

ORDINANCE 2021-06-10-0437

**ORDINANCE APPROVING A PROFESSIONAL SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR THE PERIOD AUGUST 1, 2021 TO JULY 31, 2025 WITH TEXAS ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN, AND APPROVING A REVISED PERSONNEL COMPLEMENT FOR THE DEPARTMENT OF HUMAN SERVICES HEAD START PROGRAM.**

\* \* \* \* \*

**WHEREAS**, The Department of Human Services (DHS) serves 3,020 children, ages three to five years old, and their families in the San Antonio ISD (SAISD) and Edgewood ISD (EISD) communities through the federally-funded Head Start program administered by the U.S. Department of Health and Human Services (HHS); and

**WHEREAS**, program staff provides high quality educational, disability, health, and family support services; and

**WHEREAS**, the Texas Association for the Education of Young Children (TXAEYC) is a research-based comprehensive strategy to educate and retain early childhood practitioners through making available affordable college education and support; therefore increasing compensation and retaining qualified Head Start staff; and

**WHEREAS**, DHS additionally requests 2 additional staff for a Fiscal Analyst and a Senior Family Support Worker; **NOW THEREFORE:**

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

**SECTION 1.** The execution of a professional services contract with Texas Association for the Education of Young Children (TXAEYC) to implement an Early Childhood Texas Scholarship Program for Head Start staff for the period August 1, 2021 to July 31, 2025, in an amount not to exceed \$120,000.00, at up to \$2,500.00 per month, attached and incorporated here for all purposes as **Attachment I**, is approved.

**SECTION 2.** The City Manager or designee, or the Director of the DHS or designee, is further authorized to initiate, negotiate, and execute any and all necessary documents including a grant contract, and contract amendments accepting, when approved by HHS: a) carryover funds; b) line item budget revisions; c) modifications to the performance measures so long as the terms of the amendment stay within the general parameters of the intent of the grant; d) no cost extensions; e) supplemental grant funds in an amount up to 20% of the total amount initially awarded; f) reimbursement increases of administrative funds for each participant served; g) one-time equipment purchases or defined program services; and h) changes in regulations mandated.

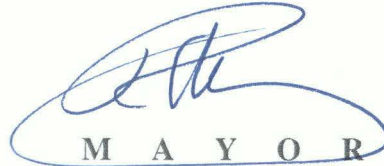
**SECTION 3.** Upon approval, Fund, Internal Order and General Ledger numbers will be created and designated for use in the accounting for the fiscal transaction in execution of this agreement up to an amount of \$120,000.00. Payment not to exceed the budgeted amount is authorized to TXAEYC upon issuance of a purchase order.

**SECTION 4.** The revised personnel complement of one hundred (100) positions for the Head Start program, attached and incorporated here for all purposes as **Attachment II**, is approved.

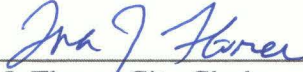
**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

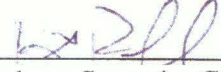
**PASSED AND APPROVED this 10th day of June, 2021.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



# City of San Antonio

City Council

June 10, 2021

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**Item: 20**

**File Number: 21-3938**

**Enactment Number:**

**2021-06-10-0437**

Ordinance approving a professional services contract in an amount not to exceed \$120,000.00 for the period August 1, 2021 to July 31, 2025 with Texas Association for the Education of Young Children, and approving a revised personnel complement for the Department of Human Services Head Start Program. [Lori Houston, Assistant City Manager; Melody Woosley, Director, Human Services]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Ana E. Sandoval seconded the motion. The motion passed by the following vote:

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

**Absent:** 1 Pelaez

KD  
06/10/2021  
Item No. 20

# ATTACHMENT I

**PROFESSIONAL SERVICES CONTRACT  
WITH  
TEXAS ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN (TAEYC)**

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY"), acting by and through its Assistant City Manager ("Director"), and the Texas Association for the Education of Young Children ("CONSULTANT"), a Texas non-profit, (together, the "Parties") for the City of San Antonio Head Start Program.

