AN ORDINANCE 2017-09-14-0652

ADOPTING THE ANNUAL CONSOLIDATED OPERATING AND CAPITAL BUDGETS FOR THE CITY OF SAN ANTONIO FOR FY 2018 THAT BEGINS OCTOBER 1; APPROVING PROJECTS INCLUDED IN THE FY 2018 TO FY 2022 FIVE YEAR INFRASTRUCTURE MANAGEMENT PLAN; APPROVING THE FY 2018 TO FY 2023 SIX-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY OF SAN ANTONIO; APPROVING CERTAIN CONTRACTS; PROVIDING FOR A ONE-TIME ANNUITY INCREASE FOR RETIREES AND THEIR BENEFICIARIES AND A REVISION TO THE CITY'S CONTRIBUTION RATE, IN CONNECTION WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM; AUTHORIZING PERSONNEL COMPLEMENTS; APPROPRIATING FUNDS; AND AMENDING RELATED ORDINANCES.

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WHEREAS, in accordance with Article VII of the City Charter, it is necessary to adopt a budget for the period commencing October 1, 2017, and ending September 30, 2018 ("FY 2018"); and

WHEREAS, a Proposed Annual Budget for FY 2018 has been prepared by the City Manager in accordance with Article VII of the City Charter, and presented to the City Council; and

WHEREAS, Community budget input was gathered through the SASpeakUp campaign prior to the development of the Proposed Budget and six Budget Open Houses and two City-Wide Budget Public Hearings were held after the Proposed Budget was presented to City Council on August 10, 2017; and

WHEREAS, following City Council budget work sessions, the Proposed Budget was considered by the City Council on September 14, 2017; and

WHEREAS, after presentation and consideration of several amendments set forth in a statement, as required under Article VII of the City Charter, the City Council by this Ordinance adopts the FY 2018 Budget; **NOW THEREFORE:**

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

SECTION 1. Annual Operating Budget.
The Proposed Annual Budget, as set out in Attachment 1, and as amended by Attachment 2, Attachment 3, Attachment 8, and Attachment 25, all of which are attached hereto and incorporated herein for all purposes, and the following Sections of this Ordinance, is hereby approved and adopted for FY 2018.

SECTION 2. Appropriations.

A. The sums set forth in Attachment 3 are hereby appropriated for FY 2018 for the different City Departments and purposes of the City.

B. The City Manager, through the Director of the Office of Management and Budget, is hereby authorized to distribute funds from the Non-Departmental Budget in the General Fund allocation after a review process is conducted to determine appropriate budget levels for motor fuel.

SECTION 3. Budgeted Financial Reserves and General Fund Operating Contingency Reserves.
The use of Budgeted Financial Reserves and the $1,000,000 General Fund Operating Contingency Reserves will be authorized only after an analysis has been prepared by the City Manager and presented to the City Council that outlines the cost associated with the use of the reserves. The expenditure of said funds, if necessary, shall be approved through the adoption of subsequent ordinance(s).

SECTION 4. Donations & Contributions.
Any donations or contribution the City receives from outside agencies, entities or private individuals during FY 2018 are authorized to be appropriated and spent as long as proper procurement policies and administrative directives are followed.

SECTION 5. Mayor and City Council Budgets.
Funds for the City Hall and Constituent Office FY 2018 Budget have been appropriated in the Mayor and City Council Operating Budget, and are available to carry out daily operations of the Mayor and City Council Offices, as follows:

A. **Mayor and City Council - Council Aide Services Budgets.** The Mayor and each Councilmember shall be allocated $403,031 to contract for Council Aide services in accordance with the provisions of this Section. Of this amount, the Mayor and each Councilmember shall be allocated $300,673 for compensation of Council Aides, $23,002 for payroll taxes, $28,800 for healthcare insurance reimbursement, $5,616 for parking allowance, $14,400 for vehicle allowance, $5,040 for cell phone allowance, $9,000 for tuition reimbursement, and $16,500 for a matching contribution to an Individual Retirement Account that is the responsibility of the contract employee to establish (in accordance with Attachments 4.A and 4.B).

   The Mayor and each Councilmember may use District Budget Council Aide Funds to contract for the services of no more than the equivalent of six (6) full-time Council Aides to assist them in serving constituents. Council Aides employed full-time can be paid no more than $93,319 for the period from October 1, 2017 through September 30, 2018, regardless of the number of Councilmembers that a Council Aide is employed by during FY 2018. Payment for part-time Council Aides shall be paid on a pro-rata basis.

   Council Aides are not City Employees, but are contract employees of the Mayor or the individual Councilmember. These Council Aides answer only to the Mayor or Councilmember by whom they are employed, and represent only the respective Mayor's or Councilmember's point of view in serving constituents. Attached hereto and incorporated herein for all purposes, as Attachments 4.C, 4.D and 4.E, are form contracts and form contract amendments to be utilized in contracting for such services. All contracts entered into pursuant to this subsection must be in substantially the same form and content as shown in the attached.

B. **Mayor and City Council Compensation**. The Mayor and Councilmember compensation shall be paid in accordance with the terms set forth in Ordinance No. 2015-05-20-0423, and any future amendments approved by subsequent ordinance(s).

C. **Mayor and City Council Expense, Car, and Cellular Phone Allowance**. The maximum amount available for reimbursement of expenses of the Mayor and each Councilmember, in connection with their official duties, is $10,000. The maximum reimbursement may not be supplemented with funds

from any other budgeted line item. Additionally, the Mayor and each Councilmember may receive a monthly $70 cellular telephone allowance; and each may have the option of receiving a monthly $600 car allowance, or reimbursement up to $600 per month for business mileage, both incurred in connection with their official duties. Guidelines that govern the use and reimbursement procedures for the Mayor and City Council expense allowance are attached hereto and incorporated herein for all purposes as Attachment 5, and are hereby adopted.

In the performance of their official duties, the Mayor and Councilmembers may need the City to contract for facilities to hold City-wide or Council District events. Subject to the review and recommendation of the City Attorney's Office, authorization to execute such contracts is granted to the City Manager, or her designee, as long as it follows current City of San Antonio procurement policies and is within the budgeted expense allowance.

Budgeted funds for establishment and operation of Constituent Office(s) shall be made available for expenditure, should establishment of such an office be desired by the Mayor or a Councilmember. All expenditures made from budgeted funds for payment of City Council Constituent Office rental contracts must be approved by the City Council through the adoption of subsequent ordinance(s).

SECTION 6. City Council Project Funds.
The amount of $50,000 is hereby allocated in the Mayor and City Council Budget within the General Fund for the Mayor and each Councilmember for City Council Projects. The City Council Project Funds shall be spent in accordance with Ordinance No. 2013-11-07-0761. The City Manager, or her designee, is authorized to execute City Council Project Contracts, in substantially the same form and content as shown in Attachment 6, which is incorporated herein for all purposes.

SECTION 7. Outside Agency Contracts.
The City Manager, or her designee, is authorized to make payment to the following outside agencies in accordance with the FY 2018 Budget, and their respective contracts, as provided below.

A. **Delegate Agency Contracts.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute Delegate Agency Contracts, in substantially the same form as shown in Attachment 7, and with such revisions as are first approved by the City Attorney's Office in limited circumstances where the contract terms should be more concise due to a smaller contract amount or a limited contract scope, with each of the Delegate Agencies and for the amounts indicated in Attachment 8, and to incorporate as attachments to the Contracts, the project-specific scope of work, performance measures and budgets. Should a Delegate Agency listed in Attachment 8 be unable to provide the service indicated, the City Manager, or her designee, is authorized to execute a Delegate Agency Contract with one of the other Agencies set forth in Attachment 8, to provide a service in the same service category. A combined amount not to exceed $293,726 is authorized to be added to the delegate agency contracts with YWCA ($32,100), Urban 15 Group ($11,626), Bihl Haus ($100,000), YMCA ($100,000) and OASIS ($50,000) for additional project-specific senior services at the City's senior centers, which is consistent with the appropriations set forth in the FY 2018 Budget and included in the Department of Human Services senior services budget.

The City Manager, or her designee, is authorized to negotiate and execute After School Challenge Program contracts, in a form first approved by the City Attorney's Office, with each of the governmental entities shown in Attachment 8 for the amounts indicated therein. An additional amount

of $100,000 is authorized to be allocated to the San Antonio Independent School District to provide After School Challenge Program services. The additional allocation is consistent with the appropriations set forth in the FY 2018 Budget.

The FY 2018 Budget includes a total allocation of $7,060,703 in General Fund and Grant Funds to support the Haven for Hope campus. Contracts with Haven for Hope of Bexar County and Center for Health Care Services are authorized under Sections 7.B., 7.C., and 7.D., respectively; all other Haven for Hope-related contracts are authorized under Section 7.A of this Ordinance.

B. **Haven for Hope Operating Agreement FY 2018 Funding Amendment.** The City's contribution and payment of any City annual operating funds—including General Fund, Restricted Funds, and Grant Funds—to Haven for Hope of Bexar County shall be contingent upon the City Manager's, or her designee's, continued seat on the Haven Board of Directors as an ex-officio, non-voting Director.

Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract amendment, in substantially the same form as shown in Attachment 9, for the amount of $4,138,887 to Haven for Hope of Bexar County. The $4,138,887 is comprised of the annual $1 million allocation for Operations; $1,103,916 for Courtyard Security and Janitorial Services; $1,112,971 for Courtyard Operations; and $922,000 for Residential and Support Services from the General Fund. The City Manager, or her designee, is further authorized to incorporate, as an attachment to the contract amendment, project-specific performance measures and a budget.

C. **Center for Health Care Services (Restoration Center).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 10, with Center for Health Care Services for the amount of $1,250,000, and to incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

D. **Center for Health Care Services (Integrated Behavioral Health Program)** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 11, with Center for Health Care Services for the amount of $474,217 for use at the Integrated Behavioral Health Program, and to incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

E. **San Antonio Education Partnership (SAEP) Scholarship & Outreach Program.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 12, with SAEP for the amount of $2,477,814. The contract will incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

San Antonio Education Partnership Board of Directors. For so long as the City Council contributes funding to the San Antonio Education Partnership ("SAEP"), the City requires the Director of the Human Services Department or other City Manager designee to serve in an official, voting position on SAEP's Board of Directors. The City finds that there is no conflict of interest in such service.

F. **San Antonio Education Partnership (SAEP) Café College Operations.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 13, with SAEP in the amount of $685,000 for Café College

Operations. The contract will incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

G. **Carver 2018 Performance Season and Related Policies and Contracts.**

Performance Season Contracts: Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a performance contract with each of the performers/ management companies shown in Attachment 14 for the amounts indicated therein, or with comparable artists or substitute contractors, if services cannot be accomplished by any of the artists/contractors shown in Attachment 14. The City Manager, or her designee, is authorized to negotiate and execute any related and necessary technical production services contracts and theater license agreements as needed to produce artist performances listed in the 2018 season and for the use of the Carver Community Cultural Center. The form and content of said contracts are set forth in Attachments 15 and 16 and are hereby approved. The City Attorney shall determine the appropriate contract the managing department shall use.

Carver License Fee: A license fee schedule, attached hereto as Attachment 17, and facility use policies, attached hereto as Attachment 18, for the Carver Community Cultural Center are hereby approved and shall be followed when entering into the agreements set forth in this Ordinance.

Carver Budget: A transfer of funds in the amount of $327,627 from the Arts & Cultural Fund and $93,552 from the Carver Community Cultural Center Trust fund to the Organizational Support Project is hereby authorized. Acceptance of a payment from the Carver Development Board in the amount of $51,000 in support of the Carver is also authorized and appropriated. The City Manager, or her designee, is further authorized to execute any and all necessary documents to effectuate said acceptance from the Carver Development Board. There are a total of 14 authorized positions at the Carver. Of the 14 positions, seven are funded by the General Fund and seven positions are funded through the special revenue fund. The budget attached hereto as Attachment 19 and the personnel complement of seven (7) employees attached hereto as Attachment 20 is approved and adopted.

H. **Avenida Guadalupe Association.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 21, with Avenida Guadalupe Association for the amount of $142,000, which is consistent with the appropriation set forth in the FY 2018 Budget. The contract will incorporate a project budget and scope of work.

I. **BioMed SA.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 22, with BioMed SA for the amount of $100,000, which is consistent with the appropriations set forth in the FY 2018 Budget.

J. **San Antonio Metropolitan Partnership for Energy (Build San Antonio Green).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 23, with San Antonio Metropolitan Partnership for Energy for the amount of $85,000, which is consistent with the appropriations set forth in the FY 2018 Budget.

K. **San Antonio Zoological Society.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in

Attachment 24, with the San Antonio Zoological Society for operation of the San Antonio Zoo for the amount of $306,597 from the Hotel Occupancy Tax Fund, which is consistent with the appropriations set forth in the FY 2018 Budget.

L. **Arts and Cultural Agency.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an Arts Agency Contract with each of the Art and Cultural Agencies shown in Attachment 25 for the amounts indicated therein. The form and content of each type of Art Agency Contract, set forth in Attachment 26, 27 and 28 is hereby approved. The City Attorney shall determine the appropriate form for each Agency. The authority to execute these documents extends for sixty days from the approval of this Ordinance. Any remaining funds not contracted for after such sixty-day period shall be reprogrammed for use by the Arts and Culture Department in accordance with City policies and guidelines.

M. **Young Men's Christian Association ("YMCA") of Greater San Antonio.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a one-year contract, in substantially the same form as shown in Attachment 29, with the Young Men's Christian Association of Greater San Antonio in the amount of $160,000 in connection with two Siclovia Community Events which is consistent with the appropriations set forth in the FY 2018 Budget.

N. **University of Texas at San Antonio - College Pre-Freshman Engineering Program.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 30, with the University of Texas at San Antonio for the amount of $54,885, to provide resources for an academic enrichment program targeting students pursuing engineering or science, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

O. **CPS Energy - Green Shade Tree Rebate Program.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 31, with City Public Service (CPS) in an amount of up to $50,000 from the Tree Mitigation and Preservation Fund to provide up to 1,000 rebates worth $50 each for CPS customers to plant trees that will maximize the energy savings of a building or home. CPS Energy will provide rebates in the form of a CPS Energy bill credit for up to 5 trees planted per address.

P. **SA2020.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 32, with SA2020 in an amount not to exceed $150,000, which is consistent with the appropriations set forth in the FY 2018 Budget.

Q. **San Antonio Public Library Foundation.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 33, with the San Antonio Public Library Foundation in an amount not to exceed $150,000, to support the annual Book Festival, which is consistent with the appropriations set forth in the FY 2018 Budget.

R. **Luminaria.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an Event Support Agreement, in substantially the same form and content as shown in Attachment 34, with Luminaria in an amount not to exceed $350,000 for expenses related to the 2018 Luminaria events funded through FY 2018 Adopted Budget.

S. **San Antonio Botanical Garden Society.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 35, with the San Antonio Botanical Garden Society for volunteer coordinator, visitor admissions and bookkeeping and horticultural services for the amount of $211,307 from the General Fund, which is consistent with the appropriations set forth in the FY 2018 Budget.

T. **San Antonio Parks Foundation.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 36 with the San Antonio Parks Foundation for operations of the San Antonio Parks Foundation for the amount of $100,000 from the General Fund, which is consistent with the appropriations set forth in the FY 2018 Budget.

U. **Northeast Corridor Enhancement Matching Grant Program.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract and a property covenant in substantially the same forms as shown in Attachment 37 and 38, respectively, with grantees for an amount not to exceed $50,000, and to incorporate, as attachments, a project-specific scope of work and a budget.

V. **San Antonio Economic Development Corporation (SAEDC).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a First Amendment to the Economic Development Program Grant Agreement, in substantially the same form and content as shown in Attachment 39, with the San Antonio Economic Development Corporation for the amount of $100,000 to recapitalize SAEDC Investment Fund, which is consistent with appropriations set forth in the FY 2018 Budget.

W. **San Antonio Economic Development Corporation (SAEDC).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 40, with the San Antonio Economic Development Corporation for the amount of $200,000 to fund the day to day operation of SAEDC, which is consistent with appropriations set forth in the FY 2018 Budget.

X. **San Antonio Economic Development Foundation (SAWORKS).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 41, with the San Antonio Economic Development Foundation for the amount of $250,000 for work as fiscal agent of SA WORKS, which is consistent with the appropriations set forth in the FY 2018 Budget.

Y. **San Antonio Tricentennial Celebration Commission.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 42, with the San Antonio Tricentennial Celebration Commission for the amount of $1,050,335 which is consistent with the appropriations set forth in the FY 2018 Budget.

Z. **Green Spaces Alliance of South Texas.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 43, with Green Spaces Alliance of South Texas for the amount of $25,000 for the Community Gardens Program, which is consistent with the appropriations set forth in the FY 2018 Budget.

AA. **DreamVoice, LLC**. Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment 44, with DreamVoice LLC for the implementation of DreamWeek, in the amount of $100,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2018 Budget.

BB. **San Antonio Chamber of Commerce (GSACC).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 45, with Greater San Antonio Chamber of Commerce for the amount not to exceed $50,000 for Cybersecurity San Antonio, which is consistent with the appropriations set forth in the FY 2018 Budget.

CC. **Hispanic Chamber of Commerce and St. Mary's University.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 46, with the Hispanic Chamber of Commerce and St. Mary's University to utilize the SABER Institute, for the amount not to exceed $48,000, which is consistent with the appropriations set forth in the FY 2018 Budget.

DD. **Haven for Hope Veteran's Homeless Program.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 47, with Haven for Hope of Bexar County for the amount of up to $150,000, to provide veteran's homeless outreach services, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

EE. **Haven for Hope Collaboration and Space Use.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a Collaboration and Space Use Agreement in substantially the same form and content as shown in Attachment 48, with Haven for Hope of Bexar County for the City to utilize assigned space at Haven for Hope.

FF. **San Antonio Dance Umbrella.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 49, with San Antonio Dance Umbrella for the amount of $37,700, to provide senior exercise and fitness classes, and to incorporate all attachments, including a project-specific scope of work, performance measures and budget.

GG. **Family Service Association of San Antonio, Inc.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute Delegate Agency Contracts, in substantially the same form as shown in Attachment 50, with Family Service Association in the amount of $130,000, for the child abuse prevention pilot project in Council District 5, and to incorporate all attachments, including a project-specific scope of work, performance measures and budget.

HH. **South Alamo Regional Alliance for the Homeless (SARAH).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 51, with SARAH for an amount up to $125,000, to provide Continuum of Care Coordination and contract administration for SARAH and to incorporate all attachments, including a project-specific scope of work, performance measures and budget.

II. **Project Quest.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute two contracts in substantially the same form and content as shown in Attachments 52 and 53, with Project Quest in the amounts of $2,300,000 for workforce development

activities and $200,000 for the Cloud Academy, incorporating as attachments, a project-specific scope of work, performance measures and a budget.

JJ. **San Antonio Growth on the Eastside.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 54, with San Antonio for Growth on the Eastside for the amount of $358,668 which is consistent with the appropriations set forth in the FY 2018 Budget. The contract will incorporate a project budget and scope of work.

KK. **San Antonio for Growth on the Eastside (Sustainability Collective Impact Coordinating Entity).** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a funding agreement in substantially the same form as shown in Attachment 55, with San Antonio for Growth on the Eastside to serve as the EastPoint Neighborhood Sustainability Collective Coordinating Entity for the amount of $114,000 which is consistent with the appropriations set forth in the FY 2018 Budget, and to incorporate as attachments, a project-specific scope of work and a budget.

LL. **Literacy San Antonio.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 56, with Literacy San Antonio in the amount of $100,000, the SAReads Literacy Academy and Book Bank.

MM. **LiftFund.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 57, with LiftFund Inc for the amount not to exceed $250,000 for LiftFund Loan Buy Down Program, which is consistent with the appropriations set forth in the FY 2018 Budget.

NN. **VIA Metropolitan Transit for Bus Service Enhancements.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 58, with VIA Metropolitan Transit in the amount of $4,300,000 for bus service enhancements. The agreement will incorporate obligations by VIA to purchase additional buses and provide frequency improvements, and travel times and capacity improvements along specific bus routes and along specific corridors outlined in the agreement.

OO. **Northeast Independent School District and San Antonio Sports.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute a Triparty agreement, in substantially the same form and content as shown in Attachment 59, with Northeast Independent School District and San Antonio Sports, in the amount of $80,000 to construct a sports filed and/or other recreation enhancement at Camelot Elementary.

PP. **Haven for Hope Homeless Encampment Outreach and Support.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement in substantially the same form and content as shown in Attachment 60, with Haven for Hope in the amount of $50,000 to support homeless encampment outreach and support, consistent with appropriations set forth in the FY 2018 Budget.

QQ. **Alamo Area Council of Governments.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement in substantially the same form and content as

shown in Attachment 61, with Alamo Area Council of Governments in an amount not to exceed $125,000 to monitor and analyze ozone and contamination levels.

RR. **Geekdom, LLC - techSAport.** Subject to Section 24 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement in substantially the same form and content as shown in Attachment 62, with Geekdom, LC in an amount not to exceed $150,000 to develop and execute a civic tech program for students, entrepreneurs and startups to develop customized technology solutions to address local challenges.

SECTION 8. Memberships and Dues.
The City Manager, or her designee, is authorized to pay the following annual membership fees or dues to the following agencies in the amounts indicated below:

Alamo Area Council of Governments (AACOG)	$ 95,453
Airports Council International (Airport Fund)	$ 80,000
Austin – SA Corridor Council	$ 50,000
National League of Cities	$ 35,000
South Central Texas Regional Certification Agency	$ 50,325
Build San Antonio Green	$ 85,000
San Antonio Mobility Coalition	$ 63,000
Texas Municipal League	$ 49,972
US Conference of Mayors	$ 40,235
National Forum for Black Public Administrators	$ 15,000
Municipal Leadership Institute	$ 15,000
United States Green Building Council	$ 1,500
Urban Sustainability Directors Network	$ 6,400

Additionally, the City Manager, or her designee, is authorized to execute any necessary documentation with said agencies in order to effect membership by the City of San Antonio.

Section 9. City of San Antonio Defined Risk Management and Self Insurance Program.
The City of San Antonio Defined Self Insurance and Risk Management Program, approved through Ordinance No. 2007-09-13-0969 (the "Program Ordinance"), and later amended by Ordinance No. 2013-02-14-0117, is hereby further amended by adding language to the existing text, as follows:

D. Withdrawal from the Fund for the payment of any final court ordered judgment may be made at the direction of the City Attorney or the City Attorney's designee.

SECTION 10. San Antonio Housing Trust.
The City of San Antonio Housing Trust was established by City Council Ordinance on September 8, 1988, under a Declaration of Trust to provide affordable housing opportunities for low and moderate income families inside Interstate Highway Loop 410. Pursuant to said Declaration, the San Antonio Housing Trust Foundation Inc., a Texas non-profit corporation, is responsible for the administrative support of the operations of the City of San Antonio Housing Trust and Board of Trustees. On September 26, 1991, the San Antonio Housing Trust Foundation Inc. was designated and approved to be the

administrative and fiscal agent to the City of San Antonio Housing Trust for disbursement of awards of Trust assistance.

Annually, the City contributes funds towards the administrative operation costs of the City of San Antonio Housing Trust Foundation, Inc. which administers the daily operations of the San Antonio Housing Trust. Funds contributed by the City in the amount of $128,575 are derived from the interest earned by the City on the San Antonio Housing Trust Fund corpus. The administrative services contract between the City of San Antonio and the San Antonio Housing Trust Foundation, Inc. for the term beginning October 1, 2017 to September 30, 2018 and the budget are hereby approved. The City Manager, or her designee, is hereby authorized to execute said administrative services contract, in substantially the same form and content, as shown in Attachment 63, with San Antonio Housing Trust Foundation, Inc.

SECTION 11. Tax Increment Reinvestment Zone ("TIRZ") Property Tax Contributions.
The transfer of designated funds is authorized from the fund balance within the General Fund and Debt Service Fund for FY 2018 to the Tax Increment Financing Special Revenue Fund, to reflect FY 2018 annual TIRZ transfers to developers of active TIRZs, as set forth in the Proposed FY 2018 Current Property Tax Revenue Fund Statement in Attachment 1.

SECTION 12. Employee Holidays.

A. Thirteen City holidays are hereby authorized for FY 2018, as set forth in Attachment 64. Non-exempt civilian employees also may be eligible to receive an Attendance Incentive Floating Holiday for use during FY 2018, in accordance with Administrative Directive 4.4, Leave Administration. Any Floating Holiday granted to non-exempt civilian employees during FY 2018 that is not taken before October 1, 2018 will be forfeited.

B. The FY 2018 Holiday Calendar has been modified to close most City facilities from Monday, December 25, 2017 through Monday January 1, 2018. Civilian employees will be required to use Personal Leave, Annual Leave, or other accrued leave for Friday December 29th, 2017. Any departments and/or divisions that will not close due to business need will submit alternative holiday schedules to the Human Resources Department and City Manager's Office prior to October 1, 2017. Once approved, these alternative holiday calendars will be posted and distributed within the impacted departments and/or divisions.

C. FY 2018 holidays for Uniform Fire and Police Employees are subject to the Fire and Police Employee Relations Act, and shall be in accordance with their respective Collective Bargaining Agreement.

D. Uniform Fire Department personnel will accrue a thirteenth holiday, designated as the September 11th Holiday, in compliance with Texas Local Government Code, Section 142.0013. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

SECTION 13. Employee Compensation.
The FY 2018 Civilian pay plan, as set forth in Attachment 65 is hereby approved. The following increases are hereby authorized as adjustments to certain employees' salaries, as provided for below.

A. **Uniform Fire and Police Employees.** Compensation for Uniform Fire and Police Employees shall be paid in accordance with the terms set forth in their respective Collective Bargaining Agreement.

B. **Cost of Living Adjustment ("COLA") for regular full-time and part-time civilian employees.** Effective October 1, 2017, all regular full-time and part-time civilian employees will receive a 1.0% COLA increase, except for the City Manager, (whose pay is subject to City Council approval, as stipulated in Section 13.G of this Ordinance); Uniform Fire and Police employees (whose pay is stipulated in section 13.A. of this Ordinance); and temporary employees. Civilian pay plan ranges for regular full-time and part-time jobs will be adjusted by 1.0%, accordingly.

C. **City's Entry Wage.** The City's Entry Wage is hereby established at $14.25 per hour for all regular full-time and part-time civilian employees effective January 1, 2018.

D. **Civilian Step Pay Plan Modification.** Effective January 1, 2018, the step pay plan will be modified to reduce the number of steps from 10 to 7 or fewer, by retaining pay range maximums and adjusting pay range minimums and subsequent steps. The highest five step pay plan ranges are removed from the step plan and become eligible for performance pay. As part of the FY 2018 step pay plan modification, employees will receive a combination of base salary increases and/or lump sum payments. Eligible employees already at the highest step of their pay range will receive a $350 one-time lump sum payment. Beginning in FY 2019, employees on the Step Pay Plan must achieve a performance rating of meets expectations or above to receive a step increase. Peace Officers, other than uniform Fire and Police employees, are included in the Civilian Step Pay Plan.

