monthly reports shall be submitted to the City no later than the 1st and the 15th of each month through the term of the Agreement. The report submitted on the 1st will include data through the 15th of the previous month. The report submitted on the 15th will include data through the end of the previous month. City shall have authority to inspect the ACD's contribution to the Strategy throughout the Agreement term to ensure compliance with this Agreement and ensure proper usage of City Funds as prescribed by the Scope of Services. If ACD has other agreements with the City of San Antonio in which services and outcomes may overlap, ACD cannot double count participants served under both Agreements unless agreed upon by the City Manager or designee (e.g. contract 1 has an output provide 100 residents with short-term training and contract 2 has an output to provide 500 residents. Ultimately, ACD is responsible for serving 600 residents).
- 4.3. ACD agrees to abide by the City's current Ethics Code or any amendment or revisions thereto. ACD will establish safeguards to prohibit anyone whose position is funded or partially funded by this Agreement from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family business or other ties. City, may, at its option, cancel this Agreement for any violation of this section.
- 4.4 In performing the services required hereunder, ACD shall ensure:
 - 4.4.1 All sensitive data (particularly Sensitive PII as defined in Section 521 of the Texas Business and Commerce Code) captured in the performance of this agreement will be processed, stored, and transmitted in a secure manner and with appropriate technical and procedural controls. Upon the request of the City, VENDOR will provide evidence of those controls in a timely fashion including but not limited to company hiring, vetting, account provisioning and access control, security awareness training programs, encryption protocols, and cybersecurity policies and procedures.

- 4.4.2 Any organizations or agencies that Contractor works with to perform the services required hereunder also adhere to and implement the technical requirements set out in this Article.

V. FISCAL MANAGEMENT

- 5.1 ACD shall establish and use generally accepted accounting principles and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.
- 5.2 Administrative overhead costs may not exceed five percent (5%), or a higher percentage if requested by Contractor and approved by the City Manager or designee, of the funding provided under this Contract. ACD shall provide City detailed administrative costs by line item with its annual program budget.
- 5.3 ACD costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 5.4 ACD shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director (or designee) of the Department of Economic Development.
- 5.5 Within thirty (30) working days of City's written request therefor, ACD shall refund to City any sum of money paid by City to ACD later determined to:
- 5.5.1 Have resulted in overpayment to ACD, to include funds intended for stipends not paid out to program participants;
 - 5.5.2 Have not been spent by ACD in accordance with the terms of the Agreement; or
 - 5.5.3 Not be supported by adequate documentation to fully justify the expenditure.
 - 5.5.4 Any dispute arising from this Section 5.5 that cannot be resolved through discussions directly between those senior management representatives within the Parties' respective organizations shall be subject to nonbinding mediation, as set forth in Section 25.3.
- 5.6 ACD shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Agreement if the City reasonably determines that ACD's financial condition may impact performance under this Agreement. ACD represents and warrants that:
- 5.6.1 All information, data or reports heretofore or hereafter provided to City are complete and accurate in all material aspects as of the date shown on the information, data, or report.
 - 5.6.2 It is financially stable and capable of fulfilling its obligations under this Agreement and that ACD shall provide City immediate written notice of any adverse material change in the financial condition of ACD that may materially and adversely affect its obligations hereunder, including items that reflect detrimentally on credit worthiness of ACD.

- 5.6.3 None of the provisions contained herein contravene or in any way conflict with the authority under which ACD is doing business or with the provisions of any existing indenture or agreement of ACD.
- 5.7 CONTRACTOR shall obtain a federal audit where applicable per federal law and submit the audit and Schedule of Expenditures of Federal Awards (SEFA) within 30 days of completion.

VI. RECEIPT AND ACCOUNT OF FUNDS BY ACD

- 6.1 ACD 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. ACD further agrees:
- 6.1.1 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
- 6.1.2 That ACD's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.
- 6.2 ACD agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement pursuant to Article IX. Records Retention, below.

VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 **This Agreement is not intended to and shall not create joint enterprise between City and ACD.** The personnel of one Party shall not be considered employees, agents, partners, joint ventures, or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility of day-to-day management and control of such work, except as may expressly be provided herein.