The Parties 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. TERM**

- 1.1 This CONTRACT shall commence on August 1, 2021 and shall terminate on July 31, 2025 unless earlier termination shall occur pursuant to any provision hereof;
- 1.2 If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, City retains the right to terminate this CONTRACT at the expiration of each of City's budget periods, and any additional contract period beyond the initial term is subject to and contingent upon subsequent appropriation.
- 1.3 This CONTRACT supersedes prior conflicting or inconsistent agreements with regard to either the Head Start or Early Head Start Programs, and all references to the Scopes of Work or budgets will mean the Scope of Work and budget in this CONTRACT and its amendments. All prior contracts or agreements are hereby terminated as of the commencement date of this CONTRACT.

**II. SCOPE OF SERVICES**

- 2.1 The CONSULTANT agrees to provide all services in compliance with the Statement of Services (*Attachment A*) in a manner satisfactory to Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONSULTANT's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

**III. COMPENSATION TO CONSULTANT**

- 3.1 In consideration of CONSULTANT's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in Attachment A, CITY agrees to pay CONSULTANT a total amount not to exceed \$120,000.00 at a rate of up to \$2,500 each month for the services outlined in Attachment A.
- 3.2 CONSULTANT shall submit monthly invoices to CITY, in a form acceptable to CITY, and including copies of all receipts for supplies, which CITY shall pay within thirty (30) days of receipt and approval by Director. CONSULTANT shall include with the invoices City-approved documentation indicating the mileage and the amount of time spent driving between City locations. Invoices shall be submitted to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- 3.3 The Parties hereby agree that all compensable expenses of CONSULTANT have been provided for in the total payment to CONSULTANT as specified in section 3.1 above. No additional fees or expenses of CONSULTANT shall be charged by CONSULTANT nor be payable by CITY, without prior approval and written agreement of the Parties.

- 3.4 Final payment due under the CONTRACT will not be paid until the final work product and services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY.

#### **IV. INDEPENDENT CONTRACTOR**

- 4.1 CONSULTANT understands and agrees that CONSULTANT is an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONSULTANT is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONSULTANT understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this CONTRACT and that the CONSULTANT has no authority to bind the CITY.

#### **V. CONFIDENTIALITY**

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives a request to disclose or produce documents, CONSULTANT shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONSULTANT shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

#### **VI. OWNERSHIP OF DOCUMENTS**

- 6.1 Any and all writings, documents or information in whatsoever form and character produced by, or on behalf of, CONSULTANT, and any related responses, inquiries, correspondence and materials which has come into CONSULTANT's custody, even if not produced by, or on behalf of, CONSULTANT, in whatsoever form and character (hereinafter referred to as "documents") pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONSULTANT.
- 6.2 CONSULTANT understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONSULTANT. CONSULTANT shall deliver, at CONSULTANT's sole cost and expense, all CONTRACT related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.
- 6.3 CONSULTANT shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONSULTANT understands and agrees that CITY will process and handle all such requests.

## VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, 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 CONTRACT 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.
- 7.2 CONSULTANT 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 CONTRACT. 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, CONSULTANT shall retain the records until the resolution of such litigation or other such questions. CONSULTANT 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 CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

## VIII. LICENSES AND CERTIFICATIONS

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

## IX. COMPLIANCE

- 9.1 This CONTRACT is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA #93.600). CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT 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. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
  - a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing the foregoing laws.

**X. CONFLICT OF INTEREST**

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the City's Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child or spouse; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the entity, or (b) 10% or more of the fair market value of the entity; (iv) an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 10.2 CONSULTANT warrants and certifies, that (i) this CONTRACT is made in reliance thereon, that by contracting with the City, CONSULTANT does not cause a City employee or officer to have a prohibited financial interest in the CONTRACT and that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code, and (ii).CONSULTANT further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 10.3 CONSULTANT acknowledges that City's reliance on the above warranties and certifications is reasonable.