   The following employees are not eligible for the Step Pay Plan-related pay increases in accordance with this Ordinance: City Council Appointees; Uniform Fire and Police employees; part-time employees; temporary employees; employees in professional, managerial, and executive employees; and employees with salaries already at or above the maximum of the range.

E. **Performance Pay for Civilian Employees in Pay Plan B (pay ranges 514-518), Professional, Managerial, and Executive Employees.** Effective January 1, 2018, all eligible regular full-time civilian employees in pay plan structures B (pay ranges 514-518), professional, managerial, and executive employees in pay plan structures B, C, D, and E, except for the City Manager, City Clerk, City Auditor, Municipal Court Judges (whose pay is subject to City Council approval as stipulated in Section 13.F and 13.G) and uniform fire and police employees (all of whose pay is stipulated in Section 13.A of this Ordinance) will be considered to receive increases in salary based on performance.

F. **Pay Increases for City Council Appointees.** The FY 2018 Budget includes pay increase appropriations for City Council appointees, including the City Auditor, City Clerk and Municipal Court Judges, but any pay adjustment for these employees will be considered by City Council by subsequent ordinance.

G. **City Manager's Compensation**. The City Manager's compensation shall be paid in accordance with the terms set forth in Ordinance No. 2016-02-18-0114 and any future amendments approved by subsequent ordinance(s).

H. **Additional Pay Plan Changes.** Additional changes to the Pay Plan and individual salaries are authorized to be made by the City Manager during the fiscal year. These changes may include, but are not limited to, job classification title additions, deletions or amendments; reclassifications; salary increases; and salary range adjustments, provided no additional appropriations are required.

SECTION 14. Civilian Employee Health Benefits.
The City Manager, or her designee, is authorized to amend the City Civilian Employee Health Benefit Plans and set premiums for employee and dependent coverage, provided sufficient funds are appropriated by City Council.

Effective January 1, 2018, the health care coverage plan and contribution split between employer and employee for all full-time civilian City Employees are as provided below:

A. **Health care coverage for Civilian City Employees hired before January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired before January 1, 2009 will include two medical plan options, designed to maximize choices in selection of healthcare coverage. Included in these two plan options are the Consumer Driven Health Plan and the New Value PPO. Each medical plan has varying deductibles, copayments, coinsurance limits and premiums, as shown in Attachment 66. The cost-sharing goal for healthcare coverage for employees hired before 2009 is to achieve an adequacy of benefits rate of 70%/30%, meaning the City pays 70% of all health care costs and employee pays 30% of all healthcare costs.

B. **Health care coverage for Civilian City Employees hired after January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired after January 1, 2009, will include two medical plan options, designed to maximize choices in selection of healthcare coverage. Included in these two plan options are the Consumer Driven Health Plan and the New Value PPO. Each medical plan has varying deductibles, copayments, coinsurance limits and premiums, as shown in Attachment 66. The cost-sharing goal for healthcare coverage for employees hired after 2009 is to achieve an adequacy of benefits rate of 67%/33%, meaning the City pays 67% of all health care costs and employee pays 33% of all healthcare costs.

SECTION 15. Uniform Employee Health Benefits. Healthcare for Uniform Fire and Police Employees shall follow the terms set forth in their respective Collective Bargaining Agreement.

SECTION 16. Civilian Retiree Health Benefits.
The City Manager, or her designee, is authorized to amend the Civilian Retiree Health Benefits Plan and set premiums for retiree and dependent coverage, so long as sufficient funds are appropriated by City Council.

A. **Non-Medicare eligible civilian retirees.** Health care coverage for all non-Medicare eligible retirees includes the same two medical plans offered to City of San Antonio civilian active employees. Cost sharing for healthcare coverage for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split goal, with the City contributing 67% as shown in Attachment 67.

   Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree healthcare coverage. For those who become eligible for participation in the Retiree Health Benefits Plan, the City will pay a subsidy based on years of service as follows:

   - For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and

- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care contributions at 50%.

B. Medicare eligible civilian retirees. Healthcare coverage for all Medicare eligible civilian retirees will be provided through a fully insured Medicare Advantage Program. Cost sharing for healthcare coverage for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67%.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree healthcare coverage. For those who become eligible for participation in the Retiree Health Benefits Plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and

- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care contributions at 50%.

SECTION 17. TMRS - One-time Annuity Increase.

A. On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Texas Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases provided for in this Section in monthly benefits payable by the Texas Municipal Retirement System ("System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

B. The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

C. An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

D. If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

E. The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

F. Subject to approval by the Board of Trustees of the System, this Section shall become effective on the 1st day of January, 2018.

SECTION 18. TMRS Contribution Rate.

The City hereby elects to enact a contribution rate of 11.66% effective January 1, 2018 for the Texas Municipal Retirement System plan for all active full time employees and retirees. The City Manager, the Chief Financial Officer, or their respective designees, are hereby authorized to execute any and all documents and take all necessary actions to effect said contribution rate.

SECTION 19. Personnel Positions.

A. **Civilian Personnel Positions.** The number of City-funded personnel positions (excluding grant funded positions) in all City-funded Departments shall not exceed the total number by indicated fund, as set forth in Attachment 68, unless authorized by subsequent ordinance(s).

Any positions in any Departments, Divisions, Sections, Offices, or Programs which have been funded in previous budgets, but are not contained in the FY 2018 Budget, are hereby abolished.

B. **October 1, 2017 Police Uniform Positions.** Effective October 1, 2017, the number of uniform Police positions for FY 2018 is fixed by fund and rank as follows:

Rank	General Fund	Grant Funds	Total
Police Officer	1,563	4	1,567
Police Detective-Investigator	544	12	556
Police Sergeant	239	3	242
Police Lieutenant	49	0	49
Police Captain	20	0	20
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
Total	**2,424**	**19**	**2,443**

C. **October 1, 2017 Fire Uniform Positions.** Effective October 1, 2017, the number of uniform Fire positions for FY 2018 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	663	15	**678**
Fire Engineer	714	12	**726**
Lieutenant	166	2	**168**
Captain	113	2	**115**
District Chief	35	0	**35**
Assistant Chief	6	0	**6**
Deputy Chief	3	0	**3**
Fire Chief	1	0	**1**
Total	**1,701**	**31**	**1,732**

D. **November 27, 2017 Fire Uniform Positions.** Effective November 27, 2017, the number of uniform Fire positions for FY 2018 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	663	15	**678**
Fire Engineer	717	12	**729**
Lieutenant	168	2	**170**
Captain	114	2	**116**
District Chief	35	0	**35**
Assistant Chief	6	0	**6**
Deputy Chief	3	0	**3**
Fire Chief	1	0	**1**
Total	**1,707**	**31**	**1,738**

E. **January 1, 2018 Fire Uniform Positions.** Effective January 1, 2018, the number of uniform Fire positions for FY 2018 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	663	15	**678**
Fire Engineer	717	13	**730**
Lieutenant	168	2	**170**
Captain	114	2	**116**
District Chief	35	0	**35**
Assistant Chief	6	0	**6**
Deputy Chief	3	0	**3**
Fire Chief	1	0	**1**
Total	**1,707**	**32**	**1,739**

F. **July 1, 2018 Fire Uniform Positions.** Effective July 1, 2018, the number of uniform Fire positions for FY 2018 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	663	15	**678**
Fire Engineer	732	13	**745**
Lieutenant	169	2	**171**
Captain	116	2	**118**
District Chief	35	0	**35**
Assistant Chief	6	0	**6**
Deputy Chief	3	0	**3**
Fire Chief	1	0	**1**
Total	**1,725**	**32**	**1,757**

G. By adoption of this Ordinance, City Council does not intend to alter or amend the powers or authority granted by the City Charter to otherwise make personnel decisions and to take personnel action.

SECTION 20. FY 2018 – FY 2023 Capital Improvements Program.
The expenditure of FY 2018 through FY 2023 Capital Improvements Program Funds, as set forth in Attachment 1, as amended by Attachment 2, is hereby approved.

The budgets for capital projects listed in Attachment 69 are hereby appropriated consistent with the Six Year FY 2018 - FY 2023 Capital Improvements Program. Should any project within the Capital Improvements Program be funded by bond proceeds, the appropriation of the proceeds of each future year beyond FY 2018 are contingent upon the sale of such issuance, the sale of which is subject to approval through the adoption of subsequent ordinances(s) and receipt of funds therefrom.

SECTION 21. Five-Year Infrastructure Management Program
The Five-Year Infrastructure Management Program for FY 2018 – FY 2022 (Street Maintenance, Alley Maintenance, Drainage Maintenance, Sidewalks, Traffic Signals, Pavement Markings, and Advanced Transportation District Improvements), its base funding level for FY 2018, and its associated policies, are hereby approved as part of the FY 2018 Budget as set forth in Attachment 70.

SECTION 22. Budget Document Filing.
The City Manager shall cause the FY 2018 Budget and a copy of this Ordinance to be filed with the City Clerk and the County Clerk of Bexar County, as required by the City Charter and the Texas Local Government Code.

SECTION 23. Conflict Provisions.
Any discrepancy between this Ordinance and Attachment 1 through Attachment 70 shall be resolved in favor of this Ordinance. Any conflict between this Ordinance and any prior ordinances shall be resolved in favor of this Ordinance.

SECTION 24. Ethics Disclosure.
Section 2-59 of the City Code of San Antonio, Texas (Ethics Code) requires all individuals and business entities seeking a discretionary contract from the City to disclose certain information in connection with the proposal.

For those agencies in Section 7 that receive funding through a discretionary contract which have not complied with the disclosure requirements set out in Section 2-59 of the Ethics Code, funds will be appropriated through this Ordinance but not considered for expenditure until such time as the agency has fully complied with the disclosure requirements. In the event of such noncompliance, authority to execute the respective contract shall be granted through subsequent ordinance.

SECTION 25. Severability.
If any provision, clause or Section of this Ordinance is held invalid, illegal or unenforceable under present or future federal, state or local Constitution or 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 City Council that such invalidity, illegality or unenforceability shall not affect any other provision, clause or Section hereof and that the remainder of this Ordinance shall be construed as if such invalid, illegal or unenforceable provision, clause or Section was never contained herein.

SECTION 26. Headings.
The heading of any Section of this Ordinance does not limit or expand the meaning of that Section.

SECTION 27. Effective Date.
Except as otherwise provided above, this Ordinance shall take effect on October 1, 2017.

PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2017.

M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

APPROVED AS TO FUND:

Sheryl Sculley, City Manager

San Antonio
Fiscal Year 2017-2018
Budget Cover Page
September 14, 2017

This budget will raise more total property taxes than last year's budget by an amount of $39,699,834 which is an 7.77 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $15,851,428.

Of the $39,699,834 in added property tax revenue, $24,659,594 will be used in the City's General Fund for essential City services such as Police, Fire, Streets, Parks & Recreation and Code Enforcement. The remaining $15,040,240 will be used for debt service payments on debt issued for capital projects.

The City's FY 2018 Adopted Budget does not include a City property tax rate increase.

The members of the San Antonio City Council voted on the Ordinance adopting the City of San Antonio FY 2018 Budget as shown on the *"Agenda Voting Results"* sheets attached to this Budget Cover Page as Attachment I, which is made a part hereof for all purposes.

Property Tax Rate Comparison

	2017-2018	**2016-2017**
Property Tax Rate:	$0.55827/100	$0.55827/100
Effective Tax Rate:	$0.53393/100	$0.52428/100
Effective Maintenance & Operations Tax Rate:	$0.33166/100	$0.32568/100
Rollback Tax Rate:	$0.56969/100	$0.56323/100
Debt Rate:	$0.21150/100	$0.21150/100

Total debt obligation for San Antonio secured by property taxes: $1,710,550,000. In FY 2018, the City will spend the sum of $232,079,322 on principal and interest payments on this indebtedness.

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:08:05 AM
Vote Type:	Other: Keep Amendmts from 9-12-17
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Failed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor			x			
Roberto C. Treviño	District 1			x			
William Cruz Shaw	District 2			x			
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4			x			
Shirley Gonzales	District 5			x			
Greg Brockhouse	District 6		x			x	
Ana E. Sandoval	District 7			x			
Manny Pelaez	District 8		x				
John Courage	District 9			x			
Clayton H. Perry	District 10		x				x

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:08:57 AM
Vote Type:	Other: Liftfund
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2				x		
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:09:39 AM
Vote Type:	Other: Civ Comp-VSA
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3				x		
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:11:03 AM
Vote Type:	Other: Cis, Saep, Humane Soc.
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4				x		
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:11:45 AM
Vote Type:	Other: HEB
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor				x		
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4				x		
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:12:40 AM
Vote Type:	Other: Mayor 7 Recusals
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor				x		
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:13:19 AM
Vote Type:	Other: Fam Violence Prev Svcs
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8				x		
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

Agenda Item:	**4A**
Date:	09/14/2017
Time:	11:14:12 AM
Vote Type:	Motion to Approve
Description:	An Ordinance adopting the Annual Consolidated Operating and Capital Budgets for the City of San Antonio Fiscal Year 2018 that begins October 1; approving projects included in the FY 2018 to FY 2022 Five-Year Infrastructure Management Plan; approving the FY 2018 to FY 2023 Six-Year Capital Improvements Program for the City of San Antonio; approving certain contracts; providing for a one-time annuity increase for retirees and their beneficiaries and a revision to the City's contribution rate in connection with the Texas Municipal Retirement System; authorizing personnel complements; appropriating funds; and amending related ordinances.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

ITEM #4A
9-14-17

CITY OF SAN ANTONIO
CITY MANAGER'S OFFICE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

COPY: Executive Leadership Team

DATE: September 13, 2017

SUBJECT: **CITY COUNCIL REQUESTS FOR AMENDMENTS TO THE PROPOSED FY 2018 OPERATING AND CAPITAL BUDGET**

With this memorandum, I am providing to the Mayor and City Council the final list of City Council requests for potential amendments to the Proposed Fiscal Year 2018 Operating and Capital Budget. These requests were reviewed with the City Council at the September 13 budget worksession.

The attached updated potential amendments list reflects input from the Mayor and City Council provided during budget work sessions, and from residents' comments at the community budget open houses. With these recommendations the FY 2018 Proposed Budget remains balanced.

Based on policy discussion at today's budget workssesion, the majority of councilmembers support Councilman Courage proposal of reallocating the capital funds from the Council District 6 Property Acquisition to the downtown sidewalks project. With this change, $750,000 is available in the general fund to cover a) $250,000 Liftfund Loan Buy Down Program, b) 135,000 for non-service alley improvements for a total of $210,000 c) $45,000 for the San Antonio Alamo Regional Alliance for Homeless for a total of $75,000, and d) $320,000 for two Park Police Officers ($160,000 for FY 2018 and $160,000 for FY 2019). The attached list of amendments reflects these changes.

Tomorrow, the City Council will be asked to adopt the FY 2018 Budget. There will be six separate actions that City Council will be asked to approve: 1) the Proposed FY 2018 Operating and Capital Budget with amendments, 2) ratification of the FY 2018 Adopted Budget, 3) the City Property Tax Operations & Maintenance Rate, 4) the City Property Tax Debt Service Rate, 5) Revenue Adjustments, and 6) the FY 2017 Closing Ordinance.

ATTACHMENT

Amendments to the FY 2018 Proposed Budget

As of September 13, 2017

General Fund Budget

Item No	Revenue Adjustments since Budget Proposal	Total
1	CPS Revenues above the FY 2017 Estimate	$ 2,600,000
2	Sales Tax Revenues received below the FY 2017 Estimate	(763,075)
3	Other General Fund Revenues (Liquor by the drink tax, Garage Sale Permits, Street Closures Fees)	410,000
4	General Fund Expenditure Savings (Release Lone Star Rail carryforward of $449,500; Release $820,000 of Unused General Fund Contingency)	1,278,000
	Total	**$ 3,524,925**

Item No	Expenditure Requests Recommended based on funding availability	FY 2018 Amount	FY 2018 & FY 2019 Budget Impact
1	Increase Mayor and Council Contract Support Staff Budget by $50,000 from $353,031 to $403,031.	$ 550,000	$ 1,100,000
2	One-time Increase for Project Quest in FY 2018. Base budget includes $2 million for Quest, and $200K for Cloud Academy	300,000	300,000
3	Increases funding for MLK March from $100K to $200K. Funding will be used to host a Tricentennial event(s) to celebrate the 50th anniversary of the March, produce and install art banners along the march route, to paint blighted homes along the march route, and secure a well-known civil rights Keynote Speaker.	100,000	100,000
4	Residential Roof Program for CD2. Augments $100K allocated through the SA Housing Trust.	400,000	400,000
5	Residential Roof Program for CD4. Augments $100K allocated through the SA Housing Trust.	100,000	100,000
6	Fund for Family Service Association to fund a two-year child abuse prevention pilot project in CD5. The project would train and employ certified Community Health Workers (Promotoras) to provide child abuse prevention services to pregnant and new parenting mothers.	130,000	260,000
7	Pilot Land Title Remediation Project for low income urban core property owners in CD5.	42,885	42,885
8	CD5 Community Rehab and Infill Housing Strategies Workshops	25,000	25,000
9	Increase pilot program to improve non-service alleys. Base Budget includes $250K.	210,000	210,000
10	Pilot Program to Constituent Software for City Council Offices	50,000	50,000
11	Add $250,000 to the Liftfund Loan Buy Down Program. Would provide reduced interest loans at 0% to 5% for qualifying small, minority or women owned business entrepreneurs in targeted areas.	250,000	250,000
12	Increase operating funding to support the San Antonio Alamo Regional Alliance for Homeless (SARAH) to $125K. Base budget includes $50K.	75,000	75,000
13	Provide a one-time lump sump payment of $350 for 1,371 civilian step 10 employees. Total cost $572K; General Fund $292,040.	292,040	292,040
14	Two additional Park Police Officers and Equipment	160,000	320,000
	Total	**$ 2,684,925**	**$ 3,524,925**

Amendments to the FY 2018 Proposed Budget

As of September 13, 2017

Restricted Funds

Item No	Expenditure Requests	FY 2018 Amount	FY 2018 & FY 2019 Budget Impact
1	***All Restricted Funds*** Provide a one-time lump sump payment of $350 1,371 to civilian step 10 employees. Total cost $572,000; Restricted Funds $279,960. This is to be funded from Restricted Funds Fund Balance.	279,960	279,960
	Total	**$ 3,741,925**	**$ 4,741,925**

Capital Budget

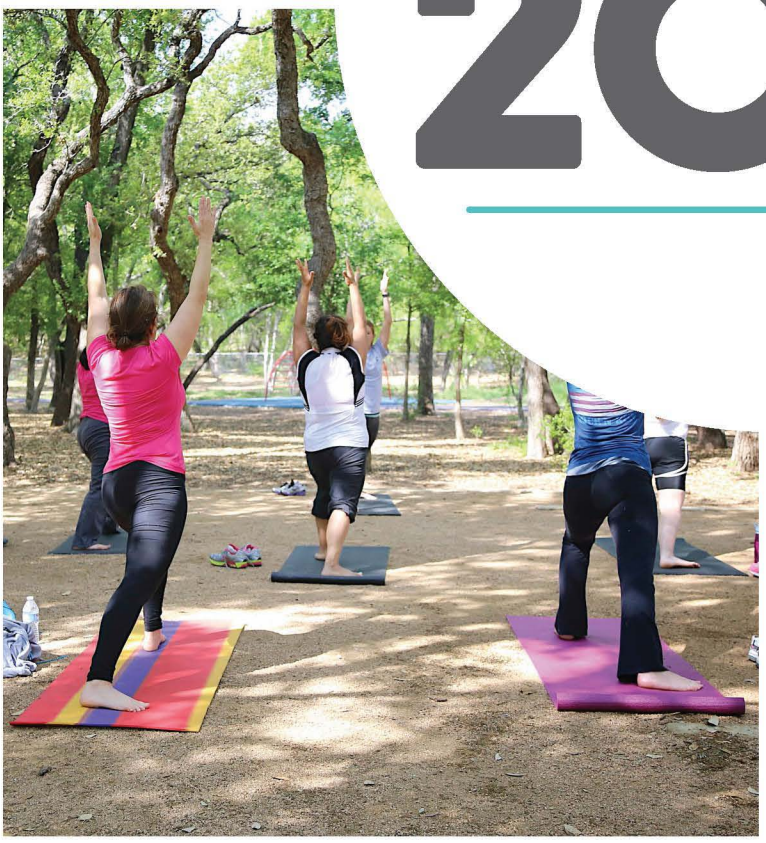
Item No	Expenditure Requests funded with 2007 and 2012 Drainage Bond Balances	FY 2018 Amount
1	Drainage Project McDougal Avenue from S. Gevers to Goliad. Project will augment the 2017 Goliad Road Project in CD3.	$ 450,000
2	Drainage Project E. Highland Blvd. from S. New Braunfels to St. Anthony Avenue in CD3.	785,000
3	Drainage Improvements in CD5	1,365,000
4	Drainage Improvements in CD7	2,000,000
		$ 4,600,000

Item No	Expenditure Requests funded with Capital Budget Contingency - Certificates of Obligation	FY 2018 Amount
1	Replace glass sidewalks with concrete in the downtown area.	$ 1,270,000
2	Frontage Road Access Improvement at Lackland in CD4.	450,000
3	Support construction of CentroMed Indian Creek Health & Wellness Campus in SW San Antonio in CD4. Total project cost is $11.3M	750,000
4	Traffic Intersection Improvement: Randolph and Weidner in CD10. Project scope will change if right of way acquisition is needed.	500,000
	Total	**$ 2,970,000**





FISCAL YEAR 2018





PROPOSED OPERATING & CAPITAL BUDGET

CITY OF SAN ANTONIO



As required by section 102.005 (b) of the Texas Local Government Code, the City of San Antonio is providing the following Statement on this cover page of its FY 2018 Proposed Budget:

> This budget will raise more total property taxes than last year's budget by $39,699,834 or 7.77%, and of that amount, $15,851,428 is tax revenue to be raised from new property added to the tax roll this year.
>
> Of the $39,699,834 in added property tax revenue, $24,659,594 is proposed to be used in the City's General Fund to support essential City services such as Police, Fire, Streets, Parks & Recreation and Code Enforcement. The remaining $15,040,240 is proposed to be used for debt service payments on debt issued for capital projects.

The amounts above are based on the City's proposed tax rate of 55.827 cents per $100 of assessed valuation. The City's FY 2018 Proposed Budget does not include a City property tax rate increase.

CITY OF SAN ANTONIO
PROPOSED ANNUAL OPERATING AND CAPITAL BUDGET

FISCAL YEAR 2018

CITY MANAGER
SHERYL SCULLEY

PREPARED BY:
OFFICE OF MANAGEMENT AND BUDGET

JUSTINA TATE, DIRECTOR
ZACHERY KUENTZ, ASSISTANT DIRECTOR
MONICA RAMOS, ASSISTANT DIRECTOR

Nathan Bassett
Jonathan Bates
Kate Bedding
Daisy Castillo
Josh Chronley
Guadalupe Curiel
Justin Du
Craig Dudek
Marley Frazier
Phil Laney
Michael Maldonado
Angela Miller
Simon Nicholson
Amanda Ortega
Kevin Orton
Eryanne McKenna
Audrey Rivera
Scott Swindler
Edward Tapia


GOVERNMENT FINANCE OFFICERS ASSOCIATION
Distinguished
Budget Presentation
Award
PRESENTED TO
City of San Antonio
Texas
For the Fiscal Year Beginning
October 1, 2016
Executive Director

City of San Antonio Mayor and City Council
Fiscal Year 2018



Ron Nirenberg
Mayor



Manuel "Manny" Pelaez
District 8



John Courage
District 9



Ana Sandoval
District 7



Clayton Perry
District 10



Greg Brockhouse
District 6



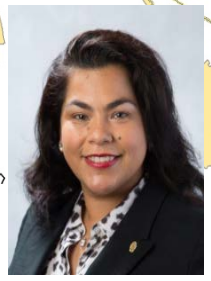
Roberto C. Treviño
District 1



Shirley Gonzales
District 5



Rey Saldaña
District 4



Rebecca Viagran
District 3



William "Cruz" Shaw
District 2

CITY OF SAN ANTONIO

MAYOR AND COUNCIL

RON NIRENBERG
Mayor

ROBERTO TREVIÑO
District 1

WILLIAM "CRUZ" SHAW
District 2

REBECCA J. VIAGRAN
District 3

REY SALDAÑA
District 4

SHIRLEY GONZALES
District 5

GREG BROCKHOUSE
District 6

ANA SANDOVAL
District 7

MANUEL "MANNY" PELAEZ
District 8

JOHN COURAGE
District 9

CLAYTON PERRY
District 10

OFFICE OF THE CITY MANAGER

SHERYL L. SCULLEY
City Manager

ERIK J. WALSH
Deputy City Manager

PETER ZANONI
Deputy City Manager

CARLOS J. CONTRERAS III
Assistant City Manager

LORI HOUSTON
Assistant City Manager

MARÍA VILLAGÓMEZ, CPA
Assistant City Manager

RODERICK SANCHEZ
Assistant City Manager

BEN GORZELL, CPA
Chief Financial Officer

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Transmittal Letter

CITY OF SAN ANTONIO

August 10, 2017

To the Honorable Mayor and City Council:

I am pleased to submit for your consideration the Proposed Budget for Fiscal Year 2018. The budget is balanced as required by law and reflects the City Council policy direction of budgeting through an equity lens.

Equity and equality are two strategies that can be used in budgeting. Equity aims to understand the needs of the community and fairly distribute resources. Equality involves ensuring all parts of the community get similar amounts of resources regardless of need. In the context of the this proposed budget, decisions made through an equity lens matter because it determines how the City will allocate resources and set priorities to meet the social and economic needs of San Antonio residents. This Budget proposes an equity approach.

The FY 2018 Proposed Budget includes investments in streets, public safety, and neighborhood services that have the potential to make a significant difference in the quality of life of our community while maintaining a strong financial position.

The Proposed FY 2018 Consolidated Annual Budget, comprised of all funds excluding transfers, totals $2.7 billion and a 5% increase over FY 2017. The General Fund budget is $1.2 billion; restricted funds, including Airport, Development Services, Solid Waste and Hotel Occupancy Tax, total $858 million; and the Capital Budget totals $639 million.