VIII. OWNERSHIP OF DOCUMENTS

- 8.1 Any and all writings, documents, reports or information in whatsoever form and character produced by ACD pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document, report, or information shall be the subject of any copyright or proprietary claim by ACD.
- 8.2 ACD understands and acknowledges that as the exclusive owner of any and all such writings, documents, reports, and information, City has the right to use all such writings, documents, reports, and information as City desires, without restriction.

- 8.3 Notwithstanding anything appearing elsewhere herein to the contrary, the requirements herein concerning maintenance, return, confidentiality and ownership of records are subject to adjustment only to the extent required to allow ACD to comply with requirements placed on it as a Texas junior college district and local governmental unit under applicable state and federal laws and regulations, including, without limitation, records retention, open records and student record privacy, and the parties agree to reasonably negotiate supplementary amendments and/or agreements as may be appropriate to ease the task of such compliance. City agrees that participants enrolled may be required to execute authorization for release of student record information in favor of City, Workforce Solutions Alamo and other parties providing training pursuant to referrals as a condition of their enrollment to facilitate program administration and reporting requirements.

IX. RECORDS RETENTION

- 9.1 ACD and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"). Such documentation shall be produced to City of San Antonio upon request, in accordance with 4.2 above, and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives. Records will be retained by ACD in an electronic format and ACD will forward the records to City at the end of the four-year period, or earlier if requested by City.
- 9.2 ACD shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, ACD shall retain the records until the resolution of such litigation or other such questions. ACD acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require ACD to return the documents to City at ACD's expense prior to or at the conclusion of the retention period. In such event, ACD may retain a copy of the documents at its sole cost and expense.
- 9.3 ACD shall notify City, immediately, in the event ACD receives any requests for information from a third party, which pertain to the documentation and records referenced herein. ACD understands and agrees that City will process and handle all such requests.

X. TERMINATION

- 10.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.

- 10.2 Termination Without Cause. This Agreement may be terminated by either Party upon sixty (60) calendar days written notice, which notice shall be provided in accordance with Article XI. Notices.
- 10.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XI. Notices, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 10.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XXIII. Successors and Assigns
- 10.4 Defaults With Opportunity for Cure. Should ACD default in the performance of this Agreement in a manner stated in this Section 10.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. ACD shall have thirty (30) calendar days after receipt of the written notice, in accordance with Article XI. Notices, to cure such default. If ACD fails to cure the default within such 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, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against ACD's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 10.4.1 Bankruptcy or selling substantially all of company's assets.
- 10.4.2 Failing to perform or failing to comply with any covenant herein required.
- 10.4.3 Persistent unsatisfactory performance evidenced by failure to meet a corrective action plan under Exhibit A, Section B2.
- 10.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 10.6 Regardless of how this Agreement is terminated, ACD shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by ACD, or provided to ACD, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by ACD in accordance with Section IX. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at ACD's sole cost and expense. Payment of compensation due or to become due to ACD is conditioned upon delivery of all such documents, if requested by City.
- 10.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, ACD shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure ACD to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by ACD of any and all right or claims to

collect moneys that ACD may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

- 10.8 Upon the effective date of expiration or termination of this Agreement, ACD shall cease all operations of work being performed by ACD or any of its subcontractors pursuant to this Agreement.
- 10.9 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 ACD for any default hereunder or other action.

XI. NOTICES

- 11.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to: Department of Economic Development
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Email: Alex.Lopez@sanantonio.gov

If intended for ACD, to: Alamo Colleges District
Office of the Chancellor
2222 N. Alamo St.
San Antonio, Texas 78215
Email: rflores@alamo.edu

Notice of change of address or designated representative 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.

Email notice and change of notice address shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

XII. NONDISCRIMINATION

- 12.1 **Non-Discrimination.** As a party to this contract, ACD understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XIII. INSURANCE

- 13.1 Per Texas State law, each party agrees to be and remain insured or self-insured according to its own evaluation of risk through duration of this Agreement.