**XI. INSURANCE**

- 11.1 Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the CITY's Department of Human Services, which shall be clearly labeled *TAEYC-TEACH* 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's original signature, including the signer's 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 CONTRACT until such certificate and endorsements have been received and approved by the CITY's Human Services Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.
- 11.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT 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 CONTRACT. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 11.3 A CONSULTANT's financial integrity is of interest to the CITY; therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.



2. Workers' Compensation	Statutory
3. Employers' Liability	\$500,000/\$500,000/\$500,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.  Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

11.3.1 CONSULTANT also agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of CONSULTANT herein, and provide a certificate of insurance and endorsement that names CONSULTANT and CITY as additional insureds. CONSULTANT shall provide CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. 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 contract for all purposes.

11.4 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). CONSULTANT 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. CONSULTANT shall pay any costs incurred resulting from said changes.

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

11.5 CONSULTANT 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, auto liability and general liability policies (where applicable) will provide a waiver of subrogation in favor of the CITY.
- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and within ten (10) days advance notice for nonpayment of premium.

11.6 Within five (5) days of a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to

suspend CONSULTANT's performance should there be a lapse in coverage at any time during this CONTRACT. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.

- 11.7 In addition to any other remedies the CITY may have upon CONSULTANT'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 CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT until CONSULTANT demonstrates compliance with the requirements hereof.
- 11.8 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this CONTRACT.
- 11.9 It is agreed that CONSULTANT'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 CONTRACT.
- 11.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.
- 11.11 CONSULTANT and any subcontractors are responsible for all damage to their own equipment and/or property.

## XII. INDEMNITY

- 12.1 **CONSULTANT 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 CONSULTANT's activities under this CONTRACT including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT 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.**
- 12.2 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. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

- 12.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONSULTANT shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this CONTRACT. If CONSULTANT fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

### XIII. NONDISCRIMINATION

- 13.1 As a condition of entering into this CONTRACT, CONSULTANT represents and warrants that it will not unlawfully discriminate in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor will CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT will provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

### XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 **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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.

- 14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT's sole cost and expense.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONSULTANT to submit its claims within said thirty (30) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, 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 CONSULTANT for any default hereunder or other action.

#### XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

##### CITY

City of San Antonio  
Attn: Head Start Division  
Department of Human Services  
106 St. Mary's Street, 7th Floor  
San Antonio, Texas 78205

##### CONSULTANT

Texas Association for the Education of  
Young Children  
Attn: T.E.A.C.H. Program Director  
13740 Research Blvd, Ste A2  
Austin, Texas 78780

## **XVII. LEGAL AUTHORITY**

- 17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

## **XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 18.1 Texas Government Code §2270.002 provide that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 18.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 18.3 "Company", for the purposes of this Article, means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 18.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XIX. SUBCONTRACTING AND ASSIGNING INTEREST**

- 18.1 CONSULTANT shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONSULTANT shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONSULTANT shall not release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONSULTANT. CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of services or payment of fees.

## **XX. SUCCESSORS AND ASSIGNS**

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

**XXI. NON-WAIVER**

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. 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.

**XXII. VENUE AND GOVERNING LAW**

- 21.1 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 22.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

**XXIII. SEVERABILITY**

- 23.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

**XXIV. XXVI. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

- 24.1 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Center certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under this Agreement. City relies on Center's certification. If found to be false, or if Center is identified on such list during the course of its Agreement, City may terminate this Agreement for material breach.

*Signature page follows*

**XXV. ENTIRE AGREEMENT**

25.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Section XV.

EXECUTED as of the date of the last party to sign below.