Addressing City Council and Community Priorities

Street Maintenance The 6,000 survey results gathered from the community in April and May, consistently ranked infrastructure as a top priority. In response, a significant increase of over $30 million is recommended for a total of $99 million investment in streets in FY 2018. Street improvements are proposed across the City with an emphasis on City Council Districts 1, 2, 3, 5, and 10 where the average street condition is below 70 (on a scale of 100). The goal of this program is to bring the average street condition of these areas of the City to 70 over two years. A street striping program of $5.8 million is proposed to maintain markings every 3 to 5 years.

Sidewalks, Pedestrian Safety The proposed budget includes $5 million in sidewalks that augment $78 million approved in the 2017 Bond Program, and $2 million for Vision Zero and pedestrian safety.

Public Safety 40 new police officers are recommended in the budget proposal. 25 officers are added in conjunction with a Community Oriented Policing Services (COPS) Hiring Grant application provided through the U.S. Department of Justice, 8 SAFFE officers are added for areas in greatest need, 3 new police officers for the proposed annexation areas, 2 parks police for the linear creekways, and 2 airport police for the San Antonio International Airport.

The proposed budget includes a total of 43 new fighter fighters and EMS personnel. Of the total fire personnel added, 15 firefighters will be assigned to a ladder truck, 12 paramedics are added to an EMS unit, 15 firefighters are recommended for a new engine company for the annexation, and one firefighter for the international airport fire station.

Neighborhoods Using existing personnel a new Neighborhood and Housing Services Department was created in February 2017 with existing positions. The proposed budget adds 4 positions to facilitate outreach and engagement with neighborhoods. Focusing on addressing community needs through an equity lens, the budget recommends one additional animal care services officer for Council District1, which is one of the areas of the City with a high number of strays. Dedicated officers were added to Council District 2, 3, 4 and 5 in prior fiscal years as these areas have the highest concentration of strays. The budget includes $400,000 for the Let's Paint Program in Council Districts 4 and 5, $500,000 for Under One Roof residential roof repair program in Council District 1 and $400,000 for Northeast Corridor facade improvements in Council District 10.

The Proposed Budget adds $1.1 million for year 2 of a 5 year plan to implement SA Tomorrow to include 4 regional centers and 2 community plans.

Parks The Proposed Budget adds operating funds and staff for the newly completed capital projects approved by the voters as part of the 2012 General Bond Program and the City's Linear Greenway Program. Funded with the City's Tree Fund, over 12,000 trees are projected to be planted in FY 2018. Included in this number is a new program to assist residents in four low-income neighborhoods where tree canopy is needed (Wheatley Heights, Las Palmas, South San/Kindred and Harlandale).

Library The Proposed Budget adds $1.1 million for maintenance at several branch libraries and adds $450,000 for books and digital resources. Funds of $360,000 are allocated for furniture replacement at several branch libraries.

Restricted Funds

The Solid Waste Fund provides for the operation and management of garbage, recycling, and organics pickup, brush collection and other related services. This year's Proposed Budget continues the City's progress towards attaining the residential 60% recycling rate goal by FY 2025 by implementing the next stage of Variable Rate Pricing, also known as "Pay as You Throw", as a means to incentivize additional recycling and move to a smaller garbage cart. The total monthly rate increases to $2.50 for large cart; $1.00 for medium cart and a decrease of $0.50 for small cart effective October 1, 2017.

The Storm Water Operating Fund supports drainage and creekway maintenance, flood tunnel operations, river maintenance, street cleaning, engineering, and flood plain management. Consistent with the five-year rate increase approved by City Council in 2015, the Proposed Budget recommends a Storm Water Utility Fee increase. Revenues generated from the fee will be used to provide service enhancements to storm drain tunnel maintenance and new capital projects.

Airport Operating Fund supports the operations and maintenance of the San Antonio International Airport and the Stinson Municipal Airport facilities. There are no fee increases included in the proposed budget. A total of 13 positions are recommended for maintenance of the airport and security.

Development Services Fund supports the activities associated with the regulation of land development. There are no fee increases included in the proposed budget. A total of 2 positions are recommended to address development activity.

Employee Compensation

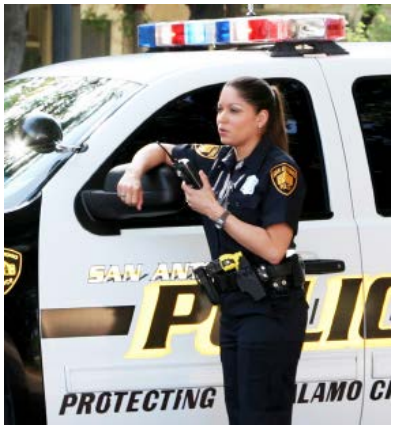
The Proposed Budget focuses on continuing to attract and retain a highly skilled workforce. Starting January 2018, the entry wage for all civilian full-time and part-time city employees will increase to $14.25 per hour. The Budget also includes a cost of living adjustment for civilian employees, continues the civilian Step Pay Plan and allocates funds for Performance Pay for professionals, supervisors and managers. On average a step pay plan employees will receive a 4.3% pay increase; and professional and managers on average will receive 3.5%. Police uniform employees will receive a 3% wage increase consistent with their collective bargaining agreement in addition to any step and longevity increases. Fire uniform employees will receive step and longevity increases consistent with the evergreen clause of their expired collective bargaining agreement.

Conclusion

The FY 2018 budget proposal was carefully prepared to balance the City Council and community priorities with a sustainable and sound financial plan using an equity lens. This proposed budget reflects the City organization's core values of Teamwork, Integrity, Innovation, and Professionalism. I appreciate the valuable policy guidance provided by the City Council and community input received during the budget development process.

Respectfully submitted,

Sheryl Sculley
City Manager









BUDGET SUMMARY

Budget Development Process

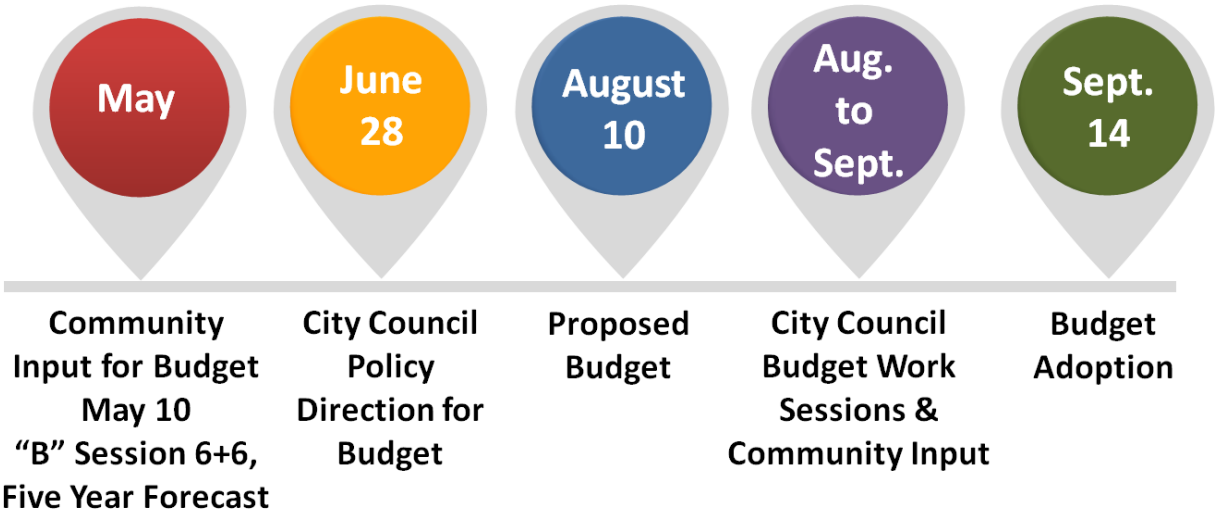
Overview

The FY 2018 Proposed Budget is balanced and reflects the City's continued commitment to providing public services and programs that enhance the quality of life for the residents of San Antonio. Guided by City Council direction and community input received in June 2017, the FY 2018 Proposed Budget maintains the existing City property tax rate while enhancing programs and services.

The FY 2018 Proposed Budget Summary highlights the City's financial, human, and capital resource allocations required to achieve policy and service delivery goals.

Budget Development Strategy

The process of developing the FY 2018 Proposed Budget is a comprehensive effort that involves input from residents, the Mayor and City Council, outside governmental agencies, private organizations, all City departments and offices, and City employees. There are several major components to the process, including gathering input from the community on priorities, the annual policy and goal-setting session with the Mayor and City Council, a draft proposed budget, additional opportunities for community and employee input, City Council budget work sessions, and budget adoption. In addition, this year the FY 2018 Proposed Budget was developed through an "equity lens" aiming to understand the needs of the community and fairly distribute resources.



City Council Policy Direction

After the Five-Year Financial Forecast was presented, a budget goal-setting session was held on June 28, 2017 with the Mayor and City Council. The purpose of the goal-setting session was for Mayor and City Council to discuss budget priorities and provide policy direction to staff for the development of the FY 2018 Proposed Budget. At this session, the City Council discussed budget and financial policies, infrastructure and transportation, public safety needs, neighborhood and housing services, SA Tomorrow, and civilian employee entry wages.

The Mayor and City Council also established a list of priorities to guide the development of the FY 2018 Proposed Budget. The next table provides a summary of the City Council priorities as established on June 28, 2017.

City Council Policy Direction for Development of FY 2018 Budget June 28, 2017	
Topic Area	Priority/Policy Direction
Public Safety	Add additional police officers
	Enhance police-community engagement
	Invest in fire resources
Streets & Sidewalks	Focus on street maintenance in areas of need with average Pavement Condition Index of less than 70%
	Provide enhanced alleyway maintenance
	Increase traffic calming devices in neighborhoods
Transit and Traffic Control Technologies	Provide dedicated financial support to VIA
	Focus on public transit opportunities
	Maximize current roadway potential through technology
Neighborhoods	Increase funding for home repair and assistance programs
	Continue to provide strong code enforcement
	Enhance neighborhood outreach and engagement

Budgeting through an "Equity Lens"

As part of the FY 2018 Budget Development process, the Mayor and City Council requested that an "equity lens" be applied to the top funding priorities including public safety, transportation, streets and sidewalks, and general neighborhood improvements.

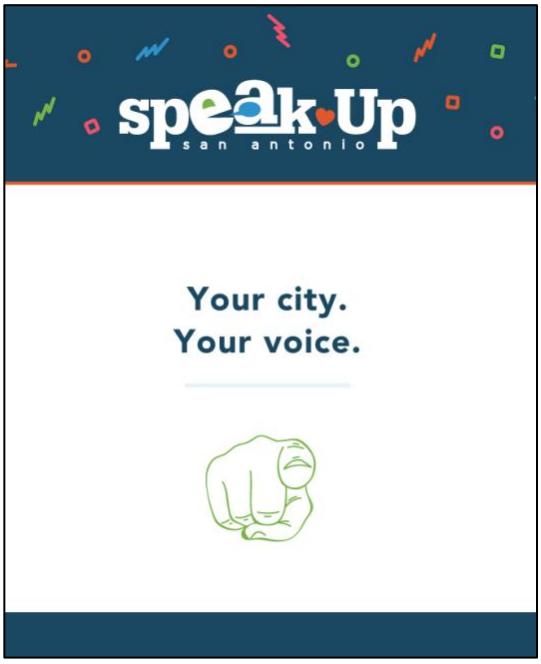
Budgeting through an equity lens means that instead of each geographical area getting its close-to-equal share, this year's budget emphasizes need-based funding in some of the city's most underserved areas. For example, the FY 2018 Proposed Budget would include $99 million in street maintenance funding for Council Districts 1,2,3,5, and 10 to improve the average street condition index to 70.

Budgeting through an equity lens will allow the City of San Antonio to address historical disparities in funding and allocates taxpayer dollars towards areas of greatest need.

Community Input

SASpeakUp Campaign: The City of San Antonio conducted the third year of its public outreach campaign, SASpeakUp, to gather community input on budget priorities in advance of the City Council budget goal setting session. The 2017 SASpeakUp campaign once again increased participation through a multi-faceted marketing effort. More than 6,000 responses were received, compared to 5,100 in 2016 and 1,900 in 2015.

Residents had the opportunity to provide feedback through a wide variety of channels, with an emphasis on reaching residents *where they are*, whether online, at community-wide events or at city facilities in their neighborhoods.



The campaign utilized a combination of grassroot style outreach methods. These included: attending 8 community-wide events from April through June of 2017; an aggressive digital marketing campaign; collaboration with stakeholder groups; survey promotion at City-owned facilities, including: all library locations (30), senior centers (10), community centers (26), Nextdoor.com, and using traditional public relations channels. Commemorative Fiesta medals were used to incentivize residents to participate in the survey. All materials were available in English and Spanish.



Website & Social Media Residents were also invited to join the conversation at their convenience using a personal computer or smartphone through SA SpeakUp's website and social media outlets. The campaign had a total reach of 224,566 and total engagement of 13,680.

speak·Up san antonio

Total Reach/Impressions 224,566

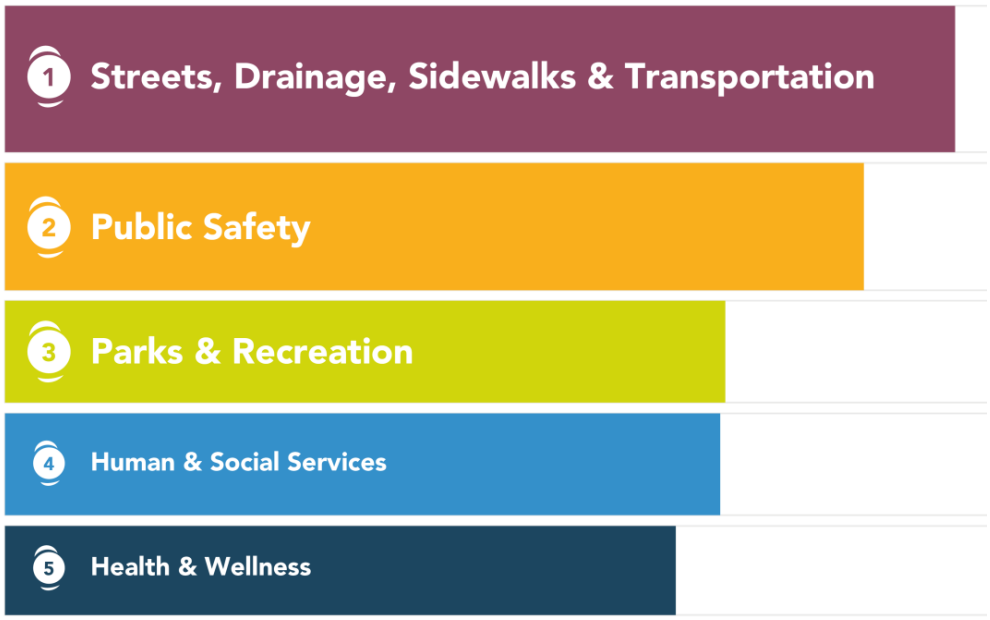
Total Engagement 13,680



6.7%
Engagement
(1.4% Industry Average)

SASpeakUp Community Feedback

The SASpeakUp budget survey asked residents to rank the importance of the following service areas for the coming fiscal year: Streets, Public Safety, Parks & Recreation, Human & Social Services, and Health & Wellness. The community priorities are reflected in the graphic on the next page.



Budget Input Box The Budget Input Box provides residents and employees with the opportunity to offer their suggestions on how the City could increase efficiency and improve service delivery. Budget Input Boxes are distributed to various locations throughout the City, including public libraries, the lobbies of City offices, local Chambers of Commerce, and other venues. A link is also available on the City's website for employees and residents to submit their suggestions electronically. Through July 1, 2017, over 591 responses were received from employees and residents.

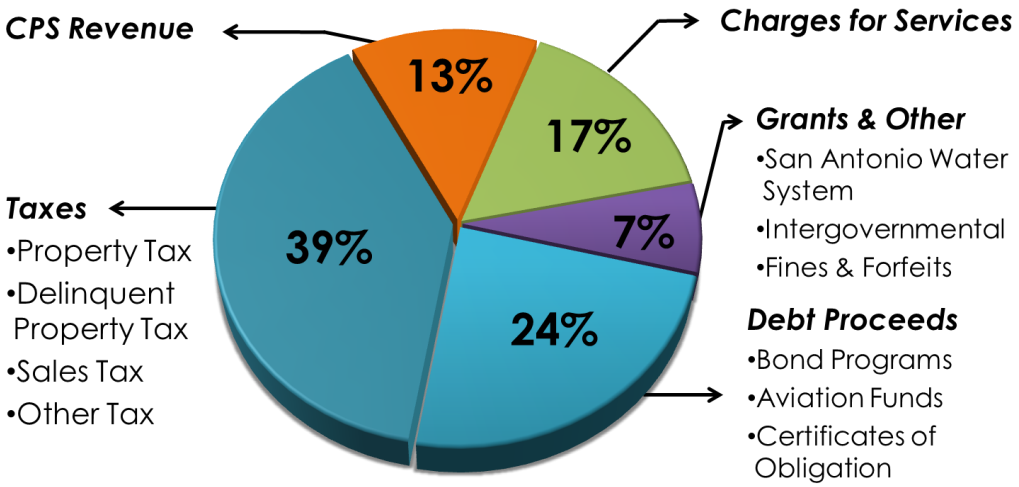
Budget Overview

FY 2018 Proposed Total City Budget (All Funds)

The FY 2018 Proposed Consolidated Annual Budget, comprised of all funds excluding transfers, totals $2.7 billion, and is 5% more than the FY 2017 Adopted Budget. The General Fund budget is $1.19 billion; Restricted Funds, including Aviation, Development Services, and Solid Waste, total $858 million; and the FY 2018 Capital Budget is $639 million.

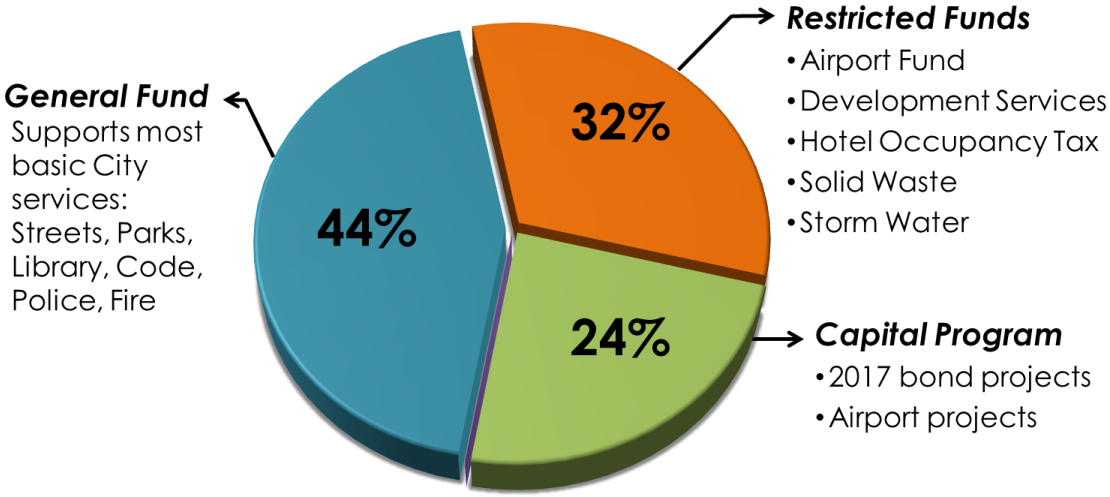
Revenues: $2,690,174,014

(Where the Money Comes From)



Service Delivery Expenditures: $2,690,174,014

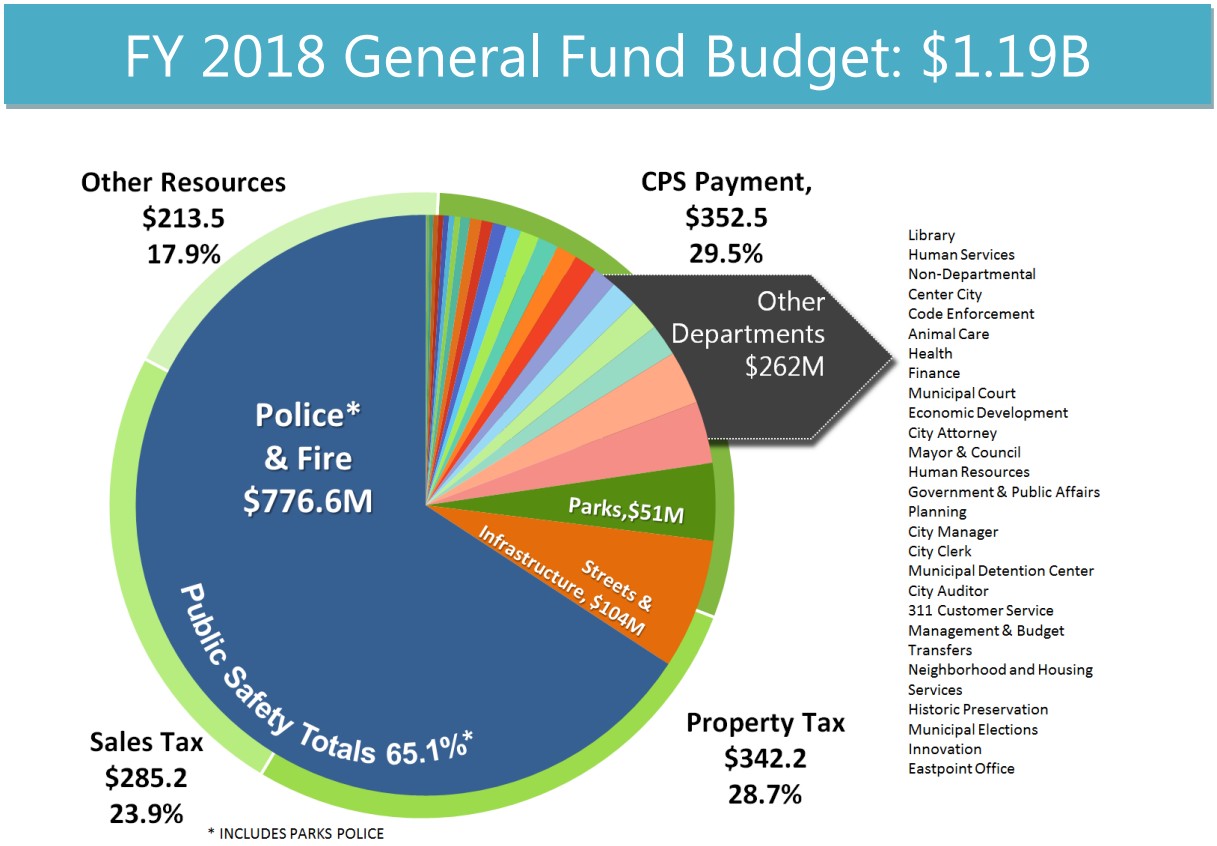
(Where the Money Goes)



FY 2018 Proposed General Fund Budget

The General Fund supports the majority of basic City services such as Police, Fire/EMS, Streets, and Parks. Public Safety expenditures alone represent less than 66% of the General Fund. Other important City services funded by the General Fund include streets, parks, libraries, human services, health, animal care, and code enforcement. General Fund services are primarily supported by property tax, sales tax, and CPS Energy payments.

The following graphic demonstrates the City's balanced budget approach between anticipated revenues and proposed budgeted expenditures during FY 2018. The outer ring accounts for all available resources in the FY 2018 Proposed Budget while the inner ring accounts for City services.



Financial Stewardship

The establishment and maintenance of appropriate reserves within the General Fund is critical to prudent financial management. Currently, the City holds a "AAA" general obligation bond rating by the three major bond rating agencies – Standard & Poor's, Fitch, and Moody's. The "AAA" bond rating is the highest credit rating an organization can receive and it allows the City to pay the lowest possible interest rates in the market. San Antonio is the only city with a population of more than one million to have a "AAA" bond rating from any of the three major rating agencies. This rating was recently reaffirmed in July 2017.

The FY 2018 Proposed Budget reflects the financial policies approved by City Council:

- Maintain a minimum General Fund Ending balance of 15%
- Maintain Public Safety below 66% of the General Fund
- Manage structural balance in the General Fund
- Maintain a $1 Million contingency in the General Fund and $3 Million in the Capital Budget
- Address Internal Services deficits within 3 to 5 years

Two-Year Budget Plan

With the adoption of the FY 2007 Budget, the City implemented the practice of maintaining a two-year balanced budget. When City Council adopted the FY 2007 Budget, they also approved recommendations that provided a balanced budget plan for FY 2008. The City continued this practice through the adoption of the FY 2009 Budget. With the adoption of the FY 2010 Budget, the City modified this practice to include a two-year balanced budget with some flexibility in the second year as a result of the national recession. In FY 2016, the City again continued the practice of presenting a two-year budget plan.

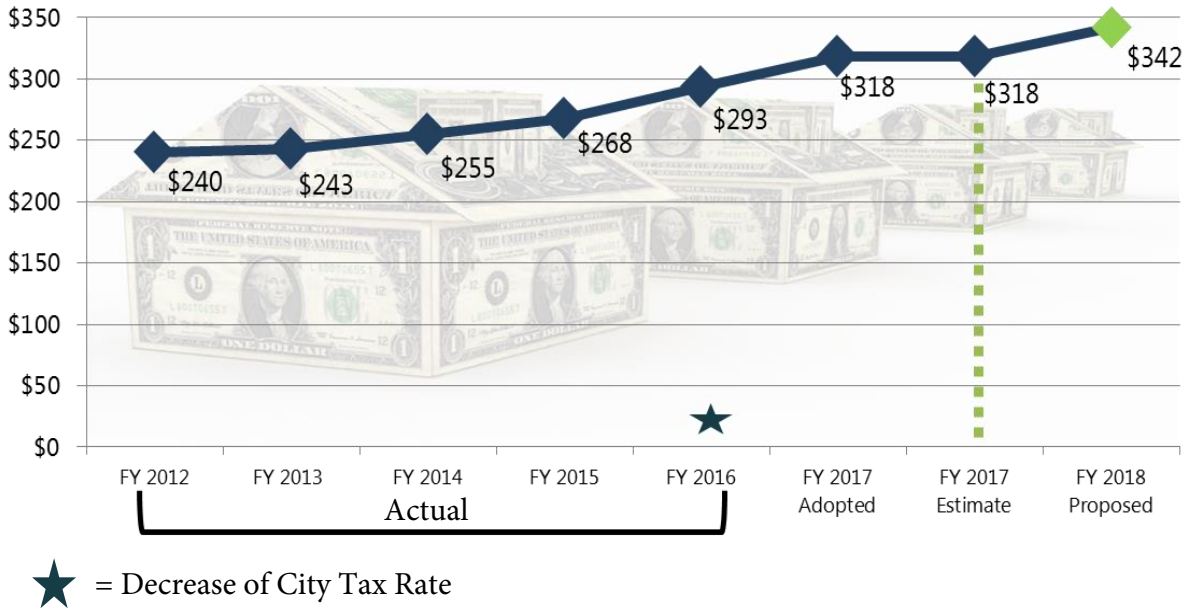
The following table shows the FY 2018 Proposed Budget and the FY 2019 Budget Plan:

Two-Year General Fund Budget Plan -In Thousands-		
Revenues	**FY 2018 Budget**	**FY 2019 Plan**
Beginning Balance (Excluding Budgeted Reserves)	$ 0	$ 0
Use of Reserve for Two-Year Budget Plan	78,920	63,150
Operating Revenue	1,182,260	1,217,516
Total Revenue	**$ 1,261,180**	**$ 1,280,666**
Expenditures		
Service Delivery Costs	1,193,332	1,215,467
Gross Ending Balance	**$ 67,847**	**$ 65,200**
Budgeted Financial Reserves		
Added Budgeted Financial Reserves	4,697	3,526
Reserve for 2-Year Balanced Budget	63,150	60,876
Net Ending Balance	**$ 0**	**$ 798**
Budgeted Financial Reserves	$ 118,226	$ 121,752
% of General Fund Operating Revenues	***10.0%***	***10.0%***
Reserve for 2 Year Balance Budget	63,150	60,876
% of General Fund Operating Revenues	***5.3%***	***5.0%***

Major Revenues and Revenue Adjustments

Property Tax The FY 2018 Proposed Budget maintains the City's property tax rate at 55.827 cents per $100 of valuation. The Proposed Budget includes $342 million in maintenance and operations support for the General Fund from property taxes which is 7.8% higher than the FY 2017 Estimate.