XIV. RESERVED

- 14.1 Intentionally Omitted

XV. CONTRACTING

- 15.1 Except as otherwise stated herein, ACD may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City. As a condition of such consent, if such consent is granted, ACD shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor ACD, assignee, transferee or subcontractor.
- 15.2 To the extent that any work or services is subcontracted under this Agreement, ACD agrees to the following subcontracting requirements and values:
- 15.2.1 Any work or services subcontracted hereunder shall be subcontracted 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. Prior to the execution of an agreement with a subcontractor to perform specified services under this Agreement, ACD shall submit the request, to include the name of the subcontractor, services to be provided, and number of residents serviced, to the City's Economic Development Department Director (or designee) for approval. Compliance by ACDs with this Agreement shall be the responsibility of ACD. ACD is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.
- 15.2.2 ACD shall conduct its own risk assessment for the City's financial exposure under the terms of this Agreement and from that assessment determine whether criminal background checks should be required for personnel and/or contractors. Should ACD determine that background checks are necessary to protect City's financial interest, ACD shall provide documentation showing that appropriate ACD's employees and/or

contractors have cleared a criminal background check within 30 days of execution of this Agreement.

XVI. CONFLICT OF INTEREST

- 16.1 ACD covenants that neither it nor any member of its 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, 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. ACD 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 exercising any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement.
- 16.2 ACD 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, to the extent that it would violate ACD's policies and procedures prohibiting conflicts of interest or applicable state law.
- 16.3 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:
- 16.3.1 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;
 - 16.3.2 Have any direct or indirect interest in this Agreement or the proceeds thereof.

XVII. POLITICAL ACTIVITY

- 17.1 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.

XVIII. CHANGES AND AMENDMENTS

- 18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be effected by amendment, in writing, executed by both City and ACD. City Manager, or his/her designee, shall have authority to execute amendments on behalf of the City without further action of City Council. ACD shall have the authority to execute amendments under authority granted by formal action under its governing body.

- 18.2 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.

XIX. SEVERABILITY OF PROVISIONS

- 19.1 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 terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XX. LICENSES/CERTIFICATIONS

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

XXI. INCORPORATION OF ATTACHMENTS

- 21.1 Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A: SCOPE OF SERVICES

Attachment B: EQUITY MATRIX MAP (CENSUS TRACTS WITH SCORES 8,9, 10)

XXII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 22.1 ACD warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work or volunteer with the Plan.
- 22.2 Work performed under the Plan must conform to Americans with Disabilities Act requirements.
- 22.3 ACD will complete and submit City's Ethics Disclosure Form prior to ACD's receipt of any

City funds.

- 22.4 ACD agrees that City may carry out monitoring and evaluation of activities to ensure ACD's compliance with this Agreement.

XXIII. SUCCESSORS AND ASSIGNS

- 23.1 This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. 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 party.

XXIV. NON-WAIVER OF PERFORMANCE

- 24.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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. In case of City, such changes must be approved by the City Council, as described in Article XVIII. Changes and Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXV. LAW APPLICABLE AND LEGAL FEES

- 25.1 **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.**
- 25.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 25.3 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory

to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

- 25.4 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXVI. AUTHORIZATION

- 26.1 This Agreement is entered into by duly authorized officials of each respective party. Each person signing this Agreement hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance here have been obtained by or on behalf of that party.
- 26.2 The signer of this Agreement for ACD further represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of ACD and to bind ACD to all terms, performances and provisions herein contained.

XXVII. PARTIES BOUND

- 27.1 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.

XXVIII. CAPTIONS

- 28.1 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.

XXIX. GENDER

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

XXX. ENTIRE AGREEMENT

- 30.1 This Agreement, together with its authorizing ordinance and its exhibits, 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 be in writing, dated subsequent to the date hereof and duly executed by the Parties, in accordance with Article XVIII. Changes and Amendments.