CITY

Department of Human Services

\_\_\_\_\_  
Melody Woosley, Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

CONSULTANT

Texas Association for the Education of  
Young Children

  
\_\_\_\_\_  
Laurie Adams, T.E.A.C.H. Program Director

5/25/2021  
Date

**ATTACHMENTS**

Attachment A – Statement of Services

Attachment B – General Information Form

Contract # \_\_\_\_\_

**Attachment A**

**Scope of Work  
T.E.A.C.H.**

CONSULTANT will :

1. Implement the Teacher Education and Compensation Helps (T.E.A.C.H.) Early Childhood® Texas Scholarship Program ("Program");
2. Collaborate with the City and the Alamo Colleges District, University of Texas at San Antonio, or Texas A&M San Antonio to provide scholarships for **Instructional Assistants (Participants)** employed with SAISD and EISD to enroll in early childhood or development (or related field) educational programs for early childhood education certification, an associate's or bachelor's degree;
3. Conduct outreach and recruitment to eligible Head Start sites to enroll Participants in the Program;
4. Implement an application process to review, accept, and enroll Participants in the Program;
5. Determine, document, and maintain eligibility documentation of Participants enrolled in the Program;
6. Assist Program Participants to apply for financial aid;
7. Track Participant progress toward meeting certificate or degree requirements;
8. Provide monthly Participant data to DHS; and
9. Provide all administrative services, including but not limited to data reporting and program oversight;

And further provide directly to Participants:

10. Up to 90% of cost of up to 18 hours of in-district tuition at any campus within the Alamo College District;
11. Up to 90% of cost of all required course textbooks;
12. Travel stipends;
13. Completion stipends, once each participant's contract with TAEYC is completed and verified; and
14. One-on-one counseling support for the duration of Program enrollment, including regular check-ins to assist with Participant progress and needed resources to continue to achieve academic success, which additionally includes course enrollment assistance, tutoring support, and course completion verification (e.g. grades), among others.



## ATTACHMENT B

### GENERAL INFORMATION

**1. Respondent Information:** Provide the following information regarding the Respondent:

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Texas Association for the Education of Young Children (TXAEYC)

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: P.O. Box 4997

City: Austin

State:

TX

Zip Code: 78765

Telephone #: 512-215-8142

Fa  
x  
#:

866-240-5175

Website Address: www.texasaeyc.org

Year Established: 1966

Number of Years in Business Under Present Name: 52

Social Security or Federal Employer Identification #: 74-6104411

Texas Comptroller's Taxpayer Number, if applicable:

(NOTE: This is an 11-digit number sometimes referred to as the Comptroller's TIN or TID.)

DUNS Number: 788373165

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation

If checked, check one:

For-Profit

Non-Profit

Also, check one:

Domestic

Foreign

Other

If checked, list business structure: \_\_\_\_\_

Name of Contract Signatory:

Laurie Adams

Job Title:

T.E.A.C.H. Program Director

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:


**ATTACHMENT B**

Provide address of office from which this project would be managed:

13740 Research Blvd., Ste. A2		
(Street Address)		
Austin	Texas	78750
(City)	(State)	(Zip Code)
Telephone #: 512-215-8142	Fax #: 866-240-5175	
Annual Revenue:		
Total Number of Employees:	11	
Total Number of Current Clients/Customers:		

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

We are a state-wide non-profit that focuses on children 0-8 years of age and the professionals working with them. TXAEYC houses several programs in addition to membership that provides training and professional development opportunities to the early childhood workforce.

List Related Companies:


2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name:	Laurie Adam	Title:	T.E.A.C.H. Program Director		
Address:	13740 Research Blvd., Ste. A2				
City:	Austin	State:	Texas	Zip Code:	78750
Telephone #:	512-215-8142	Fax #:	866-240-5175		
Email:	laurie@texasaeyc.org				

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes                       No

4. Is Respondent authorized and/or licensed to do business in the State of Texas?

Yes                       No

If "Yes", list authorizations/licenses

State non-profit

ATTACHMENT B

5. Where is the Respondent's corporate headquarters located?

Address: 13740 Research Blvd., Ste. A2

City: Austin State: Texas Zip Code: 78750

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes  No

If "Yes", respond to A and B below:

A. How long has Respondent conducted business from its San Antonio office?

Years: \_\_\_\_\_ Months: \_\_\_\_\_

B. State the number of full-time employees at the San Antonio office?

If "No", does the Respondent have an office located within Bexar County, Texas?