Property Tax Revenues
($ in Millions)



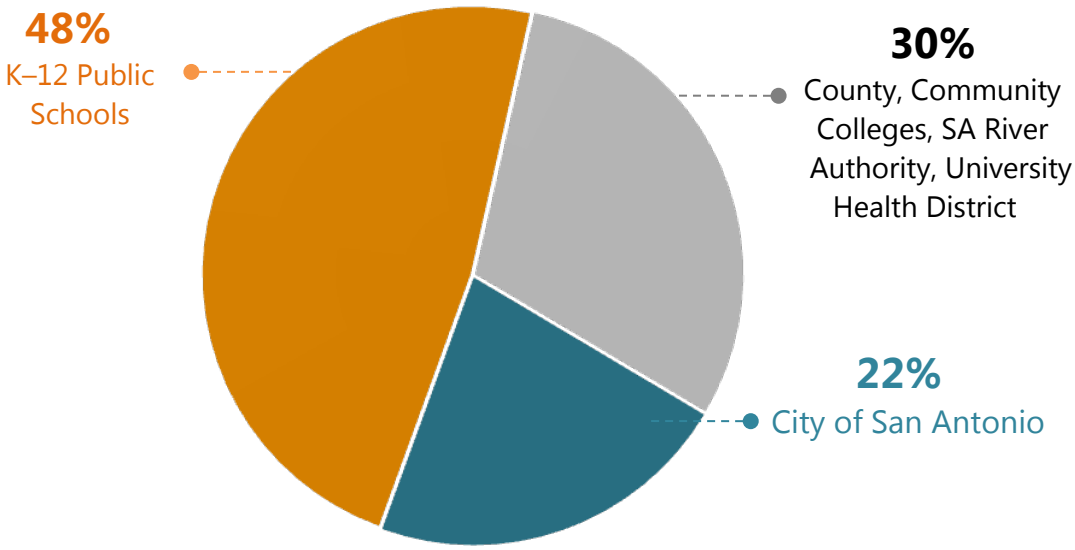
Property values for existing properties increased by 5.5%, while new construction values increased by approximately 2.9%. Budgeted property tax revenue to the City accounts for an increase in net taxable value of 8.4%, as reported by the Bexar Appraisal District. The taxable value, less new improvements, yields the base valuation.

Percent Change in Taxable Property Valuation

Property Value	FY 2017 Budget	FY 2018 Proposed Budget
Existing Value	9.1%	5.5%
New Value	2.0%	2.9%
Taxable Value	11.1%	8.4%

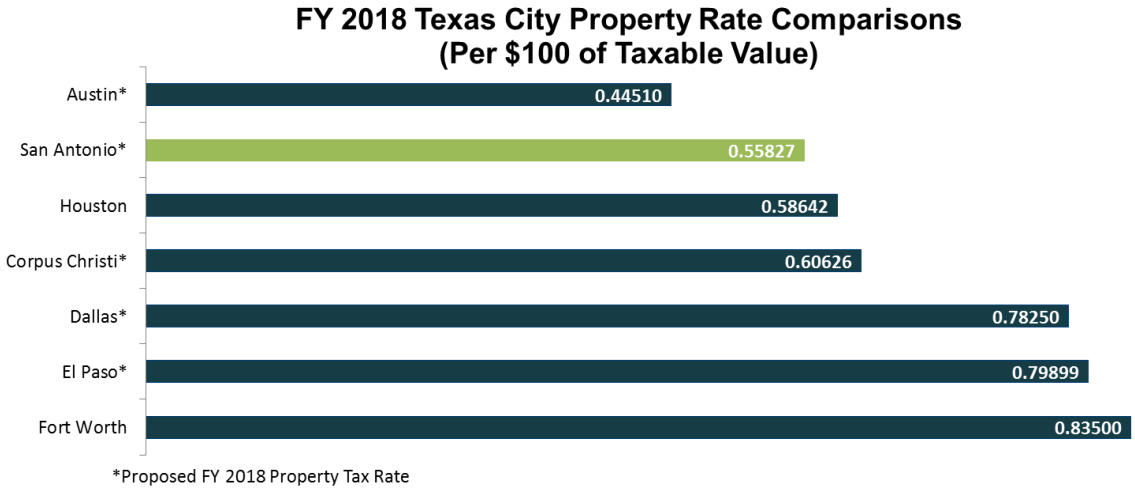
The City receives less than a quarter of the property tax proceeds that homeowners and commercial property owners pay annually. Nearly half of the property tax proceeds are distributed to school districts, while the remaining amount, minus the City's portion, is divided among Bexar County, Alamo Colleges, University Health System, and the San Antonio River Authority.

Property Tax Distribution



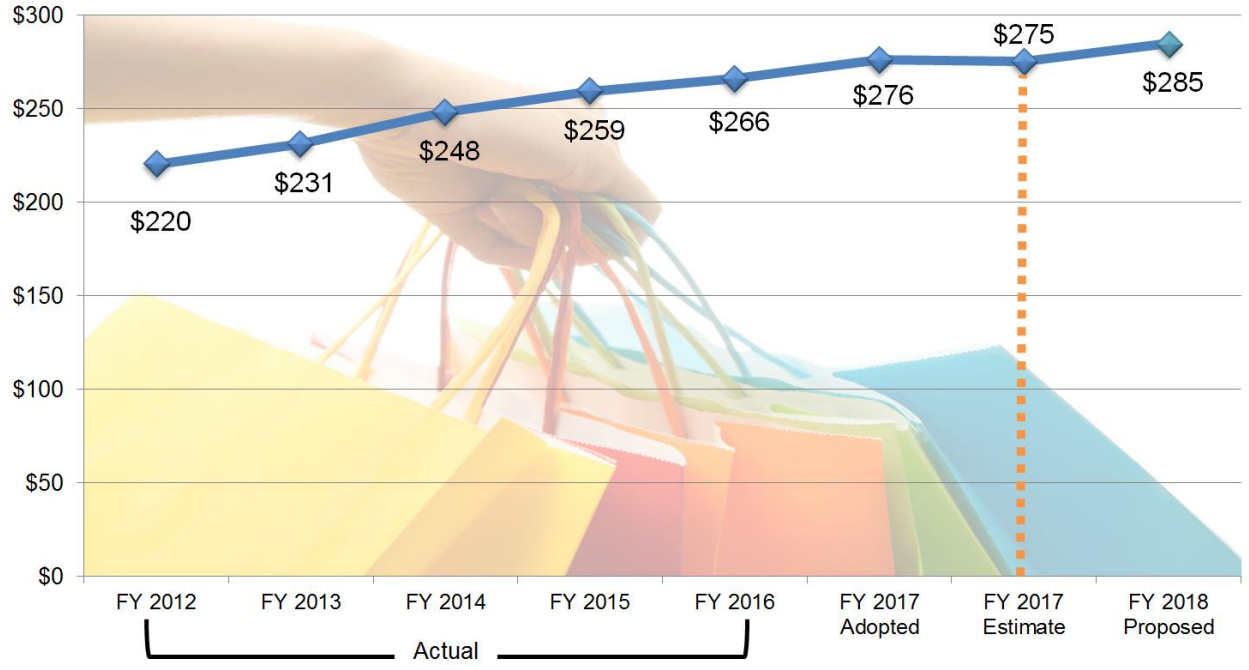
The FY 2018 Proposed Budget reflects the City's continued commitment to provide targeted property tax relief. In FY 2018, the City will forego nearly $47 million in property tax revenue from Senior and Disabled Homestead Exemptions and frozen City tax payments.

FY 2018 Proposed Texas City Property Rate Comparison
(Per $100 of Taxable Value)



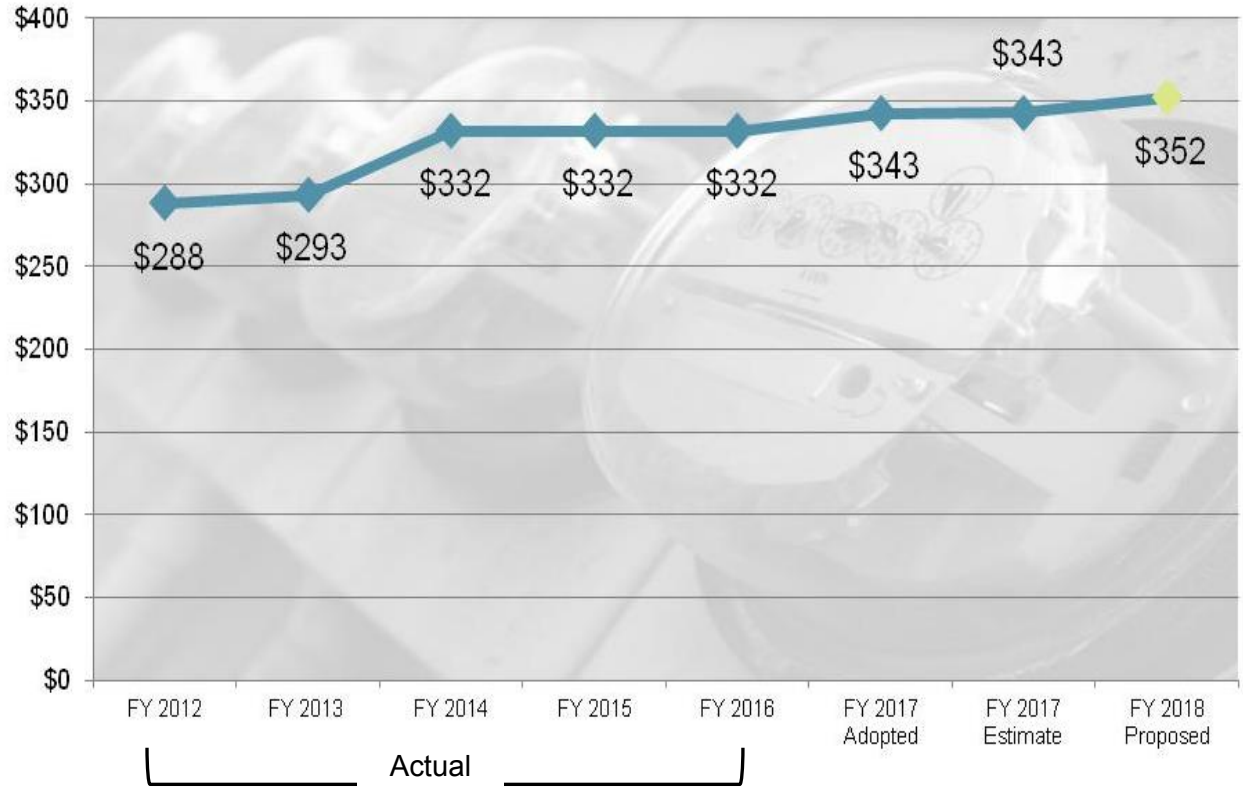
Sales Tax Revenue The FY 2018 Proposed Budget includes sales tax revenue in the amount of $285 million. Sales tax revenue is highly dependent on the condition of the local economy. The FY 2018 Proposed Budget for sales tax revenue is projected to be 3.7% higher than the FY 2017 Estimate.

Sales Tax Revenues
($ in Millions)



CPS Energy Revenue The City of San Antonio is the owner of CPS Energy (CPS). The CPS payment to the City in lieu of taxes represents the largest source of revenue to the General Fund. Fourteen percent of all CPS gas and electric customer gross revenue is paid to the City as a return on investment. The FY 2018 Proposed Budget includes CPS revenues in the amount of $352 million, an increase of 2.8% from the FY 2017 estimate. However, revenues from CPS Energy are one of the most difficult revenues to forecast. Weather, natural gas prices, and other variables can significantly impact CPS revenues and the City's payment can fluctuate significantly from year to year.

CPS Revenues
($ in Millions)



City Personnel Levels

The FY 2018 Proposed Budget includes a total of 12,229 positions in all funds including 415 positions for Pre-K 4 SA. The City maintains a number of temporary positions (1,969) within the Internal Services/Alternative Services Employee Fund that are used on an as-needed basis for the Convention Center, summer park programs, and other functions of the City. The following table compares the total number of authorized positions over a five-year period from FY 2014 to FY 2018. The table denotes those positions that are authorized within the General Fund, other Operating Funds, and Grant Funds.

Five-Year Comparison

All Funds Authorized Positions*

FY	General Fund	Restricted Funds	Grants	Pre-K 4 SA	Total
FY 2013	7,514	3,342	499	18	11,373
FY 2014	7,340	3,418	568	209	11,535
FY 2015	7,333	3,461	567	409	11,770
FY 2016	7,492	3,485	592	463	12,032
FY 2017	7,548	3,458	619	415	12,040
FY 2018	7,684	3,512	618	415	12,229

**FY 2014 through FY 2017 reflects mid-year adopted personnel count or other City Council action*

The FY 2018 Proposed Budget adds 189 new positions to the General and Restricted Funds through improvements and mandates and includes eliminating 7 positions. The following table summarizes the changes to personnel levels included in the proposed budget.

Adjustments to the Personnel Count since FY 2017 Adopted Budget					
	General Fund	Restricted Funds	Grants	Pre-K 4 SA	Authorized Positions
FY 2017 Adopted	7,533	3,548	642	463	12,186
FY 2017 Adjustments	15	(90)	(23)	(48)	(146)
FY 2017 Revised	7,548	3,458	619	415	12,040
FY 2018 Reductions	-5	-2	0	0	-7
FY 2018 Mandates	9	0	0	0	9
FY 2018 Improvements	129	58	0	0	187
FY 2018 Target Adjustments	0	0	0	0	0
Program Changes	133	56	0	0	189
FY 2018 Re-Organizations & Updated Grant Personnel	3	-2	-1	0	0
FY 2018 Proposed	7,684	3,512	618	415	12,229

Note: The FY 2017 Adjustments reflects positions approved by City Council through ordinances subsequent to the adoption of the FY 2017 Budget in September 2016.

Department Reorganizations

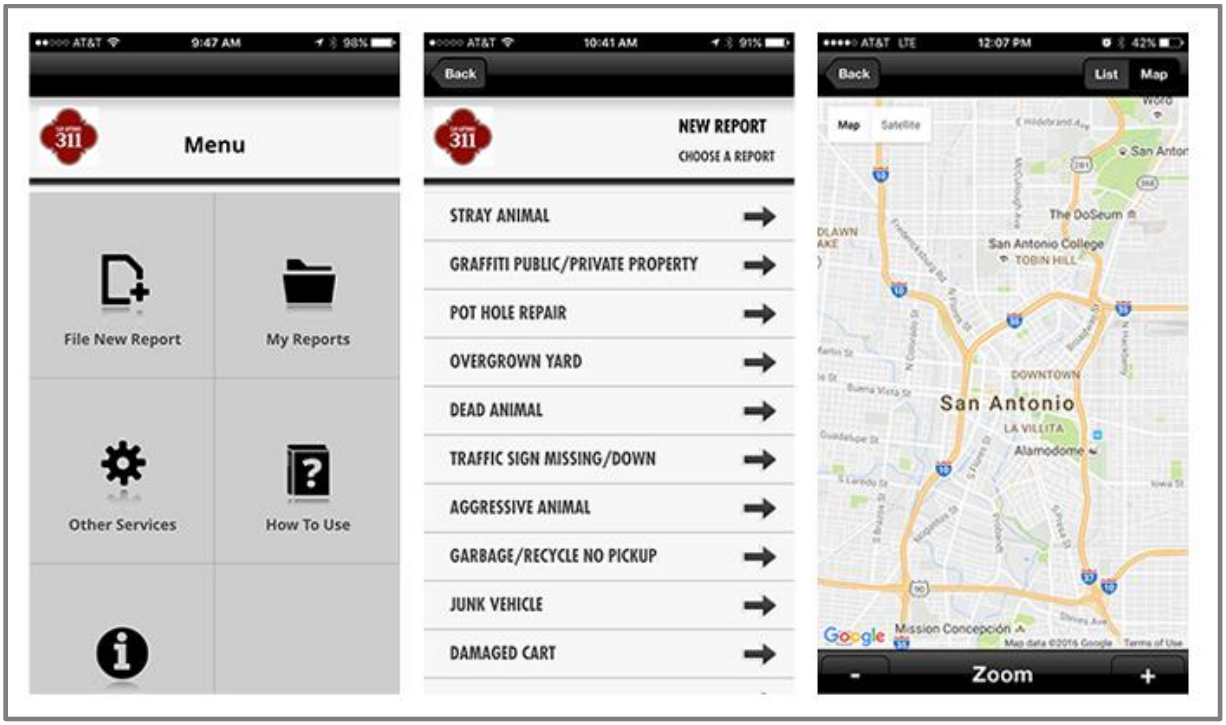
The City continually identifies ways to increase efficiency and effectiveness and to reduce administrative overhead. In this effort, this budget reflects two departmental reorganizations that occurred mid-year in FY 2017.

Neighborhood & Housing Services



The Neighborhood & Housing Services Department was created in February 2017. This Department will focus on the implementation of the Neighborhood Improvements Bond Program and administer the City's housing policies and programs, including CDBG and HOME Grants. Additionally, the Department will serve as liaison to the San Antonio Housing Authority, Housing Trust, Housing Commission and the Local Initiatives Support Corporation. The department was created utilizing 47 existing positions.

311 Customer Service The FY 2018 Proposed Budget includes a reorganization of the City's 311 Call Center. In conjunction with implementing an enhancement to the call system, new customer service objectives will be met including deployment of a digital platform for citizens to submit and track service requests. This enhancement will be in addition to a new mobile app implemented through the SmartSA Smart Cities Initiatives Program.



Community Focus Areas

The FY 2018 Proposed Budget is consistent with the policy direction provided by the City Council at the June 28, 2017 goal setting session and community input. The following summaries are of the improvements proposed for FY 2018 by program area:

Public Safety

Police

The FY 2018 Proposed Budget adds a total of 40 new Police Officer positions to include 25 new police officers through COPS Grant, 8 new SAFFE police officers to enhance community policing efforts, 3 new police officers for the annexation areas of Foster Road and Babcock, 2 new park police for security at the Linear Creekways, 2 Airport police for adequate cover of night shift paid for by the Airport Fund.

Community Based Policing and Engagement The FY 2018 Proposed Budget includes $789,000 to add eight SAFFE (San Antonio Fear Free Environment) Officers The new SAFFE Officers would be assigned to specific neighborhoods within the City based on an equity and needs assessment. SAFFE officers establish and maintain day-to-day interaction with residents and businesses within their assigned beats, in order to prevent crimes before they happen. SAFFE officers also act as liaisons with other city agencies, work closely with schools and youth programs, coordinate graffiti-removal activities, and serve as resources to residents.

Community Engagement Program The new Community Engagement Program would proactively establish contact with residents in high crime areas, provide assistance services to victims of crime, and identify and build partnerships with area agencies. Assigned staff would work in coordination with SAFFE officers, Volunteers in Policing (VIP) and other SAPD programs to identify community projects and attend community events to promote police-community relations.

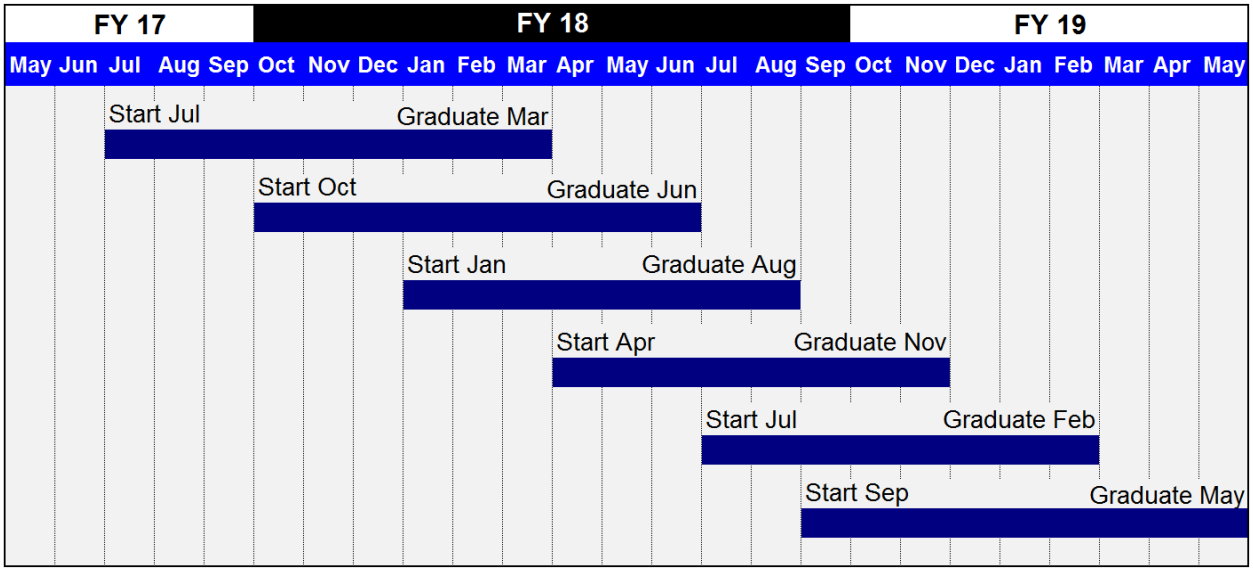
911 Communications Since FY 2016, the City has significantly enhanced staffing at the Communications Center to help decrease wait times for 911 emergency calls. The FY 2016 Mid-Year Budget Amendment added 30 communication positions and another 42 positions were added with the FY 2017 Adopted Budget.



As a result of these efforts, the abandoned call rate has dropped from 17% in FY 2016 to 13% in FY 2017 and the number of calls answered within 10 seconds or less has increased from 87.3% in FY 2016 to 92.5% in FY 2017. The FY 2018 Proposed Budget includes $1.0 million for an additional 34 positions as part of the final phase of the staffing enhancement. It is anticipated the staffing increase would help the Communications Center answer 96.7% percent of emergency calls in 10 seconds or less and decrease the abandoned call rate to 8%.

The following chart shows the Police Department's Cadet Class training schedule for FY 2018.

Police Department Cadet Class Training Schedule



Parks Police

The FY 2018 Proposed Budget adds $197,000 for two Parks Police Officers and necessary supplies. These officers would provide security along 3.5 miles of linear creekway being added along Salado Creek, Leon Creek, and a new trail loop between the Stinson Airport and the Mission Trails.



Fire

The FY 2018 Proposed Budget adds 43 Fire fighters:

- 15 new firefighters for 1 Ladder Company - $1.5 million. Year 1 of 5 to enhance ladder coverage.
- 12 new paramedics for 1 EMS Unit - $1.1 million for high volume of calls at the medical center.
- 15 new firefighters for the annexation areas of Foster Road.
- 1 new firefighter for Airport Rescue and Fire Fighter Training Coordination (paid by Airport Fund).
- 1 civilian trainer - $48,000.



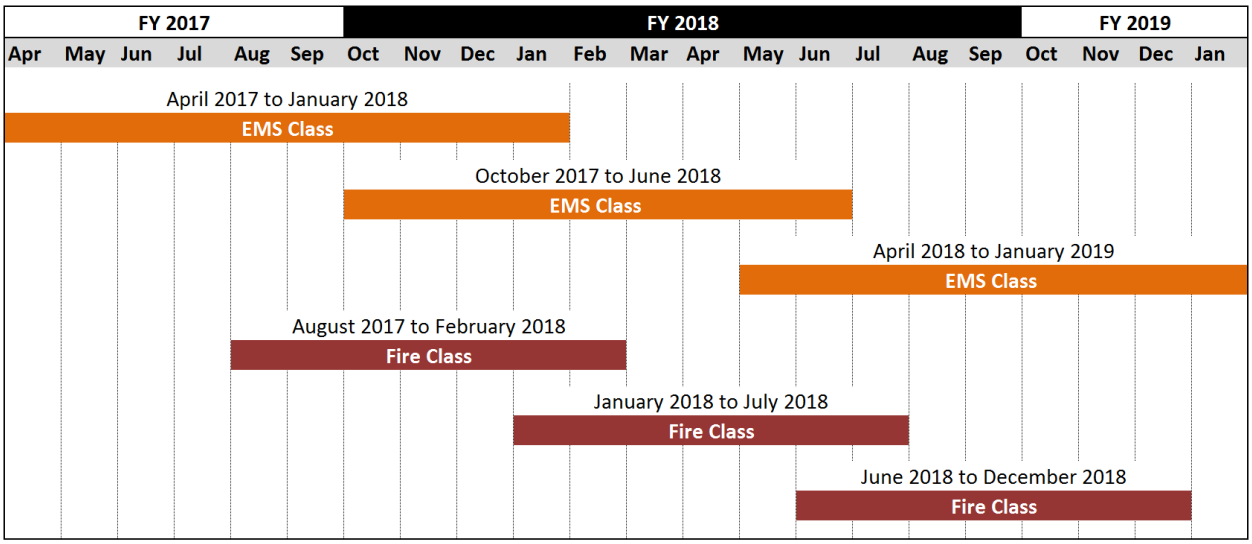
New Ladder Company A total of $1.5 million and 15 new firefighter positions are included in the budget to create one new ladder truck company to improve coverage and response times. This improvement would bring the number of ladder trucks deployed throughout the City to 21. This improvement would result in a 10 second improvement in response times for ladder trucks.