XXXI. FORCE MAJEURE

- 31.1 Neither Party shall be responsible for any performance or delay in performance required of it in the Agreement due to any inability to perform due to any applicable law, ordinance, regulation, order, judgment, or decree of any governmental unit, any earthquake, flood, fire, epidemic, pandemic or other act of God, any lockout, boycott, strike, or other labor controversy, any riot, civil disturbance, or act of war or armed conflict, any act of embargo or delay of a common carrier, or any other inability to perform beyond the control of the Parties (“force majeure event”). Should any such inability persist, the parties may reasonably negotiate a different term of performance to accommodate such force majeure event, or either party may terminate without liability other than for adjustment of payment made or due to proportionate services delivered.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXECUTED and AGREED to in TRIPLICATE ORIGINALS as of the dates indicated below.

CITY
City of San Antonio

lv.


Erik Walsh
City Manager

Date

9/8/20


ACD
Alamo Colleges District

Dr. Mike Flores Digitally signed by Dr. Mike Flores
Date: 2020.09.01 08:50:26 -05'00'

Dr. Mike Flores
Chancellor

Date

ATTEST:



City Clerk

ATTEST:

By: _____
Title: _____

Approved as to form:

Christina Digitally signed by Christina
Ramirez
Date: 2020.09.08 10:29:02
-05'00'
Ramirez

Assistant City Attorney

Approved as to form:

Attorney for the Alamo Colleges District

ORDINANCE 2020-06_04,0346

APPROVING THE CITY'S ONGOING COVID-19 PANDEMIC EMERGENCY RESPONSE PLAN AND RECOVERY AND RESILIENCY PLAN (COLLECTIVELY REFERRED TO AS THE "PLANS"), INCLUDING STEPS TO ADDRESS SECOND-ORDER EFFECTS IMPACTING THE SAN ANTONIO COMMUNITY, AND SUPPLEMENTAL INITIATIVES TO FURTHER THE OBJECTIVES OF THE PLANS. THE ORDINANCE ALSO AUTHORIZES THE CITY MANAGER TO EXECUTE ANY NECESSARY AGREEMENTS, APPROPRIATE FUNDS, REVISE BUDGETS, AND APPROVE EXPENDITURES TO IMPLEMENT THE PROGRAMS AND PRIORITIES WITHIN THE PLANS AND ANY SUPPLEMENTAL INITIATIVES.

WHEREAS, the spread of the novel coronavirus now referred to as COVID-19 has been declared as a worldwide pandemic; and

WHEREAS, on March 13, 2020 the Governor of Texas issued a State of Disaster for all Texas counties and the President of the United States declared a State of National Emergency for the United States of America due to the COVID-19 virus; and

WHEREAS, on March 2, 2020 the Mayor of the City of San Antonio ("City") issued a Declaration of Public Health Emergency Order in relation to COVID-19, which has subsequently been amended; and

WHEREAS, this public health crisis has affected and created economic hardships for all residents; and

WHEREAS, the federal Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020, to protect the American people from the public health and economic impacts of COVID-19 by providing economic assistance to workers, families, and small businesses, and to help preserve jobs for American industries; and

WHEREAS, local governments across the country, including the City of San Antonio, have received relief funding under the CARES Act to include funding from the Coronavirus Relief Fund to assist their residents and businesses affected by the COVID-19 public health crisis; and

WHEREAS, the U.S. Treasury has issued guidelines on the allowable uses of Coronavirus Relief Funds to include that the Funds must be spent on allowable uses by December 30, 2020 or returned to the U.S. Treasury; and

WHEREAS, on May 28, 2020, a proposed continued COVID-19 response plan was presented to City Council which included the Community Recovery and Resiliency Plan to assist residents and business negatively affected by the pandemic and costs for the ongoing response to the COVID-19 pandemic under the City's Emergency Response Plan; and

WHEREAS, it will be necessary for the City to implement use of federal aid made available under the CARES Act, as well as local and state funding to provide the most effective relief to residents and businesses who are experiencing economic hardship because of the COVID-19 pandemic; and

WHEREAS, the City Council desires to provide input through the appropriate City Council Committees to the implementation of the Community Recovery and Resiliency Plan and to provide the City Manager the authority and flexibility to efficiently and effectively implement the Community Recovery and Resiliency Plan and Emergency Response Plan; **NOW THEREFORE**

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

SECTION 1. The City Council hereby approves the City's ongoing COVID-19 pandemic Emergency Response Plan and Community Recovery and Resiliency Plan (the "Plans"), including steps to address second-order effects impacting the San Antonio community and supplemental initiatives to further the objectives of the Plans as detailed in the Agenda Memorandum and supplemental memorandum.