Yes  No

If "Yes", respond to C and D below:

How long has Respondent conducted business from its Bexar County office?

Years: \_\_\_\_\_ Months: \_\_\_\_\_

State the number of full-time employees at the Bexar County office?

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No

If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, and amount of assets.

**ATTACHMENT B**

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes                       No

If "Yes", state the name of the regulatory body or professional organization, date, and reason for disciplinary or pending disciplinary action.

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**11. Previous Contracts:**

**A.** Has the Respondent ever failed to complete any contract awarded?

Yes                       No

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

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**B.** Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes                       No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

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**C.** Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes                       No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

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## ATTACHMENT B

### REFERENCES

Provide three (3) current private or public agency references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

#### Reference No. 1:

Firm/Company Name: Heart of Texas Workforce Development Board

Name: Julie Talbert Title: Manager of Child Care

Address: 801 Washington Ave. Suite 700

City: Waco State: Texas Zip Code: 76701

Telephone #: 254-296-5379 Fax #: \_\_\_\_\_

Email: julie.talbert@hotworkforce.com

Date and Type of Service(s) Provided:  
Partnered in 2017-2018 to provide scholarship opportunities for child care providers in the Waco area.

#### Reference No. 2:

Firm/Company Name: \_\_\_\_\_

Name: Libby Doggett Title: Consultant

Address: 1157 San Berard St.

City: Austin State: Texas Zip Code: 78702

Telephone #: 512-755-2893 Fax #: \_\_\_\_\_

Email: libby.doggett@gmail.com

Date and Type of Service(s) Provided:  
Libby currently work with our Moving the Needle Compensation National Project and has been working to establish and support expansion of T.E.A.C.H. Texas.

#### Reference No. 3:

Firm/Company Name: United Way of Greater Austin

Name: Cathy McHorse Title: Vice President, Success By 6

Address: 2000 E. Martin Luther King Jr. Blvd.

City: Austin State: Texas Zip Code: 78702

**ATTACHMENT B**

Telephone #: 512-225-0362 Fax #:

Email: Cathy.McHorse@uwatx.org

Date and Type of Service(s) Provided:

The organization has worked with United Way of Greater Austin for years to promote the expansion of T.E.A.C.H., professional development, school readiness, advocacy development and compensation iss.

KD  
06/10/2021  
Item No. 20

# **ATTACHMENT II**

CITY OF SAN ANTONIO HEAD START PRE-K PROGRAM  
 FEBRUARY 1, 2021 TO JANUARY 31, 2022  
 PERSONNEL COMPLEMENT

POSITIONS 1380000XXXX HEAD START 2021-2022	JOB CLASS	Ordinance 2020-04-30-0299	ADD/DELETE	CHANGE PROPOSED 2021-2022
ADMINISTRATIVE ASSISTANT I	0040	2		2
ADMINISTRATIVE ASSISTANT II	0041	1		1
ADMINISTRATIVE ASSOCIATE	2063	1		1
MANAGEMENT ANALYST	0046	12		12
SPECIAL PROJECTS MANAGER	0866	3		3
SENIOR MANAGEMENT ANALYST	0999	6		6
HEAD START PROGRAM ADMINISTRATOR	2187	1		1
FISCAL MANAGER	2216	1		1
FISCAL ANALYST	2218	2	1	3
ACCOUNTANT	2220	1		1
FAMILY SUPPORT COORDINATOR	2290	1		1
FAMILY SUPPORT SUPERVISOR	2289	5		5
FAMILY SUPPORT WORKER	2283	50		50
CASE AIDE	0985	5		5
DESIGN COMMUNICATIONS COORDINATOR	2142	1		1
SENIOR MANAGEMENT COORDINATOR	0997	1		1
SENIOR FAMILY SUPPORT WORKER	2461	5	1	6
<b>TOTAL POSITIONS FOR HEAD START PK PROGRAM</b>		<b>98</b>	<b>2</b>	<b>100</b>