New EMS Unit The FY 2018 Proposed Budget also includes $1.1 million and 12 new paramedic positions to create one new EMS unit in the Medical Center area and improve medical response times. The new unit would be stationed at Fire Station #32. This improvement would bring the number of EMS units deployed throughout the City to 35. The Medical Center area has experienced rapid population growth resulting in a high volume of calls for service. The addition of the new EMS unit would result in a six second improvement in medical response times.



The following chart shows the Fire Department's EMS and Cadet Class training schedule for FY 2018.

Fire Department EMS and Cadet Class Training Schedule



Commercial Corridor and Enclave Annexations

On December 4, 2014, the City of San Antonio (COSA) approved a two-year plan to initiate annexation of IH 10 West, U.S. Highway 281 North, and IH 10 East in Phase 1; and the Lackland Air Force Base (AFB) and Alamo Ranch Annexation Areas in Phase 2. In October 2015, the proposed annexations were postponed to assess the full purpose annexation areas' financial and growth assumptions and conformance with the SA Tomorrow Comprehensive Plan's annexation policies.

On September 8, 2016, City Council adopted a Municipal Annexation Plan, which included the IH 10 West Area. This proposed annexation was scheduled to be completed by 2019. On May 25, 2017, City staff presented alternate scenarios for the IH 10 West, Lackland AFB and Alamo Ranch Annexation Areas based on the feedback received from the SA Tomorrow process and discussions with City Council. The alternate scenario proposes full purpose annexation of the commercial corridors along IH 10 West, Babcock Road, Culebra Road, Alamo Ranch Parkway, Wiseman Boulevard, Potranco Road, and West Loop 1604.

On June 8, 2017, City staff presented to City Council the proposed annexation of corridors and other unincorporated ETJ areas, or "enclaves," bounded by the COSA limits. These include parcels of land bisected by COSA limits, which are partially located inside and outside of COSA's jurisdiction. Residents and businesses located within split parcels and enclaves may experience uncertainty with jurisdictional regulations, public safety response times and service delivery.

These proposed annexations would provide more logical planning boundaries, uniform regulations and consistent service delivery to the entire tracts of land and the property owners. On June 29, 2017, through a resolution, the San Antonio City Council directed the Planning Department Service Plan for these annexation areas. A briefing was presented to the City Council on August 3, 2017. The areas below are recommended for annexation as part of the FY 2018 Budget.

The Babcock Road Corridor consists of approximately 1.82 square miles area bisected by Babcock Road; located south of Cielo Vista, bounded by the western and northern COSA limits. The area is within the 5 mile buffer of Camp Bullis and Camp Stanley military installations. Approximately 40% of the area falls within the Edwards Aquifer Recharge Zone. This area contains habitat land for several federally listed threatened and endangered species.

The Annexation Area's existing land use is commercial along with multi-family use, park, open space and undeveloped land use. This area contains open space land owned by the City-San Antonio Water Systems and a private golf course. There is planned residential development along Kyle Seale and Babcock Roads. There are potential commercial centers at the intersections of Kyle Seale, Camp Bullis and Babcock Roads. The area contains 46 parcels, of which only 10 are single family residential parcels. There are approximately 650 residents in the area. This area would become a part of City Council District 8.

The FY 2018 Proposed Budget includes new funding of $78,000 for the Babcock Road Commercial Corridor annexation. This includes funding for one additional San Antonio Police Officer position.

The Foster Road Area consists of approximately 3.94 square miles, generally located along North and South Foster Road, south of IH 10 East, west of FM 1516, North of Rigby - U.S. 87 and east of Loop 410 East which serve as industrial corridors in southeast Bexar County. This area's existing use consists of commercial, agriculture, residential and vacant land. The area includes Lancer Corporation, the Dollar General Distribution Center and a portion of the Tessman Road Landfill. It includes existing and planned industrial parks located along Foster Road. There are approximately 148 residents in the area. This area will be part of City Council District 2.

The FY 2018 Proposed Budget includes $2.7 million of new funding for the Foster Road Enclave annexation. This includes two additional San Antonio Police Officer positions, 15 Fire Fighter positions, and one Fire Station.

The Potranco Road - West Loop 1604 Corridor consist of approximately 8.27 square miles generally located south of West Military Drive, west of the Western City limits near West Loop 1604, north of Nelson Road, and east of West Grosenbacher Road. The area abuts the Lackland Air Force Base (AFB) Training Annex. There are emerging commercial corridors along West Loop 1604, Potranco Road and Marbach Road. Future commercial development is slated around the West Loop 1604 and U.S. 90 West Interchange. This area contains 221 parcels, of which 39 are single family residential. There are approximately 105

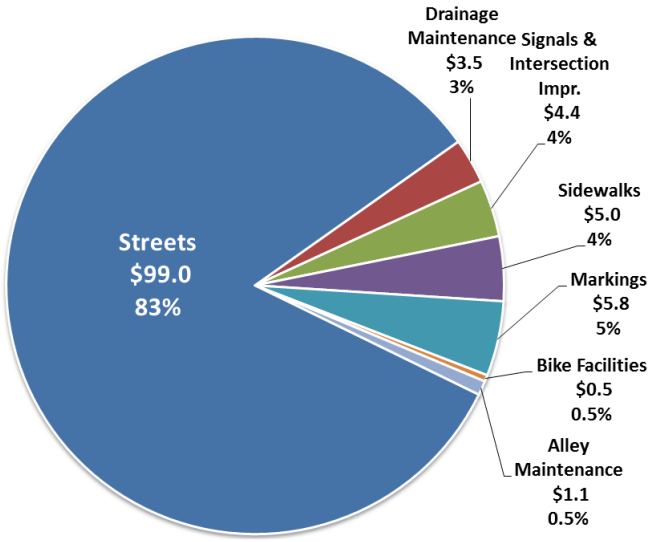
residents in the area. This area will become a part of City Council District. This area will be part of City Council District 4.

Planning & Infrastructure

Infrastructure Management Program (IMP)

Street Maintenance & Sidewalks The City appropriates funding annually for street maintenance including street resurfacing and rehabilitation. Street maintenance programs mitigate deteriorating pavement conditions caused by age, utility cuts, storm water drainage, underlying soil conditions, extreme temperatures, and overloading from heavy trucks and buses. The FY 2018 Proposed Budget adds $35 million in additional resources to the Streets Maintenance Program, increasing appropriations to $99 million. In addition, the FY 2018 Proposed Budget maintains funding at $5 million for sidewalks augmenting funds approved in the 2017 Bond Program. This continued investment reflects the City's commitment to improve mobility, traffic safety, and street conditions throughout the community.

FY 2018 Proposed
Infrastructure Management Program
Total Budget $119.3 (in Millions)



Additionally, the FY 2018 Proposed Budget continues the Neighborhood Access Mobility Program (NAMP) at FY 2017 funding levels. The NAMP program appropriates $200,000 annually to each City Council District for projects identified by the respective council member. NAMP projects include speed bump design and construction, flashing beacon installation, sidewalk repair and installation, curb ramp construction, and other traffic calming and mobility infrastructure improvements.

City staff developed a five-year Infrastructure Management Program (IMP) to identify and recommend infrastructure priorities to City Council. As detailed in the above chart, the FY 2018 Proposed Budget includes $119.3 million in the IMP for streets, traffic signals, sidewalks, drainage, and alleys.

Drainage The FY 2018 Proposed Budget maintains FY 2017 funding levels of $3.5 million for continued cleaning and maintenance of drainage channels and creekways.

Alleys The FY 2018 Proposed Budget maintains FY 2017 funding levels of $1.1 million towards alley maintenance.

Non-Service Alley Program A total of $250,000 is included in the FY 2018 Proposed Budget to provide an alley maintenance program for non-service alleys.

Pavement Markings The FY 2018 Proposed Budget adds more than $4.6 million of additional resources, for a total of $5.8 million, for pavement markings throughout the City. This improvement would accelerate the current pavement markings program from a 21-year maintenance and replacement cycle to an approximately five-year cycle delivering 227 lane miles of markings annually to ensure traffic safety throughout San Antonio.

Signals, Intersections, and Bike Facilities The FY 2018 Proposed Budget adds an additional $1.0 million in resources for a total of $4.9 million for traffic signals, intersection improvements, and bike facilities.

School Pedestrian Safety The FY 2018 Capital Budget includes $1.0 million for Year 4 of the School Pedestrian Safety program. This funding includes maintenance for 205 existing flashers, eight new flashing beacon installations, 210 school zone sign upgrades, and 400 school zone markings for crosswalks.

Vision Zero Pedestrian Safety A total of $1.0 million is included in the Capital Budget to fund a minimum of 10 engineering studies along five high crash corridors and at five high crash intersections. The result of these studies are expected to be enhancements that improve pedestrian safety and may include pedestrian crossings, pedestrian refuge islands, transit stop improvements, automated pedestrian signals, and intersection cameras.

Traffic Calming Devices The FY 2018 Proposed Budget includes $1.0 million in additional funding for the implementation of a dedicated traffic calming program. This program would include engineering services, equipment, materials, and construction for permanent and quick response installations. This would also include the purchase of six radar speed trailers.

Storm Water Infrastructure & Operations

The FY 2018 Proposed Budget for the Storm Water Operating Fund is $48.0 million. The proposed budget includes $34.2 million for operating expenses including personnel costs and payments to the San Antonio Water System (SAWS) for services related to compliance with the Texas Commission on Environmental Quality (TCEQ) permit requirements.

The primary source of revenue for the Storm Water Operating Fund is the Storm Water Utility Fee which was established in FY 1993 to provide funding for storm water operation services. The fee is assessed to residential and non-residential properties that discharge storm water into the City's drainage system.

The FY 2016 Adopted Budget introduced a new impervious cover methodology and rate structure effective January 1, 2016. The new methodology and rate structure assesses fees based on rate and volume of storm water runoff. Impervious cover has a direct relationship with storm water runoff rate and volume and is the best measure of drainage system usage. Impervious cover includes rooftops, parking, driveways, and walkways.

In FY 2016, a five-year rate plan using the new methodology was adopted by City Council. This change results in a more equitable rate structure and provides incentives to promote water quality improvements. The rates in the five-year plan funds several program enhancements including increased vegetation management, enhanced street sweeping, additional high water detection maintenance, assessments of the storm drain system, and reduced flooding through capital improvement projects.

The FY 2018 Proposed Budget includes an increase to fees consistent with the five-year rate plan of 4.22%, generating an estimated $2 million in additional revenue for new capital projects.

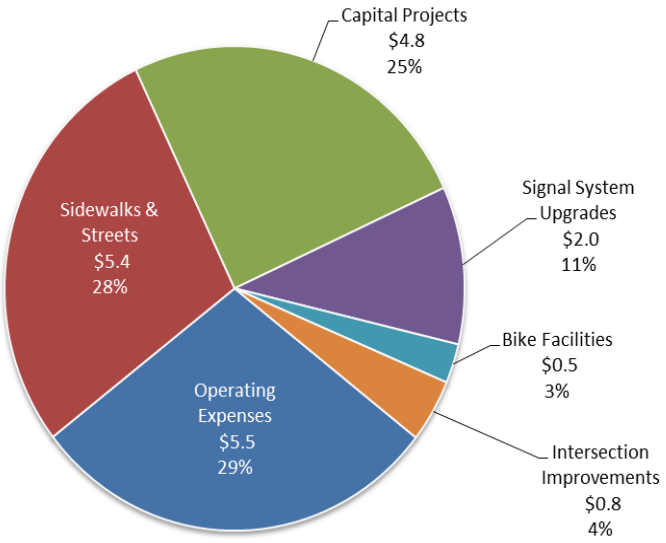
FY 2017 Adopted Storm Water Utility Fee Structure		FY 2018 Proposed Storm Water Utility Fee Structure	Change from FY 2017 to FY 2018
Residential Rates Impervious Cover	**Current Monthly Fee**	**New Monthly Fee**	**Monthly Change**
<2,750 SF of impervious cover	$3.45 per mo	$3.60 per mo	$0.15 per mo
2,750 to 4,220 SF of impervious cover	$4.55 per mo	$4.74 per mo	$0.19 per mo
>4,220 SF of impervious cover	$9.61 per mo	$10.02 per mo	$0.41 per mo
Non-Residential Rates Impervious Cover	**Current Monthly Fee**	**New Monthly Fee**	**Monthly Change**
<20% area of impervious cover	$0.28/1,000 SF + $61.92	$0.29/1,000 SF + $64.53	$0.01/1000 SF + $2.61
20% to 40% area of impervious cover	$0.41/1,000 SF + $61.92	$0.43/1,000 SF + $64.53	$0.02/1,000 SF + $2.61
40% to 65% area of impervious cover	$0.54/1,000 SF + $61.92	$0.56/1,000 SF + $64.53	$0.02/1,000 SF + $2.61
>65% area of impervious cover	$0.68/1,000 SF + $61.92	$0.71/1,000 SF + $64.53	$0.03/1,000 SF + $2.61

Storm Water Capital Improvement Projects The Capital Budget allocates $2.1 million in Storm Water Fund resources for six drainage related capital projects. The projects include: erosion protection on Thousand Oaks Drive; drainage system improvements on Hearne Avenue, Dartmoor Avenue, and West Summit Alley #30; and infrastructure rehabilitation on Rector and Stahl Roads.

Advanced Transportation District

In FY 2005, the Advanced Transportation District (ATD) Fund was established to account for all revenues and expenditures associated with the administration and project delivery of the ATD Program. ATD projects increase mobility, reduce traffic congestion, and improve neighborhood connectivity. The FY 2018 Proposed Budget for ATD appropriations totals $19.0 million.

FY 2018 Proposed
ATD Program
Total Budget $19.0 (in Millions)



Operating Expenses As part of the FY 2018 Proposed Budget, the ATD would fund 26 positions that would oversee and maintain the Traffic Management Signal System, the Traffic Management Center (TMC), and the program management and delivery of various capital projects. The operating expenses also include funds for traffic planning studies, installation of bus pads, and a portion of the City's annual contribution to VIA Metropolitan Transit.

Signal System Communications The FY 2018 Proposed Budget includes $2 million for continued maintenance of the Signal System Communications Network. The network allows the TMC to communicate with and receive alerts from traffic signals, school flashers, roadside sensors, and traffic monitoring cameras across the city.

Sidewalk Improvements The FY 2018 Proposed Budget includes $5 million for sidewalks and the installation of ADA accessible wheelchair ramps.



Bike Lanes The FY 2018 Proposed Budget includes $500,000 for bike projects, including bicycle lanes, bicycle facilities, and new outreach activities. This funding would allow for the construction of 1.3 miles of new bicycle lanes and the continued implementation of the Bicycle Master Plan.

Intersection Improvements The FY 2018 Proposed Budget includes $850,000 to improve traffic flow at street intersections.

VIA Metropolitan Transit Contribution The FY 2018 Proposed Budget includes a contribution of $4.3 million to VIA Metropolitan Transit. This is the first of two payments anticipated to total $10 million over a two-year term. FY 2018 funding would provide frequency improvements on 10 routes and travel time capacity improvements along 7 major corridors. This contribution affirms the City's commitment to the implementation of the SA Tomorrow Multimodal Transportation Plan published in 2015.

Intelligent Transportation System The FY 2018 Proposed Budget includes $375,000 for the installation of data capture equipment at various intersections throughout San Antonio. The data collected would be used to predict traffic patterns and mitigate traffic congestion by rerouting traffic to less congested corridors.

Capital Management Services

The Capital Management Services (CMS) Fund was established in FY 2007 to oversee project delivery of the City's capital and infrastructure improvement projects primarily funded by the City's bond issuances. On May 6, 2017, San Antonio voters approved a landmark $850 million bond program consisting of 180 projects that fall within six propositions.

Project Delivery The FY 2018 Proposed Budget includes the addition of nine positions to the CMS Fund. These positions would work to ensure the efficient and timely delivery of the City's Bond Program and capital projects.

Neighborhood Improvements A total of $20 million is included in the bond program for the acquisition and development of blighted properties around San Antonio with the purpose of improving and sparking development in various San Antonio neighborhoods. The FY 2018 Proposed Budget includes funding for three positions to lead the implementation of these efforts.

Six-Year Capital Improvements Program

The FY 2018 through FY 2023 Capital Improvements Program for the City of San Antonio totals $1.91 billion. The six-year program contains 413 projects and represents the City's long range physical infrastructure development and improvement plan. Items in the six-year scope include new streets and sidewalks, drainage enhancement projects, park and library facility rehabilitation projects, aquifer land acquisition and linear park development, public health and safety enhancements including a fire station replacement, airport system improvements, technology improvements, flood control projects, and municipal facility construction and refurbishment projects. The one-year Capital Budget for FY 2018 totals $639 million.

The following table details the planned expenditures by program area:

FY 2018 – FY 2023 Capital Program by Category
($ in Thousands)

Program Category	FY 2018 Amount	FY 2018 - FY 2023 Amount	%
Streets	$ 197,101	$729,739	30.8%
Parks	89,010	384,268	13.9%
Air Transportation	86,375	277,150	13.5%
Drainage	67,217	182,654	10.5%
Municipal Facilities	123,189	143,989	19.6%
Information Technology	54,781	104,781	8.6%
Law Enforcement	7,999	29,060	1.3%
Libraries	5,374	25,147	0.8%
Fire Protection	4,987	13,410	0.5%
Neighborhood Improvements	3,000	20,000	0.5%
Total FY 2018 Program Category	**$ 639,033**	**$ 1,910,198**	**100.0%**

The Capital Program is funded by various sources including the 2017 General Obligation (G.O.) Bonds, the Airport Passenger Facility Charge, Certificates of Obligation, Self-Supporting Certificates of Obligation, and other funding. The table below details the planned revenues by program area for FY 2018 and the total Capital Budget Program from FY 2018 through FY 2023:

FY 2018 – FY 2023 Capital Program by Revenue Source
($ in Thousands)

Revenue Source	FY 2018 Amount	FY 2018 - FY 2023 Amount	%
2007 G.O. Bonds	$ 19,379	$ 19,679	1.0%
2012 G.O. Bonds	55,459	55,459	2.9%
2017 G.O. Bonds	132,881	837,476	44.0%
Aviation Funding	86,376	274,115	14.4%
Certificates of Obligation	225,293	448,670	23.6%
Other[1]	116,886	272,040	14.0%
Grant Funding	2,759	2,759	0.1%
Total FY 2018 Revenue Source	**$ 639,033**	**$ 1,910,198**	**100.0%**

[1]*Includes Alamodome, Edward Aquifer Program, and Linear Creekway Program.*

Facilities Deferred Maintenance Projects

The FY 2018 Proposed Budget includes $5 million in capital funding to address deferred maintenance needs at City facilities. This funding is part of an ongoing effort to improve the condition of aging City facilities. The chart and list below outline the planned deferred maintenance projects for FY 2018.

FY 2018 Deferred Maintenance Project List

Facility Name	Project Description	Budget Amount
Brackenridge Park	Repair Retaining Wall Along SA River	$500,000
Frank Garrett Community Center	Upgrade/Repair HVAC System	615,000
Animal Care Complex	Replace HVAC System	120,000
Animal Care Complex	Replace Flooring in Training Rooms	50,000
Animal Care Complex	Upgrade Clinic Cabinets	40,000
Fire Station No. 9	Remodel Kitchen and Dining Room	90,000
Carver Annex Building	Roof Replacement	50,000
Carver Community Cultural Center	Roof Replacement	50,000
Detention Center	Interior Repairs & Improvements	285,000
Bertha Almaguer Activity Building	Repair Roof and Plumbing Fixtures	100,000
Fire Training Academy	Upgrade HVAC System and Lighting	285,000
Municipal Records Storage Facility	Upgrade HVAC System	200,000
Multiple Locations	Roof Repair	245,000
Mulitple Locations	Painting, Flooring, Restroom, and Other Maintenance Repairs	300,000
Multiple Locations	Pavement/Repair	515,000
Police Training Academy	Light/Parking Lot Improvements	365,000
Fire Training Academy	Upgrade Parking Lot Lighting	100,000
Northeast Service Center	Prevent Flooding of Storage Building	100,000
Multiple Locations	Replace Gym Floor	120,000
Fairchild Park	Pool Renovation	125,000
Garza Park Pool	Resurface Pool	100,000
Heritage Pool	Pool Deck Resurfacing	75,000
Monterrey Park Pool	Resurface Pool	100,000
Natatorium Pool	Upgrade Pool	95,000
Spring Time Park Pool	Pool Painting and Renovation	100,000
J Street Park	Replace Light Poles	75,000
Tri-party Lighting	Upgrade Pedestrian Lighting	200,000
		$5,000,000

Neighborhoods

Neighborhood and Housing Services

The Neighborhood & Housing Services Department was formed in FY 2017 using existing positions to build on the city's commitment to form stronger neighborhoods.

The FY 2018 Proposed Budget allocates $1.4 million for city-wide programs to inform and engage residents, through facilitating community input on neighborhood and housing issues, assisting Neighborhood and Home Owner Associations, and connecting residents to City programs/services.

Housing Programs & Policy The FY 2018 Proposed Budget adds $1.1 million in funding to continue the Let's Paint Home Improvement Program and the Under 1 Roof Residential Roof Repair Program, as well as continued support for the Local Initiatives Support Corporation (LISC).

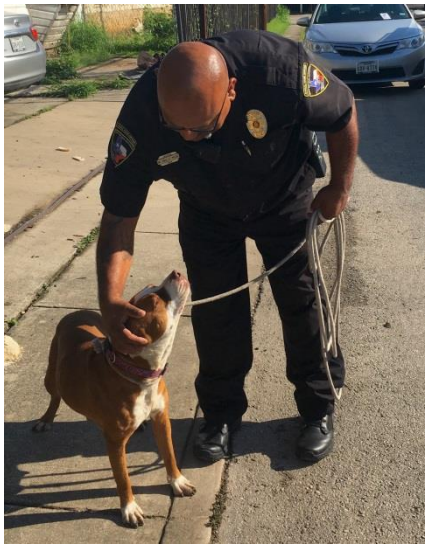


Neighborhood Engagement Unit The FY 2018 Proposed Budget includes $255,000 and four new positions for the newly-formed Neighborhood Engagement team, created to facilitate neighborhood outreach and engagement related to City programs and services and serve as navigators to connect neighborhoods with City departments.

The new positions would provide ongoing outreach and education to the City of San Antonio's 250+ neighborhood and homeowner's associations and other neighborhood based groups including community organizations, churches, and alliances. In addition, the team will work to: identify, initiate, and deepen relationships with various community stakeholders; implement meetings, surveys, and other ways to communicate with and receive feedback from neighborhoods regarding city programs and services; and provide support to all departments where community engagement is needed to increase neighborhood input on policies and programs.

Animal Care Services

Animal Care Services (ACS) continues to be a priority for the community. The FY 2018 Proposed Budget allocates new funding of $110,000 for the enforcement and community engagement program.



Enhancing enforcement & engaging and educating the community To support City Council Districts with high impoundments and promote responsible pet ownership by engaging the community via a grassroots effort, one Community Based District Officer is funded at $110,000 to allow ACS to impound additional pets, issue citations, return more pets to their owners, and increase marketing efforts toward responsible pet ownership.

Economic Development

Economic development initiatives in San Antonio foster job creation and investment in targeted industries including aerospace, cyber-security and information technology, biosciences and healthcare, and the new energy economy. The City of San Antonio collaborates with the San Antonio Economic Development Foundation, Bexar County, Workforce Solutions Alamo, CPS Energy, and other agencies to help targeted industries meet their business goals, provide good jobs, and increase investments in the community.

The FY 2018 Proposed Budget includes $2.25 million for city-wide incentives to stimulate the creation and retention of jobs and investment in San Antonio in a globally competitive environment.

International Relations Office The FY 2018 Proposed Budget includes two new positions added to the International Relations Office (IRO), which is housed in Economic Development. IRO is responsible for fostering global alliances and serving as a liaison for several City partnerships, including the Mexican Consulate, Free Trade Alliance San Antonio, North American Development Bank, U.S. Department of Commerce's International Trade Administration, Bexar County, local chambers of commerce, and foreign universities and commercial entities.

The new positions would assist the Chief of Protocol in managing and implementing projects related to the City's ten Sister Cities partnerships, as well as to San Antonio's Tricentennial celebration, which kicks off at the beginning of 2018. The positions would also collaborate with

local colleges and universities to promote San Antonio as a higher education destination for international students and researchers.

In 2018, San Antonio anticipates hosting dignitaries from all over the world who will have traveled to San Antonio to participate in events relating to Tricentennial. The FY 2018 Proposed Budget includes $290,000 in one-time funds for the International Relations Office budget within Economic Development to assist with planning and executing the logistical needs related to Tricentennial activities.

Inner City Reinvestment/Infill Policy (ICRIP) The FY 2018 Proposed Budget includes a total of $2.5 million for fee waivers approved under the ICRIP Policy Program in support of SA Tomorrow. In February 2010, the City established the Inner City Reinvestment/Infill Policy (ICRIP) in order to promote growth and development in the city-center and targeted areas. ICRIP facilitates development within the inner-city by promoting policy goals which include increasing new development on vacant lots; redeveloping underused buildings and sites; rehabilitating, upgrading, and reusing existing buildings; improving maintenance at existing building sites; and increasing business recruitment and assistance. Projects certified to meet ICRIP criteria are eligible to have fees related to Development Services waived.

Libraries

The San Antonio Public Library currently maintains and operates 30 locations, including 27 full-service neighborhood branch libraries, the Pruitt Library at Roosevelt High School, the Library Portal at the Briscoe Western Art Museum and the Central Library.

Library Resources The FY 2018 Proposed Budget includes $450,000 of funding towards the purchase of new Library Resources including both digital and print content. This would provide San Antonio residents with 15,620 additional materials, increasing overall circulation by 78,100 and would reduce wait times for high-demand content.

Upgraded Furniture and Fixture at Branch Libraries The FY 2018 Proposed Budget provides $363,000 in funding to upgrade furniture and enhance space at Cody, Pan American, and Thousand Oaks Branch libraries. These improvements would help the City better meet the needs of citizens with upgrades made to technology and connection spaces, teen and children's rooms, meeting and break-out spaces, and main reading areas.

San Antonio Book Festival The FY 2018 Proposed Budget also provides a $150,000 sponsorship to the 6th annual San Antonio Book Festival. The 2017 Festival brought 95 authors to San Antonio, was attended by 20,000 people of all ages, and generated more than $1,000,000 of economic impact for the greater San Antonio economy.

Parks & Recreation

The FY 2018 Proposed Budget adds $776,000 for additional staff, supplies, and contractual services necessary to support newly completed greenways and park development.



Additional Resources for Newly Completed Projects Funding in the amount of $373,000 would be allocated for required maintenance of additional acres, facilities, and parks developed through bond issues, grants, and other funds. The new park amenities include Rosedale Park with two shaded bleachers, water fountain and fitness equipment; Barbara Drive drainage area walking trail with lights and green space; Martin Luther King park signage, landscaping, security lighting, new entry monument and bridge; Highland Park lighting; and a new dog park at Woodlawn Lake Park.