SECTION 2. The Community Recovery and Resiliency Plan is founded on five guiding principles:

- **Public Health and Safety** - to ensure continued COVID-19 related public health and safety while building resilience and fostering economic stability for households, nonprofits and business;
- **Equity** in policy decisions and distribution of resources,
- **Braided Funding** to appropriately integrate local, state, and federal resources to achieve maximum impact,
- **Community Resilience** to ensure households and businesses, including non-profits, affected by COVID-19 have the resources and tools to become financially resilient and better prepared to withstand future disasters and socio-economic challenges.
- **Well-Being** to strengthen generational family well-being built upon a solid foundation of thriving non-profit organizations

SECTION 3. The Community Recovery and Resiliency Plan is comprised of four pillars:

- Workforce Development,
- Housing Security,
- Small Business Support, and
- Digital Inclusion

SECTION 4. The City's ongoing Emergency Response Plan includes funding for eligible payroll expenses, the health implementation plan (watch expand assure plan) and necessary personal protective equipment and supplies and other equipment and supplies.

SECTION 5. The City Council hereby authorizes the City Manager to execute the Plans including implementation of the programs, priorities, and any supplemental initiatives under the Plans. The City Manager may spend funds and modify the Plans consistent with their guiding principles.

LR/SW
Item #7
June 4, 2020

SECTION 6. The City Council hereby directs the City Manager to work closely with the appropriate City Council subcommittees in gathering Councilmember input on establishing frameworks under the Community Recovery and Resiliency Plan for addressing the immediate needs of residents and businesses resulting from COVID-19 and helping guide the framework for distribution of resources to assist the residents and businesses of San Antonio.

SECTION 7. The City Council hereby authorizes the City Manager, in conjunction with the City Attorney's Office, to negotiate and execute any and all necessary agreements, applications, assurances, certifications, contracts and other documents and instruments to provide public assistance from funds available under the Plans, as may be amended, on eligible expenses.

SECTION 8. Funds in the amount up to \$190,900,000.00 are authorized to be appropriated into and create any necessary grant funds for Workforce Development, Housing Security, Small Business and Digital Inclusion for the City's Community Recovery and Resiliency Plan.

SECTION 9. Funds in the amount up to \$190,796,808 are authorized to be appropriated into and any necessary grant funds to be created for eligible payroll expenses, the health implementation plan (Watch, Expand, Assure), and supplies and equipment for the City's Emergency Response Plan.

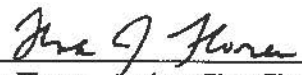
SECTION 10. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 11. This Ordinance shall be effective immediately upon its passage by eight (8) affirmative votes or the 10th day after its passage by less than eight (8) affirmative votes.

PASSED AND APPROVED this 4th day of June 2020.


M A Y O R
Ron Nirenberg

ATTEST:


Tina Flores, Acting City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

June 04, 2020

Item: 7

Enactment Number:

File Number: 20-3385

2020-06-04-0346

Ordinance approving a Recovery and Resiliency Plan for the ongoing COVID-19 pandemic, including steps to address second-order effects impacting the San Antonio Community, and supplemental initiatives to further the objectives of the plan. The ordinance also authorizes the City Manager to negotiate and execute any necessary agreements, appropriate funds, and approve budget expenses to implement the programs and priorities within the Recover and Resiliency Plan and any supplemental initiatives. [Maria Villagómez, Deputy City Manager; Colleen M. Bridger, MPH, PhD, Assistant City Manager]

Councilmember Rebecca Viagran made a motion to approve. Councilmember Shirley Gonzales seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez and Courage

Nay: 1 Perry