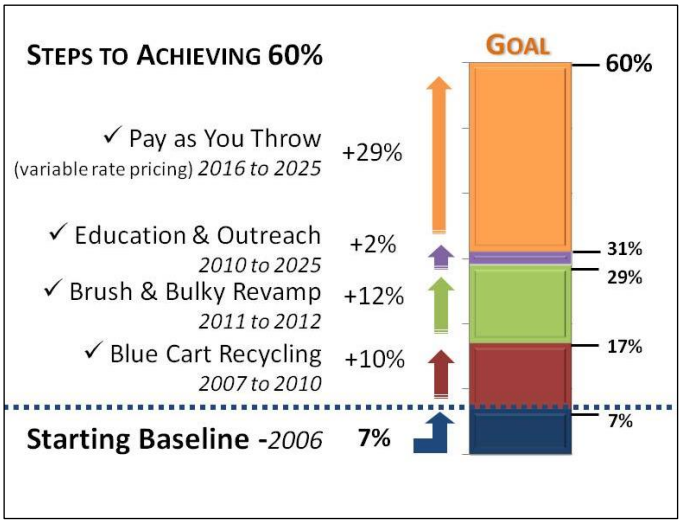
Additional Resources for Parks Linear Creekway Operations and Maintenance In May 2015, voters approved the continuation of the 1/8-cent sales tax for the Parks Development and Expansion Venue Project. Increased funding of $403,000 would provide resources to maintain approximately 3.5 miles of additional greenway with 16 new acres including trail heads at Salado Creek (E. Commerce) and Leon Creek (Prue Rd.) with water fountains, benches, lighting, signage, and a bike rack. There would be an additional mile of Salado Creek trail from Southside Lions Park to SE Military Drive, a 1.2 mile trail to connect from Mission Road to Stinson Airport, and additional segments associated with the Dafoste Park to Salado Creek connection and the Prue Rd. trailhead.

Deferred Maintenance The Parks and Recreation FY 2018 Proposed Budget includes resources to continue addressing deferred maintenance items. Resources include $1.7 million that is targeted to repair a parking lot at South Side Lions Sports Complex, renovate the historic Dullnig House, improve the Villa Coronado Community Center, renovate the South San Community Center, replace a sewer line and bathroom facility at Normoyle Park, replace the cooling tower at Barrera Fitness Center/Ron Darner Parks and Recreation Headquarters, and replace the roof at Lincoln Community Center.

Solid Waste Programs

The FY 2018 Proposed Budget for the Solid Waste Operating and Maintenance Fund is $119 million. Funding would be used to provide weekly curbside recycling, organics and garbage collection, two annual brush collections, two annual bulky waste collections, outreach, dead animal collection and downtown litter collection to more than 351,000 residential customers. Additional services include household hazardous waste disposal, two brush recycling centers, commercial recycling and four bulky drop-off centers.

Recycling Plan Solid Waste Management Department (SWMD) appropriations are guided by the Recycling and Resource Recovery Plan (Recycling Plan) approved by City Council in June 2010 and revised in January 2013. The Recycling Plan established three strategic goals. The first is to ensure all single-family residents achieved a 60% recycling rate by 2025. The second is to give all multi-family residents the same convenient access to recycling as single family residents and the third is to improve recycling opportunities for businesses.



Since the adoption of the Recycling Plan, SWMD has undertaken multiple initiatives in order to reach these goals. SWMD maintains an ongoing public education and outreach program, disseminating recycling information to educate the public on correct recycling processes and the various services provided to the general community. In addition, SWMD would enhance education to the residents by way of recycling brochures, website efforts, social media, and strategic marketing campaigns. Through these various recycling initiatives, the residential recycling rate is projected to reach 60% by the end of 2025.

Recycling A critical step to meeting the City's recycling goals is to reduce contamination in the recycling stream and to manage the changing economic conditions of the recycling market. The FY 2018 Proposed Budget would add $791,000 for 8 additional positions which would address the recycling and organics program. This is anticipated to increase the number of carts inspected by an additional 2,000,000 from years past. This increase in inspections is expected to apply additional pressure, both positive (educational) and negative (fines) that would be required to lower the contamination rates of both the blue and green cart programs.

Pay as You Throw In order to achieve the 60% recycling goal by 2025, SWMD began Pay As You Throw (PAYT) conversion in FY 2016 which concluded in the Spring of FY 2017. Major components to the program include education, outreach, and enforcement. Residents have the option to select from three different sizes of brown garbage carts (48, 64 or 96 gallons). Based on the rate structure, customers who select a smaller brown garbage cart would pay a lower rate. The rate structure also incentivizes residents to divert recyclable material from the brown cart to the blue cart and organic material from the brown cart to the green cart.

The FY 2018 Proposed Budget provides $862,000 to continue the PAYT program. This includes the purchase of nine automated trucks and the addition of nine Side Loader Equipment Operator positions to support the organics component of the program.

Solid Waste Monthly Rates Currently, all 351,000 households have been converted to PAYT pricing. In order to change resident's behavior to recycle more, the large cart was increased by $2.50, followed by a $1.00 increase for the medium cart, and $0.50 decrease for the small cart.

Solid Waste Total Monthly Rate, FY 2016 – FY 2018 (Proposed)

	*Monthly Pricing		
Garbage Cart Size	FY16	FY17	FY18
Small (48 gal)	$ 20.43	$ 20.43	$ 19.93
Medium (64 gal)	$ 20.93	$ 20.93	$ 21.93
Large (96 gal)	$ 22.18	$ 22.18	$ 24.68

*Includes the Environmental Fee of $2.24

Sustainability

The FY 2018 Proposed Budget includes $65,000, funded by the General Fund, for a Special Projects Manager position. This position would be responsible for the oversight of a Climate Action and Adaptation Plan, which would be managed by the University of Texas at San Antonio. This plan would address climate change through mitigation (greenhouse gas reduction) and adaptation strategies to the current and future impacts of climate change. In addition, this position would be responsible for the oversight, coordination and tracking of interdepartmental COSA Resilience activities.

Equity Office



The City created the Diversity & Inclusion Office (DIO) in 2015 to cultivate an environment of respect and inclusion in San Antonio as a means to advance the growth, stability, and strength of the community. In FY 2017, DIO provided training to City Executives and several City Departments on advancing racial equity and reducing implicit bias. DIO also developed a Racial Equity Action Plan for the City and helped San Antonio become the 2nd Texas city to join the Government Alliance on Race and Equity (GARE).

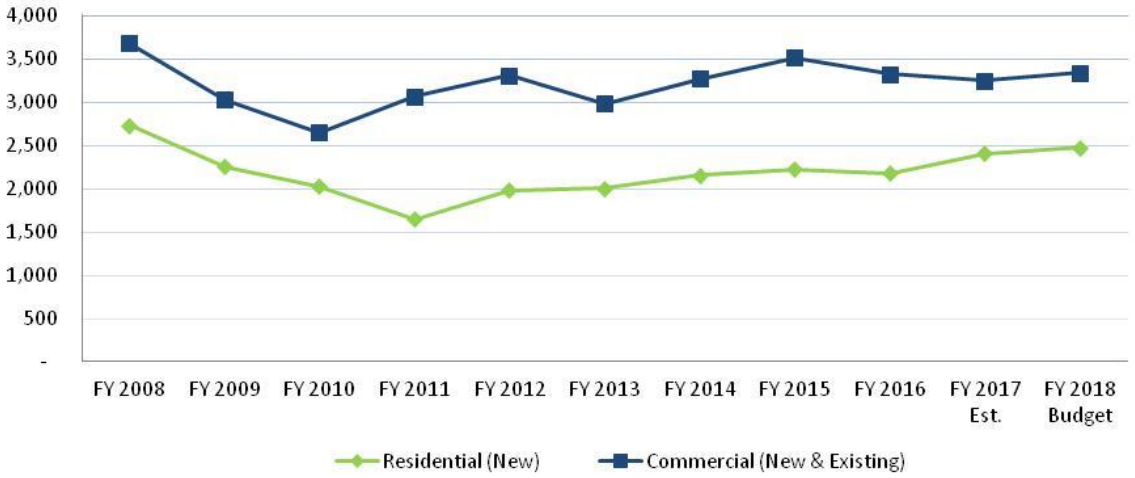
With this Proposed Bydget, the office is rebranded the Equity Office. The FY 2018 Proposed Budget includes $65,000 for expansion of the program from two to three positions. The expanded program would implement the Racial Equity Action Plan by conducting training with key City staff and three City Departments. The training would help the City Council and key City staff to apply an equity lens to decision-making. The program would also develop department specific action plans to ensure processes are increasingly equitable.

Development Services Fund

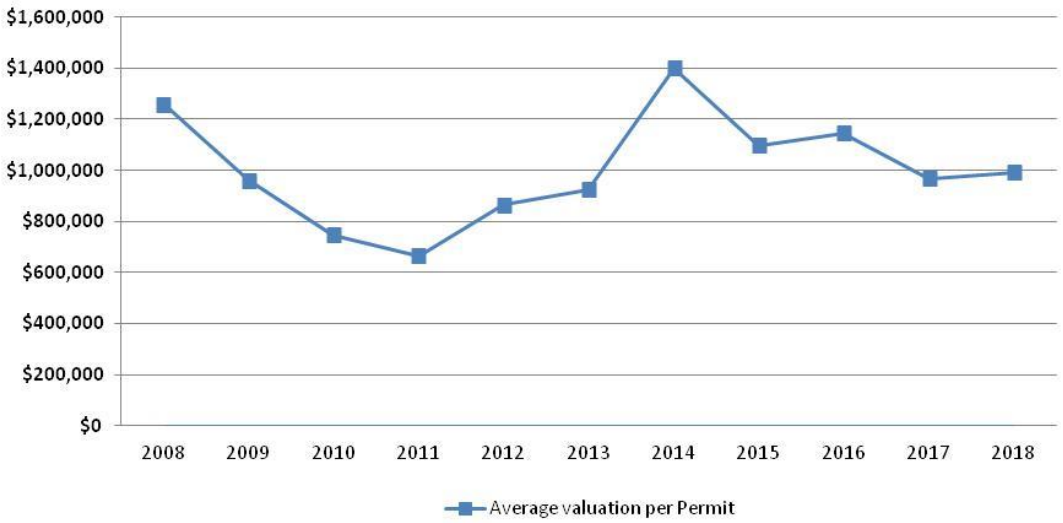
The FY 2018 Proposed Budget for the Development Services Fund is $33.1 million. The Development Services Fund was established in FY 2007 to account for revenues and expenditures generated from all development-related activities and to ensure that development fees are used to support the activities associated with supporting the development community.

Permitting Activity In FY 2017 new residential permitting activity increased, following a pattern of measured and constant growth, beginning in FY 2012 after the housing declines in 2007-2011. Residential permitting is expected to remain steady into FY 2018. Commercial permit activity in FY 2017 decreased slightly from the previous year; however, the valuation of commercial projects has increased, and is expected to continue into FY 2018 as the City welcomes transformative projects downtown and beyond.

Residential and Commercial Building Permit Activity (FY 2008 to FY 2018)



Average Commercial Permit Valuation (FY 2008 to FY 2018)



Service Delivery The FY 2018 Proposed Budget provides further funding to increase staffing levels to support Development Services' goals of cycle time, consistency and quality of service delivery, and the customer service philosophy of facilitation. To support these goals, the FY 2018 Proposed Budget adds two positions. One of the positions would support the Southern Edwards Plateau initiative by enrolling applicants in the habitat plan to ensure compliance with the Endangered Species Act.



The second position would support the Unified Development Code (UDC)/ Neighborhood Conservation Districts (NCD) by improving coordination of permits reviewed in Neighborhood Conservation Districts as well as provide for the inspection to ensure compliance with the zoning districts. The funding for the new positions is supported by anticipated revenue increases associated with strong development activity.

Tourism, Culture, & Education

Tricentennial

The Tricentennial Office was established in FY 2016 to coordinate the development and execution of San Antonio's 300th anniversary in 2018. The Tricentennial Office provides support to the San Antonio Tricentennial Commission in planning efforts, identification of potential partners, creation of unique celebration identity, and integration of existing and recurring events into the celebration framework.

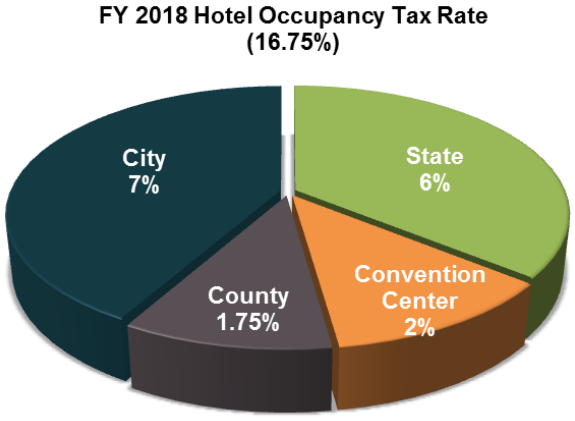


The FY 2018 Proposed Budget includes $331,000 to support New Year's Eve celebrations, education and history activities, commemorative week, and marketing efforts.

Hotel Occupancy Tax Funds

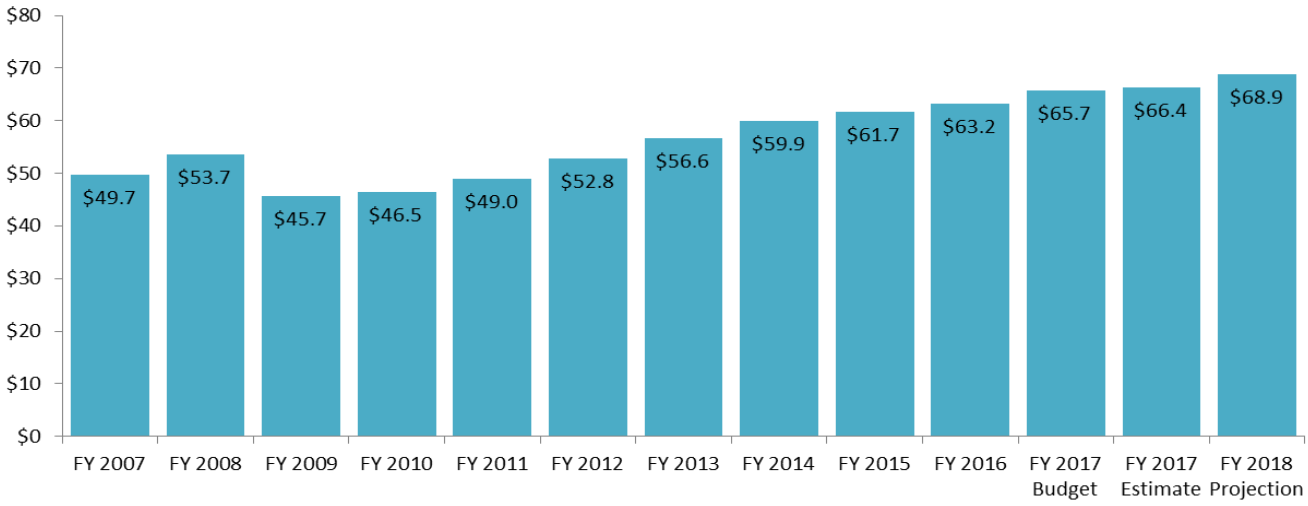
The Hotel Occupancy Tax Fund (HOT) captures revenues and expenditures associated with Hotel Occupancy Tax collections.

The current HOT rate of 16.75% levied on every room night charge contributes 6% to the State, 1.75% to Bexar County, 7% to the City, and the remaining 2% is a dedicated source of revenue to pay debt service and fund capital improvements for the Henry B. Gonzalez Convention Center. The chart to the right shows the allocation of the HOT rate.



Hotel Occupancy Tax revenue projections are based on an analysis of anticipated lodging demand, projected number of room nights sold, projected average daily rates, estimated hotel/motel room supply, inflation rates, and known events. For FY 2018, the City projects HOT collections of $68.9 million, representing a projected growth of 5.0% over the FY 2017 Adopted Budget and 3.8% over the FY 2017 Estimate.

Historical Hotel Occupancy Tax Revenue
FY 2007 to FY 2018 ($ in Millions)



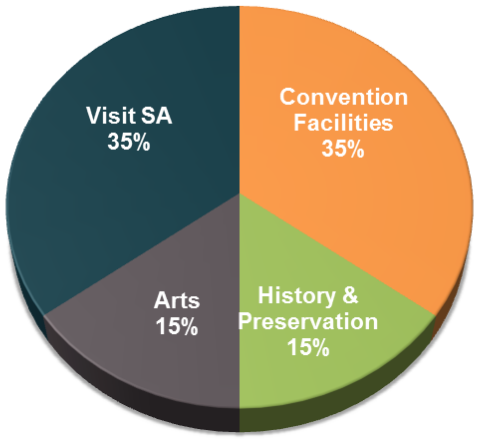
Funding from the HOT is used to support tourism, convention activities, and arts and cultural programming across the City. This is done through transfers to the Community & Visitor Facilities Fund and an allocation of HOT to fund a Destination Marketing Agreement with Visit San Antonio (formerly the Convention & Visitors Bureau). These transfers are designed to cover any shortfalls that may exist between the revenues and expenditures of the funds.

After the annual debt service payment is made, the remaining net HOT collections for FY 2018 are allocated to Visit San Antonio at 35% ($23.3 million), to the Arts & Culture Fund at 15% ($10.0 million), and to the General Fund for history and preservation at 15% (10.0 million).

The chart to the right illustrates the FY 2018 allocation of HOT revenue among Arts and Cultural Programming, History & Preservation, and Tourism.

The FY 2018 Proposed Budget for the Hotel Occupancy Tax Fund is $68.9 million, which encompass the operations of Convention & Sports Facilities, the Department of Arts & Culture, as well as funding the Destination Marketing Agreement with Visit San Antonio and the 15% transfer of HOT allocations to the General Fund under History & Preservation.

FY 2018 Hotel Occupancy Tax Revenue Allocation



Arts and Culture

The Arts and Culture Fund, formerly the Culture and Creative Development Fund, was created in FY 2007 to account for expenses generated in support of San Antonio arts and cultural programming. The Arts and Culture Fund is appropriated 15% of net HOT allocations in an amount of $10 million. A portion of this fund's expenditures are directed to non-City owned facility agencies that support the arts. Arts program funding is distributed on a competitive basis and is managed by the Department of Arts and Culture. Applications are reviewed by an independent evaluation committee and recommendations are developed in concert with the San Antonio Arts Commission. FY 2018 represents year two of the two year funding cycle.



In addition to art program funding, the FY 2018 Proposed Budget includes support for other art initiatives managed by the Department of Arts and Cultures such as cultural events and exhibits, Public Arts San Antonio, and the San Antonio Film Commission. Department-curated cultural events and exhibitions connect and engage San Antonio residents and visitors with local artists. Public Art San Antonio manages public art projects associated with the City's capital improvements programs and connects to the community through exhibits, presentations, outreach and planning initiatives. The San Antonio Film Commission is a go-to resource for filmmakers to promote the art and craft of moviemaking in San Antonio. The film commission provides an array of services available to filmmakers including: location scouting, liaison services, permitting, crew, and casting calls.



Community and Visitor Facilities Fund

The Community & Visitors Facilities Fund (CVF) was established in FY 2004 to account for revenues and expenditures generated from all convention and sports related activities operated by the Convention and Sports Facilities (CSF) Department. The CSF budget includes both the Convention & Sports Facilities Department (CSF) and non-departmental expenses related to convention hosting obligations. The CSF facilities included in the CVF include the Henry B. Gonzalez Convention Center, Lila Cockrell Theater, and the Alamodome. CSF is also responsible for operations of the Carver Community Cultural Center – a General Fund-supported facility.

The primary sources of revenue from operation of CSF facilities are facility rentals, catering commissions, food and beverage concessions commissions, reimbursable expenses, and various event-related fees. Revenues are estimated based on both scheduled and projected events. Total Convention Center and Alamodome revenue in FY 2018 is estimated at $30.3 million, 2.8% higher than the FY 2017 Revised Budget of approximately $29.5 million.

Alamodome Renovation In November 2014, the NCAA selected the City of San Antonio to host the NCAA Men's College Basketball Final Four Tournament in 2018. A contributing factor to winning the bid relied on the City's commitment to substantially complete the Alamodome's renovations by November 2017. Renovations include construction of a new media center at street level, expansion of the Alamodome's north plaza, and enhancement of the audio/visual systems. In addition, the existing east and west corridors will be expanded to reduce congestion and allow for the enhancement of food service facilities. The public Wi-Fi system will be expanded to accommodate over 60,000 devices. Additional videoboards and sound systems will also be installed to enhance the visitor experience.



Smart Cities

SmartSA – Overview

Embracing new and emerging smart city technologies, the City of San Antonio's Office of Innovation is working to develop an understanding of technology's role in San Antonio, the data it produces, and how to leverage that information to analyze and predict problems that can be solved by city government and its partners. In 2017, the Office of Innovation in partnership with other City departments was charged with launching a Smart City Program, called SmartSA, which included nine projects in three SA Tomorrow focus areas including, transportation, sustainability and digital connected living. Over the past year, the City of San Antonio initiated and implemented numerous SmartSA projects and was one of the ten cities selected to participate in the Envision America program.

SmartSA Visioning Process

The next key priority for the SmartSA program is to engage with community members, public agency partners, and business stakeholders to create a framework and strategic plan of San Antonio's vision for implementing smart cities technology. Over the next 12 months, this community conversation would guide the major components of the SmartSA Vision, including:

- Defining locally-derived SmartSA vision, goals, and objectives;
- Understanding the need for smart cities technology and assessing the existing technology and data infrastructure;
- Identifying a strategic roadmap for key areas of focus defining the technology, data, and policy requirements to achieve the vision; and
- Establishing an implementation plan to identify near-term and long-term priority projects in alignment with the SmartSA's areas of focus.

Current SmartSA Initiatives

Recognizing the need to use data and technology to be more responsive and efficient, the Office of Innovation and other City departments partnered to implement nine SmartSA pilot projects in FY 2017, as listed below:

- **Wi-Fi in the Parks** – Add free public WiFi in 10 parks to increase internet connectivity for residents.
- **Fire Department Drones** – Purchase drones and train pilots at the Fire Department to decrease mitigation time of incidents and improve firefighter safety.
- **San Antonio Traveler Real-Time Information Portal (SATRIP)** – Install sensors to collect data and enhance information sharing with the public to include real-time traffic data, high water detection, and pedestrian detection.
- **LED Streetlights** – Increase neighborhood safety by installing 1,150 new LED streetlights.
- **Illegal Dumping Cameras** – Install cameras at illegal dumping hotspots to increase enforcement capabilities.
- **Digital Community Kiosks** – Better communicate information to residents and visitors by placing digital kiosks at key locations throughout the City.
- **3-1-1 Mobile Application** – Implement a new mobile app to improve customer interface for city service requests.
- **Parks Mobile Application** – Better connect residents to park features and events.
- **Solar Benches** – Install solar charging benches with WiFi capability to increase internet connectivity at park amenities.

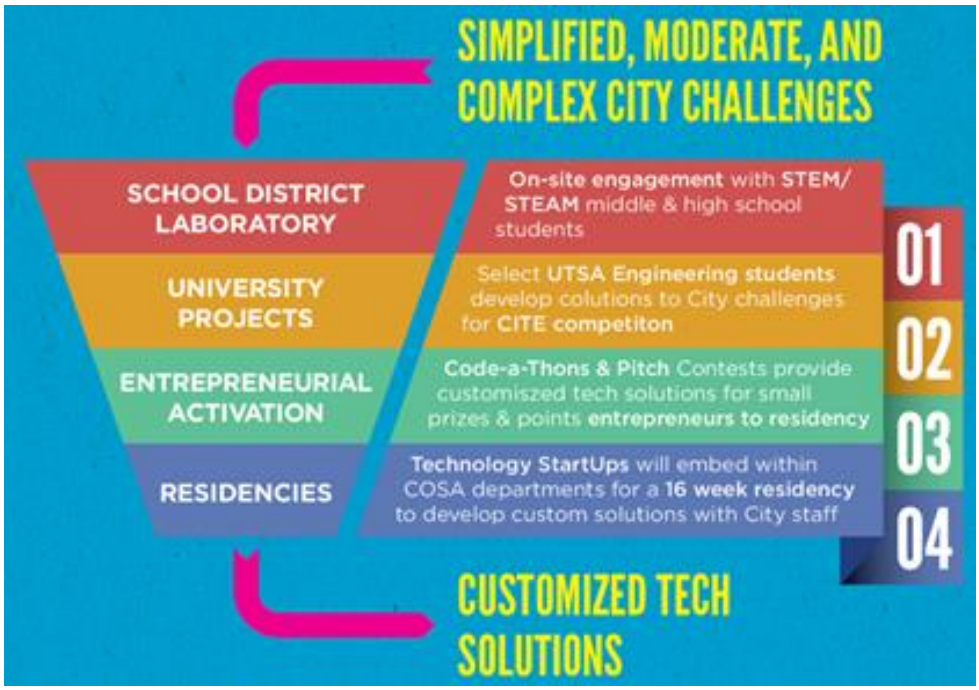
Throughout FY 2018 the Office of Innovation will work with City departments to monitor the pilot projects listed above to determine their return on investment and if they should be expanded.

TechSAport

TechSAport is a new Office of Innovation program that provides assistance in promoting and growing our San Antonio technology ecosystem. The objective of the program is to open "ports of entry" within our local government to groups and individuals that are interested in developing technology solutions and skills that benefit the community. To meet this goal, techSAport provides various services, which include:

1. **Residency Program** – a 16 week program where selected startups would tackle pre-defined challenges and develop customized technology solutions that address these specific City needs.
2. **Entrepreneurial Engagement** – custom community events that expose and cultivate entrepreneurial development. Activities surrounding this engagement can include events such as civic-focused code-a-thons.
3. **Academic Engagement** – coordinating and partnering with our San Antonio public schools, colleges, and universities to develop specialized activities that build technology and innovation skill sets that can both benefit students and our local community.

Figure 1 – techSAport Initiatives



Employee Compensation and Benefits

Civilian Compensation & Benefits

The FY 2018 Proposed Budget includes funding for increases to civilian compensation including revisions to the Step Pay Plan, a 1% cost of living adjustment, and performance pay for professionals, managers, and executives. Also included is a cost of living adjustment for civilian retirees equivalent to approximately 1.452% of their annuity, consistent with TMRS rules.

Cost of Living Adjustment The FY 2018 Proposed Budget includes a 1% cost of living pay adjustment for all regular full-time and part-time civilian employees, effective October 2017.

Pay Plan Employees	
Cost of Living	1%
Entry Wage	$14.25
Step Pay Plan	2% to 4%





Managerial & Professional	
Cost of Living	1%
Performance Pay	0% to 4%

Entry Wage Adjustment The FY 2018 Proposed Budget continues the plan to reach $15 per hour entry wage by increasing the lowest entry wage for all regular full-time and part-time civilian employees from $13.75 per hour to $14.25 per hour effective January 2018.

Step Pay Plan The FY 2018 Proposed Budget restructures the step pay plan to address compression issues created by the entry wage and reducing the number of steps to make the step pay plan easier to understand. The new step structure provides 4%, 3%, or 2% step increases as an employee progresses in the step plan. The new step plan ties step movement to performance, and future progression would occur annually when employees' ratings are at "achieves expectations or higher". Implementation of the new pay plan structure would result in 1,525 step employees receiving a lower increase for FY 2018, than what they would receive under the old step pay plan. However, the FY 2018 Proposed Budget includes a lump sum adjustment to ensure every step employee receives at a minimum the same salary increase that they would have under the previous step pay plan.

Performance Pay The FY 2018 Proposed Budget includes funding for performance pay for professionals, managers, and executives as a method to reward strong performance through base salary increases. Employees hired by April 1, 2017 would be eligible and increases would be based on performance evaluations. A total of 3% of salaries has been allocated for performance pay.

Transportation Allowance The FY 2018 Proposed Budget includes an increase in employees' monthly transportation allowance which is used primarily to pay for downtown parking costs. The monthly allowance would increase from $45 to $65.

Uniform Employees

Police On June 13, 2016, the City of San Antonio and the San Antonio Police Officer's Association reached an agreement in collective bargaining which resulted in adjusting uniform healthcare in exchange for the following Police benefit changes in FY 2018:

Police Uniform	Fire Uniform
Settlement Agreement • 3% Salary increase • $100 in additional clothing allowance • 3% Longevity for eligible employees (every 5 years) • 2% Step for eligible employees	Evergreen • 3% Longevity for eligible employees (every 5 years) • 2% Step for eligible employees

Police Uniform compensation in the FY 2018 budget is consistent with this agreement.

Fire In accordance with the Collective Bargaining Agreement dated May 2011, firefighters are compensated according to a step and rank schedule with step increases based on education and seniority. In addition to firefighter salaries, firefighters are also compensated based on their length of service and acquired certifications. Among a number of certifications, firefighters are compensated for receiving Education, E.M.T., Paramedic, and/or Fire certifications. Each firefighter also receives a clothing allowance of $720 per year.

Fire Uniform compensation in the FY 2018 budget is consistent with this agreement.

Healthcare Benefits

Active Civilian Employees The City continues to offer employees a choice in health plans to best meet their individual needs. The City is self-insured for health benefits, meaning the City and employees share all health care costs.

In FY 2018, the City would introduce the Benefits Value Advisor and Member Rewards programs. These programs would help employees select best quality and value medical services through a concierge service and receive financial rewards for using this program and choosing best value services.

The City is also changing its cost share goals with employees. Currently, the City has a monthly premium cost share goal of 80%/20% (City/Employee) for employees hired before 2009 and 70%/30% for employees hired in 2009 or later. The City is changing to an Adequacy of Benefits goal that incorporates not just monthly premiums but all out of pocket medical expenses including deductibles, copays, etc. The new Adequacy of Benefits goal is 70%/30% for employees hired before 2009 and 67%/33% for employees hired in 2009 or later.

For 2018, employees would continue to have the option of participating in the Consumer Choice Preferred Provider (PPO) or the New Value PPO. For those in Consumer Choice, the City would provide a $500 annual contribution ($1,000 for family) to an employee's Health Savings Account (HSA). The Consumer Choice plan continues to promote consumerism and encourages employees to take a more active role in managing their health care – placing more of their health care decisions in their hands. The Consumer Choice plan would continue to have premiums lower than the other health plan options. This year we are proposing plan design changes to better align with the current healthcare market while keeping biweekly contribution rates as low as possible. There would be deductible increases in both the New Value and CDHP plans. There would be a small increase in the out of pocket maximum in the New Value plan. See the chart on the following page for plan designs.

FY 2018 Proposed Plan Design Changes
Active Civilian Employees

New Value	Current Plan - 2017		Proposed Plan - 2018	
	In-Network	Out-Network	In-Network	Out-Network
Deductible (Single/Family)	$1,250 / $2,500	$2,500 / $5,000	$1,500 / $3,000	$3,000 / $6,000
Max Out of Pocket (Single/Family)	$3,000 / $6,000	$6,000 / $12,000	$3,500 / $7,000	$7,000 / $14,000
Consumer Choice	**Current Plan - 2017**		**Proposed Plan - 2018**	
	In-Network	Out-Network	In-Network	Out-Network
Deductible (Single/Family)	$1,300 / $2,600	$2,600 / $5,200	$2,000 / $4,000	$4,000 / $8,000
Max Out of Pocket (Single/Family)	$4,000 / $8,000	$8,000 / $16,000	$4,000 / $8,000	$8,000 / $16,000

The FY 2018 Proposed Budget includes premium changes for both plans. Employee monthly contributions increase between $2 and $73 depending on selected plan and coverage tier, a lower contribution increase than in recent years. Ninety percent of employees would experience rate increases less than $20 per pay check. Additionally, there are no plan design changes for the dental or vision plans.

FY 2018 Proposed Monthly Premiums for
Active Civilian Employees

New Value	Current Plan - 2017		Proposed Plan - 2018	
	Pre-2009	Post-2009	Pre-2009	Post-2009
Employee Only	$72	$162	$80	$177
Employee + Child(ren)	$188	$382	$210	$416
Employee + Spouse	$352	$607	$395	$662
Employee + Family	$476	$815	$534	$888
Consumer Choice	**Current Plan - 2017**		**Proposed Plan - 2018**	
	Pre-2009	Post-2009	Pre-2009	Post-2009
Employee Only	$17	$41	$19	$45
Employee + Child(ren)	$30	$68	$33	$74
Employee + Spouse	$86	$192	$96	$209
Employee + Family	$122	$272	$136	$296

Uniform Police Employees Uniform Police employees would continue to receive the same health benefits as last year that resulted from the mediated settlement agreement between the City of San Antonio and the San Antonio Police Association. There are two plans available to choose from, the Value Plan and the Consumer Directed Health Plan (CDHP)

Uniform Police Plans	Value Plan		CDHP	
	In-Network	Out-Network	In-Network	Out-Network
Deductible (Single/Family)	$500 / $1,000	$1,500 / $3,000	$3,000 / $6,000	$4,500 / $9,000
Max Out of Pocket (Single/Family)	$1,500 / $3,000	$3,000 / $6,000	$3,000 / $6,000	$4,500 / $9,000

Uniform employees participating in the Consumer Directed Health Plan (CDHP) would receive $1,500 annually as a contribution from the City in their Health Savings Accounts. Like the Civilian Consumer Choice plan, the Uniform CDHP encourages Uniform employees to take an active role in managing their health care. The Uniform CDHP Plan is a high deductible plan, but covers 100% of all participant and their family member premiums.

The Uniform Police Value Plan provides a lower deductible option that would also cover 100% of the premiums for each Uniform employee. However, participants would be responsible to pay for coverage for their family members.

FY 2018 Monthly Premiums for Active Uniform Employees

Uniform Police	Value Plan	CDHP
Employee Only	$0	$0
Employee + Child(ren)	$55	$0
Employee + Spouse	$83	$0
Employee + Family	$138	$0
Health Savings Account	N/A	$1,500

Firefighter Healthcare Firefighters currently do not pay premiums for themselves or their dependents. The annual deductible is $250 for an individual or $500 for a family. The Out-of-Pocket maximum is $500 for an individual and $1,500 for families.

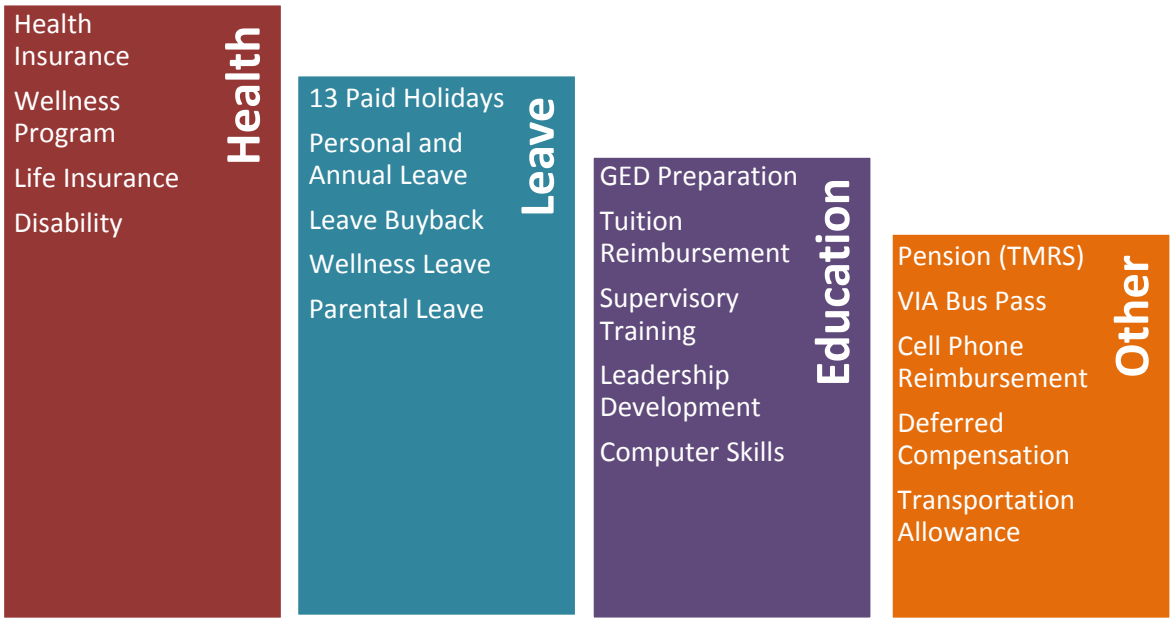
Retiree Civilian Benefits The City remains committed to providing health care insurance for retired City employees. Non-Medicare eligible retirees are eligible for the same health care plan options as active civilian employees, including Consumer Choice PPO with a health savings account and New Value PPO. The Non-Medicare retiree monthly premiums would remain the same as those charged in FY 2017. Health care benefits are also provided to Medicare-eligible retirees through a Medicare Advantage plan. The FY 2018 Proposed Budget includes a 1.452% increase for retiree civilian benefits for ad hoc cost of living adjustment.

FY 2018 Proposed Monthly Premiums for Pre-65 Retired Employees

2017/2018 Retiree Healthcare				
	19 or Less Years	**20 to 24 Years**	**25 to 29 Years**	**30+ Years**
CDHP				
Employee Only	$303	$241	$222	$204
Employee + 1	$631	$474	$429	$409
Employee + 2	$911	$682	$617	$583
New Value				
Employee Only	$401	$331	$306	$277
Employee + 1	$778	$617	$561	$522
Employee + 2	$1,088	$860	$780	$724

Employer of Choice

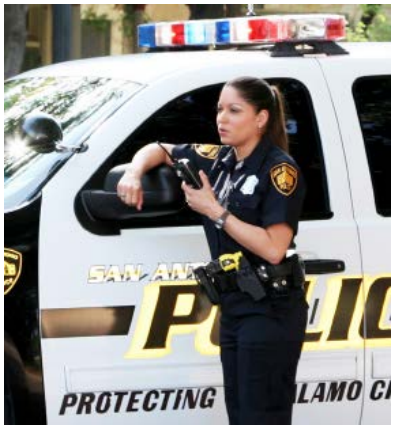
The City of San Antonio continues to strive to be an "employer of choice" in our community. One of the tools the City uses to achieve and maintain this status is the availability of a robust benefits offering for employees. The graphic on the following page provides a summary of those offerings.



To help solidify the City of San Antonio as an employer of Choice, the following policies would become effective October 1, 2017:

Reemployment – Bridged Leave & Grandfathered Health Premiums This program would allow employees who leave the City and return within 5 years to have service bridged for leave accrual and have access to current rates for grandfathered benefits premiums. Upon rehire, if employed full-time within the past 5 years, the employee would begin accruing leave based on the years of service when they separated. Also, the employee would also have access to current grandfathered benefits premium rates.

Tuition Reimbursement Program Currently employees who wish to take the GED exam must pay $145 in testing fees. The tuition reimbursement program would be expanded to make these testing fees reimbursable if the employee passes the exam. The City currently offers free GED preparation courses and reimbursement of these fees would incentivize participation in GED programs.









PROGRAM CHANGES

Improvements

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
311 Customer Service				
Add 5 Part-Time Staff for Call Center Adds funding for 5 part-time 311 Customer Service Representative positions at the 311 Call Center. The addition of these positions would enable 80% of all 311 calls to be answered within 45 seconds.	61,488	81,984	5	0
311 Customer Service Total	61,488	81,984	5	0
Animal Care Services				
Add 1 Community Based District Officer Adds 1 Community Based District Officer (ACO) to support high impoundment districts to engage community via grassroots effort that promotes responsible pet ownership. Designated ACOs have been added in prior year budgets to CD 2, 3, 4 and 5.	109,556	55,315	1	0
Animal Care Services Total	109,556	55,315	1	0
City Clerk				
Add 1 Position to Passport Division Adds 1 Administrative Assistant position to provide additional coverage for processing passport applications at Municipal Archives and Records Facility.	36,452	43,476	1	0
City Clerk Total	36,452	43,476	1	0
City Manager				
Add 1 Immigration Community Liaison Adds 1 Immigration Community Liaison position to increase and strengthen coordination between City and community stakeholders and connect immigrant community to services.	95,313	90,813	1	0
City Manager Total	95,313	90,813	1	0

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Economic Development				
Add 2 Positions to International Relations Office Adds 2 Special Projects Manager positions to assist in initiating, managing and coordinating efforts in the International Relations Office, to include; international engagement in San Antonio's 2018 Tricentennial celebrations, official Sister City activities, and collaborating with local colleges and universities to promote San Antonio as a higher education destination for international students.	162,390	162,390	2	0
Recapitalize the San Economic Development Corporation (SAEDC) Investment Fund Adds funding in the amount of $100,000 to recapitalize the San Antonio Economic Development Corporation (SAEDC) Investment Fund. This improvement would support SAEDC investing in 2 to 3 local startup companies to foster entrepreneurship and spur innovation in targeted industries.	100,000	0	0	0
Economic Development Total	262,390	162,390	2	0
Equity Office				
Add 1 Special Projects Manager Adds 1 Special Projects Manager position to the Diversity & Inclusion Office. This would support the implementation of the City's Racial Equity Strategy and strengthen community awareness and involvement.	64,747	80,750	1	0
Equity Office Total	64,747	80,750	1	0

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Fire				
Add 1 EMS Unit - Medic #32 Adds 1 new EMS Unit (12 Paramedics) at Fire Station #32, located in the Medical Center area, to address the high volume of calls caused by a growing population in the area.	1,051,650	1,740,910	0	12
Add 1 Ladder Truck Company Adds 1 new ladder truck company to improve ladder truck coverage and response time. 15 positions would be added to include 2 Captains, 3 Engineers, 1 Lieutenant, and 9 Firefighters.	1,490,391	2,166,764	0	15
Add 1 Trainer Adds 1 Trainer to provide rehabilitation of injured personnel and decrease the time needed to return to work from an injury. Funding from temporary staffing is being reallocated to this position for a net cost of $47,635.	47,635	40,635	1	0
Foster Road Commercial Corridor Annexation Adds 15 fire fighters and 1 engine for the Foster Road Commercial Corridor Annexation.	2,540,100	2,166,764	0	15
Fire Total	5,129,776	6,115,073	1	42

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Health				
Air Quality Study Adds funds to conduct an analysis of the City's air quality and to provide recommendations to improve the quality of the air in the City.	45,000	0	0	0
Continuation of Regional Community Education and Outreach for Nonattainment of Air Quality Adds funding to continue the public education campaign focused on informing the public about the economic and public health impacts of air quality nonattainment.	105,000	0	0	0
Fitness Council Efficiency Redirects funding from a Special Projects Manager to a Management Analyst to provide support to the Fitness Council initiatives to include the student ambassador program and the healthy workplace initiative.	0	0	0	0
Health Total	150,000	0	0	0
Human Services				
Senior and Community Center Furniture Replacement Adds funding to replace furniture at 3 Senior Community Centers: the District 5 Senior Center, Kenwood Community Center, and Frank Garrett Community Center.	237,000	0	0	0
Human Services Total	237,000	0	0	0

GENERAL FUND IMPROVEMENTS

FUND / Department / Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Library				
Library Furniture and Fixture Replacement	362,500	0	0	0
Adds funding to replace furniture and fixtures at 3 Libraries: the Thousand Oaks, Pan American, and Cody Branch Libraries.				
Library Resources Funding	450,000	600,000	0	0
Adds funding to provide increased availability of digital and print content. This is part of a two year plan to restore Library Resources funding reduced in FY 2016 and FY 2017 due to changes in the Bexar County Interlocal Agreement.				
Library Total	812,500	600,000	0	0

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Neighborhood and Housing Services Department				
Add 4 Positions for Neighborhood Engagement Provides funding for 4 positions, including 1 Neighborhood Engagement Strategist and 3 Neighborhood Engagement Officers. The 4 positions would facilitate community outreach and engagement related to City programs and services, and serve as a navigator to connect neighborhoods with City resources.	254,830	317,697	4	0
Let's Paint Home Improvement Program Provides funding in the amount of $200,000 to support the Let's Paint Home Improvement Program in Council District 5 and $200,000 in Council District 4. The Let's Paint Home Improvement Program is a community development program designed to assist up to 28 home owners in each district with exterior paint and minor exterior repairs for their homes.	400,000	0	0	0
San Antonio Local Initiatives Support Corporation (LISC) Extension Provides funding to extend support for Local Initiatives Support Corporation (LISC) which support neighborhood revitalization. The total City commitment is $500,000 with $250,000 planned in FY 2018 & $250,000 planned in FY 2019.	250,000	250,000	0	0
Under 1 Roof Residential Roof Repair Program Provides resources for the Under 1 Roof Program in an amount of $500,000 for up to 28 owner-occupied single family homes in Council District 1. A roof composition of light-colored materials with high reflectance would be used to stabilize home maintenance and lower utility bills.	500,000	0	0	0
Neighborhood and Housing Services Department Total	1,404,830	567,697	4	0

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Office of EastPoint				
Eastpoint Sustainability Initiative Provides funds to begin transitioning the EastPoint reinvestment initiative to SAGE as the coordinating agency to sustain this initiative. Funds would be used to support SAGE operationally through this transition.	114,000	114,000	0	0
Office of EastPoint Total	114,000	114,000	0	0
Planning Department				
Comprehensive Plan Implementation Provides funding to support Year 2 of the 5-year Comprehensive Plan Implementation Strategy. Year 2 costs include 4 Regional Center Plans, 2 Community Plans, continued outreach and support for SA Tomorrow, a Neighborhood Summit, and translation services.	1,150,000	1,150,000	0	0
Northeast Corridor Grant Provides additional funding of $400,000 for the Northeast Corridor Grant program for a total of $500,000. The grant program provides funds to assist with the cost of façade, landscape, and signage improvements along the Northeast Corridor.	400,000	0	0	0
Video and Translation Services Provides funding for video and translation services related to SA Tomorrow.	65,450	0	0	0
Planning Department Total	1,615,450	1,150,000	0	0

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Police				
Add 1 Position and Temporary Staff for a Community Engagement Program Adds 1 Management Analyst position and 2 temporary staff to help improve police relations with residents in high-crime areas through a new community engagement program.	177,890	149,958	1	0
Add 8 SAFFE Officers to Improve Community Based Policing Adds 8 SAFFE Officer positions (San Antonio Fear Free Environment) to improve SAPD community involvement and improve relationships with neighborhoods. Officers would be assigned based on an equity and needs assessment.	788,743	878,754	0	8
Babcock Commercial Corridor Annexation Adds 1 police officer for the Babcock Commercial Corridor Annexation.	77,691	143,596	0	1
Foster Road Commercial Corridor Annexation Adds 2 police officers for the Foster Road Commercial Corridor Annexation.	144,410	235,337	0	2
Increase Sworn Officers - COPS Hiring Grant Cash Match Adds 25 uniform officer positions and 10 vehicles as part of the Police Department's goal to add 25 officers to the force each year.	1,277,289	2,075,612	0	25
Phase II of 911 Call Center Improvement Adds 34 positions to the 911 Call Center as part of a second phase to decrease wait time for 911 calls.	1,031,155	1,748,854	34	0
Police Total	3,497,178	5,232,111	35	36

GENERAL FUND IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Sustainability				
Climate Action Plan Adds 1 Special Projects Manager position to oversee and manage the Climate Action & Adaptation Plan.	64,747	80,750	1	0
Sustainability Total	64,747	80,750	1	0
Transportation & Capital Improvements				
Establish Pavement Markings Maintenance Program Adds funding to maintain roadway markings throughout San Antonio. This improvement would allow for a maintenance cycle of 3 to 5 years.	4,652,160	4,652,160	0	0
Traffic Calming Devices Adds funding for the implementation of a dedicated traffic calming program. This program would include engineering services, equipment, materials, and construction for permanent and quick response installations. This would also include the purchase of 6 radar speed trailers.	1,000,000	0	0	0
Unimproved Alley Maintenance Pilot Program Adds funding for a Pilot Maintenance Program that would repair up to 6 center lane miles of non-service alleys throughout San Antonio.	250,000	0	0	0
VIA Funding Adds funding to provide for frequency improvements on 10 VIA public transportation bus routes, as well as travel time and capacity improvements along 7 major corridors.	4,300,000	4,300,000	0	0
Transportation & Capital Improvements Total	10,202,160	8,952,160	0	0
GENERAL FUND TOTAL	23,857,587	23,326,519	52	78

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
ADVANCED TRANSPORTATION DISTRICT FUND				
Transportation & Capital Improvements				
Establish a Pavement Markings Maintenance Program	142,235	114,273	2	0
Adds funds for an Engineering Technician and Operations Lead to manage and deliver the Pavement Markings Maintenance Program.				
Intelligent Transportation System	375,000	375,000	0	0
Adds funding for radar detection equipment at 3 intersections, camera monitoring systems at 19 intersections, and backup batteries at 8 intersections.				
Transportation & Capital Improvements Total	517,235	489,273	2	0
ADVANCED TRANSPORTATION DISTRICT FUND TOTAL	517,235	489,273	2	0

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
AIRPORT OPERATING & MAINTENANCE FUND				
Aviation				
Add 1 Fire Protection Specialist Position Adds 1 Fire Protection Specialist position to review plans for conformance with the International Fire Code and provide technical assistance to consultants and contractors on fire sprinklers, fire alarm, and detection systems. This would result in a net savings of $32,014.	55,986	71,077	1	0
Add 1 Position for Art, Music, Culture, and History Curator Adds 1 position to manage an art program at the airport. The position would work with City departments and the community to procure, install and maintain all public artwork at the airport.	44,818	51,230	1	0
Add 2 Positions for Airport Police Adds 2 Airport Police Patrol Officer positions to provide adequate coverage during the night shift. The positions would increase the availability of a patrol unit.	102,005	116,367	2	0
Add 2 Positions for Facilities Maintenance Adds 1 Maintenance Crew Leader position and 1 Building Maintenance Supervisor position to provide additional supervision for facility maintenance crews. These 2 positions would prioritize, schedule work and supervise maintenance staff. It is anticipated that there would be a 50% increase in proactive maintenance.	78,561	97,597	2	0
Add 2 Positions for the Airport Integrated Control Center (AICC) Telecommunicator II Adds 2 Telecommunicator II positions to provide day-to-day employee oversight and functional supervision at the Airport Integrated Control Center.	89,233	112,855	2	0
Add 4 Positions for Custodial Maintenance Adds 3 Maintenance Worker positions and 1 Crew Leader position to provide more proactive, regularly scheduled maintenance at the San Antonio International Airport.	124,473	153,586	4	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
AIRPORT OPERATING & MAINTENANCE FUND				
Aviation				
Airport Rescue and Fire Fighter (ARFF) Training Coordinator Adds 1 ARFF Training Coordinator as recommended by the Federal Aviation Administration (FAA) to provide initial training to personnel and provide instruction and training on an annual basis. The coordinator would be responsible to maintain required curricula, personnel training and equipment maintenance records and oversee fueling agents by conducting quarterly required inspections of the facilities and training records.	65,935	84,851	0	1
Aviation Total	561,011	687,563	12	1
AIRPORT OPERATING & MAINTENANCE FUND TOTAL	561,011	687,563	12	1

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
CAPITAL MANAGEMENT SERVICES FUND				
Transportation & Capital Improvements				
Add 1 Landscape Architect for the Vertical Parks Division In FY 2017 voters approved an $850 million bond program which included 79 Park projects. This would add funding for 1 Landscape Architect position to the Vertical Parks Division to assist with the new 2017 Bond Park Projects.	66,550	83,671	1	0
Add 2 Positions to the Contracts Division Adds funding for 2 positions to the Support Services Contract Division (1 Contract Manager and 1 Contract Officer). These positions would support the solicitation, management and compliance of the $850 million 2017 Bond Program, $88 million IMP and other capital projects.	101,527	126,179	2	0
Add 5 Positions for Project Delivery Horizontal Division In FY 2017 voters approved an $850 million bond program which included 180 projects. This would add funding for 5 positions to the TCI Project Delivery Horizontal Division which supports and facilitates the timely and efficient delivery of the 2017 Bond Program and City capital projects.	401,179	420,265	5	0
Memorandum of Understanding (MOU) with CPS Energy to Fund 1 Position Adds 1 position with CPS Energy to provide environmental support services and streamline environmental activities for improvements as they relate to City construction projects. As part of this agreement, CPS Energy would pay for capital, administrative and consultant charges associated with their work. This would be a recurring agreement similar to the MOU incorporated during the late stages of the 2012 Bond.	55,355	70,745	1	0
Neighborhood Improvements Bond Implementation Adds 1 Project Manager position and 2 Senior Real Estate Specialist positions to implement the $20 million Neighborhood Improvements Bond. These positions would identify and evaluate potential properties for acquisition, negotiate contracts, evaluate development proposals, and implement development contracts.	176,036	212,397	3	0
Transportation & Capital Improvements Total	800,647	913,257	12	0

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
CAPITAL MANAGEMENT SERVICES FUND				
CAPITAL MANAGEMENT SERVICES FUND TOTAL	800,647	913,257	12	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
COMMUNITY & VISITOR FACILITIES FUND				
Convention & Sports Facilities				
Add 5 Positions for Convention Center Security Adds 5 Security Guard positions at the Convention Center to enhance facility security. This transition would increase the number of security guards from 11 to 16 and improve security services by providing better surveillance and monitoring of the facility and surrounding property.	183,611	227,774	5	0
Convention & Sports Facilities Total	183,611	227,774	5	0
COMMUNITY & VISITOR FACILITIES FUND TOTAL	183,611	227,774	5	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
DEVELOPMENT SERVICES FUND				
Development Services				
Add 1 Position for Unified Development Code/Neighborhood Conservation Districts Adds 1 Planning Coordinator position that would improve coordination of permits reviewed in Neighborhood Conservation Districts, Corridor Overlay Districts, approved Conditional Uses and Specific Use Authorizations. This position would also perform inspections to ensure compliance with the zoning districts.	64,992	76,027	1	0
Southern Edwards Plateau - Habitat Conservation Plan Adds funding for the Southern Edwards Plateau effort and for a Development Services Manager position to develop a Habitat Conservation Plan. This position would manage and enroll applicants in the habitat plan to ensure compliance with the Endangered Species Act and assist with the day to day administriation of the policy.	74,357	88,116	1	0
Development Services Total	139,349	164,143	2	0
DEVELOPMENT SERVICES FUND TOTAL	139,349	164,143	2	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department **Program Change Title and Description**	**FY 2018 Amount**	**Recurring Amount**	**Civilian Positions**	**Uniform Positions**
INFORMATION TECHNOLOGY SERVICES FUND				
Information Technology Services				
Add 1 Position for IT Security	25,887	31,455	1	0
Adds 1 IT Security Analyst position to process identification and facility access requests for employees and non-employees of the city.				
Information Technology Services Total	25,887	31,455	1	0
INFORMATION TECHNOLOGY SERVICES FUND TOTAL	25,887	31,455	1	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
PARKING OPERATING & MAINTENANCE FUND				
Center City Development & Operations				
Add 1 Position for Marketing & Graphic Design	52,341	60,061	1	0
Adds 1 Management Analyst position focused on providing marketing and graphic design services, as well as social media and website maintenance assistance.				
Residential Permit Parking Program Signage	150,000	0	0	0
Adds funding to install 350 signs for a pilot Residential Permit Parking Program on select streets in the Lavaca and King William neighborhoods as recommended by the traffic impact study conducted in the King William and Lavaca Neighborhoods.				
Center City Development & Operations Total	202,341	60,061	1	0
PARKING OPERATING & MAINTENANCE FUND TOTAL	202,341	60,061	1	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
PURCHASING & GENERAL SERVICES FUND				
Finance				
Add 1 Position for Data Maintenance Adds 1 Master Data Senior Analyst position to provide financial data maintenance to master data records related to materials, customers, vendors, grants, banking, capital projects, and accounting.	55,354	70,745	1	0
Finance Total	55,354	70,745	1	0
PURCHASING & GENERAL SERVICES FUND TOTAL	55,354	70,745	1	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
SELF-INSURANCE WORKERS' COMPENSATION FUND				
Risk Management				
Safety Management System	270,021	166,708	2	0
Adds 1 Occupational Health & Safety Analyst and 1 Occupational Health & Safety Manager position to implement a Safety Management System (SMS). The SMS would improve the management and reporting of occupational health and safety risks by tracking and monitoring risk assessments, audits, inspections and incident management processes.				
Risk Management Total	270,021	166,708	2	0
SELF-INSURANCE WORKERS' COMPENSATION FUND TOTAL	270,021	166,708	2	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
SOLID WASTE OPERATING & MAINTENANCE FUND				
Solid Waste Management				
Contamination Reduction Strategy	790,787	499,347	8	0
Adds 8 Route Inspector positions and 11 right-hand drive inspection vehicles to implement a program which would reduce contamination and provide for outreach and education on recycling and organics.				
Right Size Organics Routes	862,218	2,369,338	9	0
Adds 9 Side Loader Equipment Operator positions and 9 refuse trucks to address the higher participation rate in the organics program.				
Solid Waste Management Total	1,653,005	2,868,685	17	0
SOLID WASTE OPERATING & MAINTENANCE FUND TOTAL	1,653,005	2,868,685	17	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
STORM WATER OPERATING FUND				
Transportation & Capital Improvements				
Initiate Herbicide Program and Improve Median Mowing Adds funding to contract out existing median mowing services and realign an existing City median mowing crew to address the additional 95 acres received in the TxDOT Turnback Program. This improvement also includes funding for 1 herbicide truck and accompanying chemicals.	362,881	322,005	0	0
Transportation & Capital Improvements Total	362,881	322,005	0	0
STORM WATER OPERATING FUND TOTAL	362,881	322,005	0	0

RESTRICTED FUNDS IMPROVEMENTS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
STORM WATER REGIONAL FACILITIES				
Transportation & Capital Improvements				
Add 1 Position for Floodplain Management Adds 1 Special Projects Manager position to the Floodplain Management Team which would reduce the number of weekly drainage and floodplain reviews performed per individual. This would more closely match the Development Services Department service level agreements.	67,542	82,795	1	0
Transportation & Capital Improvements Total	67,542	82,795	1	0
STORM WATER REGIONAL FACILITIES TOTAL	67,542	82,795	1	0

Mandates

GENERAL FUND MANDATES

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Park Police				
Park Police - Linear Creekway Security Adds funding for 2 Park Police Officers in FY 2018 for increased security along creekway trails, to include Salado Creek, Mission Reach to Stinson & Leon Creek at Prue Road.	197,355	222,294	2	0
Park Police Total	197,355	222,294	2	0
Parks & Recreation				
Parks Acquisition and Development Adds funding for maintenance of additional acres, facilities, and parks developed through bond issues, grants, and other funds. In FY 2018, the department is requesting funds for maintenance of 115 new park amenities at over 28 locations.	373,439	404,840	3	0
Parks Linear Creekway Operations & Maintenance Adds funding for 4 positions and associated equipment, supplies, and services to support the dedicated patrol and security of additional miles of creekway and multi-use trails acquired through sales tax revenues. In FY 2018, it is estimated that 3.5 miles of trail with 18 additional amenities and 16 new acres would be completed.	403,041	439,516	4	0
Parks & Recreation Total	776,480	844,356	7	0
Police				
COPS Grant Provides funding for the third year cash match for the FY 2016 COPS grant which funds 4 uniform positions.	79,801	150,541	0	0
Police Total	79,801	150,541	0	0
GENERAL FUND TOTAL	1,053,636	1,217,191	9	0

FUND

Department **Program Change Title and Description**	**FY 2018 Amount**	**Recurring Amount**	**Civilian Positions**	**Uniform Positions**
COMMUNITY & VISITOR FACILITIES FUND (NON-DEPARTMENTAL)				
Convention & Sports Facilities				
Convention Visitors Bureau (CVB) / Visit San Antonio (VSA) Hosting Obligations Provides funding for annual contractual obligations to support 37 major conventions, meetings and events.	3,156,880	2,590,632	0	0
Convention & Sports Facilities Total	3,156,880	2,590,632	0	0
COMMUNITY & VISITOR FACILITIES FUND (NON-DEPARTMENTAL) TOTAL	3,156,880	2,590,632	0	0

Reductions

GENERAL FUND REDUCTIONS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
GENERAL FUND				
Economic Development				
Eliminate Lone Star Rail District Membership	50,000	50,000	0	0
Eliminates funding for the Lone Star Rail District membership. The Lone Star Rail District, previously named the Austin-San Antonio Commuter Rail District, is an independent public agency and a political subdivision of the State of Texas. The project is on hold for the foreseeable future.				
Economic Development Total	50,000	50,000	0	0
Human Services				
Utility Assistance Program Efficiency	377,131	377,131	5	0
In 2017 the Human Services Department implemented a new program to accept utility assistance applications electronically and by mail resulting in more efficient processing of applications. This efficiency reduces 5 of the 7 positions dedicated to the Utility Assistance Program to include 2 Community Services Supervisors and 3 Community Service Specialists. This efficiency would not impact the number of households served.				
Human Services Total	377,131	377,131	5	0
GENERAL FUND TOTAL	427,131	427,131	5	0

RESTRICTED FUNDS REDUCTIONS

FUND

Department Program Change Title and Description	FY 2018 Amount	Recurring Amount	Civilian Positions	Uniform Positions
MUNICIPAL COURT JUVENILE CASE MANAGER FUND				
Municipal Court				
Case Manager Reduction	135,183	135,183	2	0
Reduces 2 positions within the Juvenile Case Manager Program: 1 Juvenile Case Manager Attorney and 1 Municipal Court of Record Clerk.				
Municipal Court Total	135,183	135,183	2	0
MUNICIPAL COURT JUVENILE CASE MANAGER FUND TOTAL	135,183	135,183	2	0

Revenues

ALL FUNDS REVENUE ENHANCEMENTS

FUND / *Department* / Revenue Enhancement Descriptions	FY 2017 Rate	FY 2018 Rate	New Revenue Amount
COMMUNITY & VISITOR FACILITIES FUND			
Convention & Sports Facilities			
Alamodome Facility Renewal & Improvement Fee	$1.50	$3.00	$752,363
Alamodome Parking Fee	$15	$20	$820,756
Convention Center Merida Plaza Rental Fee	N/A	$2,500	$20,000
Convention Center River View Terrace Rental Fee	N/A	$850	$14,450
COMMUNITY & VISITOR FACILITIES FUND Total			**$1,607,569**

ALL FUNDS REVENUE ENHANCEMENTS

FUND / *Department* / Revenue Enhancement Descriptions	FY 2017 Rate	FY 2018 Rate	New Revenue Amount
SOLID WASTE OPERATING & MAINTENANCE FUND			
Solid Waste Management			
Monthly Solid Waste Fee	Small Garbage Cart: $18.19 per month; Medium Garbage Cart: $18.69 per month; Large Garbage Cart: $19.94 per month	Small Garbage Cart: $17.69 per month; Medium Garbage Cart: $19.69 per month; Large Garbage Cart: $22.44 per month	$8,841,342
SOLID WASTE OPERATING & MAINTENANCE FUND Total			**$8,841,342**

ALL FUNDS REVENUE ENHANCEMENTS

FUND / *Department* / Revenue Enhancement Descriptions	FY 2017 Rate	FY 2018 Rate	New Revenue Amount
STORM WATER OPERATING FUND			
Transportation & Capital Improvements			
Monthly Storm Water Utility Fee	Residential: < 2,750 sq ft: $3.45; 2,750 - 4,220 sq ft: $4.55; > 4,220 sq ft: $9.61 Non-Residential: Base Flat Fee: $61.92 plus Impervious Charge (IC) Fee: < 20% IC: $0.28 per 1,000 sq ft; 20%-40% IC: $0.41 per 1,000 sq ft; 40%-65% IC: $0.54 per 1,000 sq ft; > 65% IC: $0.68 per 1,000 sq ft;	Residential: < 2,750 sq ft: $3.60; 2,750 - 4,220 sq ft: $4.74; > 4,220 sq ft: $10.02 Non-Residential: Base Flat Fee: $64.53 plus Impervious Charge (IC) Fee: < 20% IC: $0.29 per 1,000 sq ft; 20%-40% IC: $0.43 per 1,000 sq ft; 40%-65% IC: $0.56 per 1,000 sq ft; > 65% IC: $0.71 per 1,000 sq ft;	$2,042,202
STORM WATER OPERATING FUND Total			**$2,042,202**

Personnel Schedule & Holiday Schedule

PERSONNEL SCHEDULE
BY FUND AND DEPARTMENT
FY 2018 PROPOSED BUDGET

GENERAL FUND	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 PROPOSED	NET CHANGE IN POSITIONS
Animal Care Services	130	135	136	1
Center City Development & Operations	66	63	63	0
City Attorney	66	65	65	0
City Auditor	23	23	23	0
City Clerk	32	32	33	1
City Manager	17	17	19	2
Code Enforcement Services	146	146	146	0
311 Customer Service	0	40	45	5
Eastpoint	4	4	4	0
Economic Development	33	34	37	3
Finance	103	103	103	0
Fire	1,827	1,797	1,840	43
Government & Public Affairs	73	34	34	0
Health	116	116	116	0
Historic Preservation	17	19	19	0
Human Resources	48	49	50	1
Human Services	96	105	102	(3)
Innovation	0	8	8	0
Library	553	553	553	0
Management & Budget	26	19	19	0
Mayor & Council	18	18	18	0
Municipal Court	165	122	122	0
Municipal Detention Center	0	43	43	0
Neighborhood and Housing Services	0	0	10	10
Non-Departmental/Non-Operating	9	15	15	0
Parks & Recreation	428	434	439	5
Parks Police	164	173	175	2
Planning & Community Development	19	24	19	(5)
Police	2,973	3,019	3,090	71
Transportation & Capital Improvements	340	338	338	0
TOTAL GENERAL FUND	**7,492**	**7,548**	**7,684**	**136**

OTHER FUNDS	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 PROPOSED	NET CHANGE IN POSITIONS
Advanced Transportation District Fund	24	24	26	2
Arts & Culture Fund	20	18	18	0
Aviation Fund	468	473	486	13
Capital Management Services Fund	174	164	176	12
Child Safety Fund	262	262	262	0
City Cemeteries Fund	1	1	1	0
Community & Visitor Facilities Fund	335	336	341	5
Convention & Visitors Bureau Fund	79	0	0	0
Development Services Fund	255	273	275	2
Economic Development Incentive Fund	1	1	1	0
Energy Efficiency Fund	4	4	4	0
Facility Services Fund	116	117	117	0
Fleet Services Fund	167	174	174	0
Information Technology Services Fund	342	340	341	1
Juvenile Case Manager Fund	20	20	18	(2)
Market Square Fund	7	7	7	0
Municipal Courts Security Fund	8	8	7	(1)
Municipal Courts Technology Fund	0	0	0	0
Official City Store Fund	12	0	0	0
Parking Operating and Maintenance Fund	92	91	92	1
Parks Environmental Fund	94	94	94	0
Purchasing and General Services Fund	40	40	41	1
Self Insurance Funds	66	65	67	2
Solid Waste Fund[1]	581	606	624	18
Storm Water Operations Fund	267	275	275	0
Storm Water Regional Facilities Fund	12	12	13	1
Streets Right of Way Management Fund	28	40	40	0
TIF Unit Fund	7	8	8	0
Tree Mitigation Fund	3	3	3	0
Tricentennial Fund	0	2	1	(1)
TOTAL OTHER FUNDS	**3,485**	**3,458**	**3,512**	**54**
TOTAL ALL FUNDS[2]	**10,977**	**11,006**	**11,196**	**190**

[1]Includes 5 positions in the Office of Sustainability

[2]Does not include 415 positions for Pre-K 4 SA

	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 PROPOSED	NET CHANGE IN POSITIONS
Internal Services/Alternate Service Employee Fund	1,969	1,969	1,969	0

SUMMARY OF PROPOSED FY 2018 POSITIONS BY TYPE
ALL FUNDS

	All Funds - Less Grants Authorization	Pre-K 4 SA Authorization	Grant Authorization	Total Authorization
Civilian Employees	7,015	415	599	8,029
Uniform Employees				
Police	2,424	0	19	2,443
Fire	1,757	0	0	1,757
Sub-total	4,181	0	19	4,200
TOTAL [1]	**11,196**	**415**	**618**	**12,229**

GRANT FUNDED EMPLOYEES
SUMMARY OF PROPOSED FY 2018 POSITIONS

	Grants	CDBG/HOME Grants	TOTAL GRANTS
City Attorney	0	2	2
Convention & Sports Facilities	7	0	7
Development Services (Code Enforcement)	0	3	3
Fire	7	0	7
Health	276	0	276
Human Services	227	31	258
Neighborhood and Housing Services	2	31	33
Police[2]	32	0	32
TOTAL	**551**	**67**	**618**

Explanatory Information

[1] Total authorized positions includes full-time and part-time positions

[2] Total Police Department Grant funded employees includes 19 uniform positions and 13 civilian positions

HOLIDAY SCHEDULE and CITY CLOSURES

The City Council has approved 13 Holidays for FY 2018 which begins on October 1, 2017.

Holiday	Day	Date
Veteran's Day	Friday	November 10, 2017
Thanksgiving Day	Thursday	November 23, 2017
Day after Thanksgiving	Friday	November 24, 2017
Christmas Day	Monday	December 25, 2017
Winter Holiday	Tuesday	December 26, 2017
Winter Holiday	Wednesday	December 27, 2017
Winter Holiday	Thursday	December 28, 2017
*City Closure (Employee Leave)	Friday	December 29, 2017
New Year's Day	Monday	January 1, 2018
Martin Luther King, Jr. Day	Monday	January 15, 2018
Fiesta San Jacinto Day	Friday	April 27, 2018
Memorial Day	Monday	May 28, 2018
Independence Day	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

**Not an official holiday. Employees may choose to use Personal Leave, Annual Leave, or Voluntary Leave without Pay for this day.*

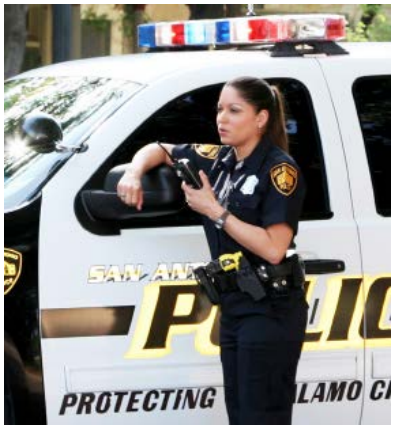
ADDITIONAL INFORMATION ON HOLIDAYS:

Uniformed Fire Department personnel will accrue a 13th holiday, designated as the September 11th Holiday in compliance with State Law. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

Non-exempt civilian employees may be eligible to receive a Floating Holiday based on attendance for use during Fiscal Year 2017-2018 in accordance with Administrative Directive 4.4. Any Floating Holiday granted to non-exempt civilian employees during this fiscal year that is not taken by October 1, 2018 will be forfeited.

The value of the Holiday shall be determined based on the employee's work schedule. If the employee works an 8 hour day, the Holiday will be paid or banked at 8 hours. For employees that work a 10 hour schedule, the Holiday will be paid or banked at 10 hours.

Individual departments may develop Alternate Holiday schedules for the fiscal year, to substitute for those listed above, to accommodate for workload demands. These schedules must be submitted to and approved by the Human Resources Department and the City Manager's Office prior to October 1, 2017.









FUND SCHEDULES

All Funds
Budget Summary

FY 2018 ALL FUNDS
BUDGET SUMMARY

	GENERAL FUND	GRANTS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	TRUST AND AGENCY
Departmental Appropriations					
Animal Care Services	$ 14,731,709	$	$	$	$
Arts and Culture			3,985,040		
Aviation				42,205,230	
Building & Equipment Services					
Center City Development	12,461,886	304,000	2,000,000	1,646,202	
City Attorney	8,681,322	194,839			
City Auditor	3,083,248				
City Clerk	3,962,273				
City Manager	3,979,934				
Code Enforcement Services	15,001,862	187,749			
Convention & Sports Facilities		144,552	41,728,204	23,976,950	
311 Customer Service	3,020,104				
Development Services					
Eastpoint Office	776,322				
Economic Development	7,310,261		3,915,782		
Finance	12,338,475				
Fire	318,910,261	1,989,761			
Government & Public Affairs	5,025,163		4,196,734		
Health	13,650,156	28,688,701			
Historic Preservation	1,934,067				
Human Resources	6,578,071				
Human Services	21,964,204	86,889,717			
Information Technology Services					
Innovation	1,052,045				
Library	40,305,162	665,000			
Management & Budget	2,914,695				
Mayor & Council	8,576,937				
Municipal Courts	11,396,180	1,196,133	2,482,479		
Municipal Detention Center	3,899,909				
Municipal Elections	85,674				
Neighborhood and Housing Services	2,369,958	14,411,409			
Non-Departmental/Non-Operating	19,977,211		3,742,233		
Office of Sustainability		494,398	1,244,779		
Parks & Recreation	50,734,815	1,480,963	10,341,646		199,686
Planning & Community Development	4,228,058		722,091		
Police	442,248,801	8,064,705	3,311,284		
Parks Police	15,420,097				
Prek4SA			43,940,526	3,328,964	
Self Insurance					
Solid Waste Management				1,880,704	
Transportation and Capital Improvements	103,761,920		44,260,882	6,557,213	
Tricentennial			1,941,160		
Contribution to Other Agencies	19,270,505		29,669,789		
Other Funds			2,836,850		
Debt Service				228,568,666	
Total Net Appropriations	*$ 1,179,651,285*	*$ 144,711,927*	*$ 200,319,479*	*$ 308,163,929*	*$ 199,686*
Transfers	*$ 13,681,026*	*$ 2,500,000*	*$ 129,131,305*	*$ 0*	*$ 0*
TOTAL APPROPRIATIONS	**$ 1,193,332,311**	**$ 147,211,927**	**$ 329,450,784**	**$ 308,163,929**	**$ 199,686**

FY 2018 ALL FUNDS
BUDGET SUMMARY

ENTERPRISE FUNDS	TOTAL OPERATING FUNDS	CAPITAL PROJECTS	TOTAL OPERATING/ CAPITAL	INTERNAL SERVICE FUNDS	
					Departmental Appropriations
$	$ 14,731,709	$	$ 14,731,709	$	Animal Care Services
	3,985,040		3,985,040		Arts and Culture
66,617,686	108,822,916	86,375,689	195,198,605		Aviation
	0	5,000,000	5,000,000	93,055,255	Building & Equipment Services
10,076,845	26,488,933	6,338,581	32,827,514		Center City Development
	8,876,161		8,876,161		City Attorney
	3,083,248		3,083,248		City Auditor
	3,962,273		3,962,273		City Clerk
	3,979,934		3,979,934		City Manager
	15,189,611		15,189,611		Code Enforcement Services
	65,849,706	0	65,849,706		Convention & Sports Facilities
	3,020,104		3,020,104		311 Customer Service
29,067,315	29,067,315		29,067,315		Development Services
	776,322	2,500,000	3,276,322		Eastpoint Office
	11,226,043		11,226,043		Economic Development
	12,338,475	5,582,180	17,920,655	6,485,083	Finance
	320,900,022	3,457,000	324,357,022		Fire
	9,221,897		9,221,897		Government & Public Affairs
	42,338,857		42,338,857		Health
	1,934,067		1,934,067		Historic Preservation
	6,578,071		6,578,071		Human Resources
	108,853,921		108,853,921		Human Services
	0	51,276,000	51,276,000	59,428,755	Information Technology Services
	1,052,045	3,505,000	4,557,045		Innovation
	40,970,162		40,970,162		Library
	2,914,695		2,914,695		Management & Budget
	8,576,937		8,576,937		Mayor & Council
	15,074,792		15,074,792		Municipal Courts
	3,899,909		3,899,909		Municipal Detention Center
	85,674		85,674		Municipal Elections
	16,781,367		16,781,367		Neighborhood and Housing Services
	23,719,444		23,719,444		Non-Departmental/Non-Operating
952,604	2,691,781		2,691,781		Office of Sustainability
	62,757,110	37,417,894	100,175,004		Parks & Recreation
	4,950,149		4,950,149		Planning & Community Development
	453,624,790	4,838,272	458,463,062		Police
	15,420,097		15,420,097		Parks Police
	47,269,490		47,269,490		Prek4SA
	0		0	186,818,073	Self Insurance
111,377,587	113,258,291		113,258,291	0	Solid Waste Management
	154,580,015	432,745,055	587,325,070	19,132,480	Transportation and Capital Improvements
	1,941,160		1,941,160		Tricentennial
	48,940,294		48,940,294		Contribution to Other Agencies
	2,836,850		2,836,850		Other Funds
	228,568,666		228,568,666		Debt Service
$ 218,092,037	*$ 2,051,138,343*	*$ 639,035,671*	*$ 2,690,174,014*	*$ 364,919,647*	*Total Net Appropriations*
$ 77,051,433	*$ 222,363,764*	*$ 0*	*$ 222,363,764*	*$ 7,929,230*	*Transfers*
$ 295,143,470	**$ 2,273,502,107**	**$ 639,035,671**	**$ 2,912,537,778**	**$ 372,848,877**	**TOTAL APPROPRIATIONS**

PROPOSED ANNUAL BUDGET FY 2018
COMBINED BUDGET SUMMARY OF ALL FUND TYPES

	GOVERNMENTAL FUND TYPES		
	GENERAL	**SPECIAL REVENUE**	**DEBT SERVICE**
BEGINNING BALANCE	**$ 78,919,577**	**$ 59,013,023**	**$ 79,828,656**
REVENUES			
Property Tax	$ 342,164,372	$ 0	$ 208,690,992
Delinquent Property Tax	4,871,801	0	2,238,600
Sales Tax	285,213,407	87,112,359	0
Other Tax	39,200,024	91,507,240	0
Licenses and Permits	9,055,174	0	0
Intergovernmental	6,915,784	9,600,881	0
CPS Energy	352,469,884	0	0
San Antonio Water System	16,387,483	0	0
Charges for Services	63,381,125	98,482,882	0
Fines & Forfeits	11,950,000	1,913,979	0
Miscellaneous	13,841,288	3,004,587	6,028,495
Grants	0	0	0
Subtotal Revenues	*$ 1,145,450,342*	*$ 291,621,928*	*$ 216,958,087*
Transfers from other funds	*$ 36,809,843*	*$ 63,535,744*	*$ 66,007,996*
TOTAL REVENUES	**$ 1,182,260,185**	**$ 355,157,672**	**$ 282,966,083**
TOTAL AVAILABLE FUNDS	**$ 1,261,179,762**	**$ 414,170,695**	**$ 362,794,739**
APPROPRIATIONS			
Administrative & Operational Excellence	$ 75,803,290	$ 0	$ 0
Convention, Tourism & Culture	2,089,283	105,719,368	0
Economic Development & Development Svc	21,078,826	6,637,873	0
Environmental	0	3,875,548	0
Health & Human Services	95,190,027	48,137,260	0
Neighborhood Services	54,413,665	2,632,479	0
Parks & Recreation	50,734,815	7,945,741	0
Public Safety	776,579,159	5,087,278	0
Streets & Infrastructure	103,762,220	44,260,882	0
Debt Service	0	0	284,186,979
Subtotal Appropriations	*$ 1,179,651,285*	*$ 224,296,429*	*$ 284,186,979*
Transfers to other funds	*$ 13,681,026*	*$ 129,131,305*	*$ 0*
TOTAL APPROPRIATIONS	**$ 1,193,332,311**	**$ 353,427,734**	**$ 284,186,979**
Financial Reserves (Incremental Amount)	4,696,977		
Reserve for Two-Year Budget Plan	63,150,474		
GROSS ENDING FUND BALANCE*	**$ 0**	**$ 60,742,961**	**$ 78,607,760**

* Does not include budgeted financial reserves

PROPOSED ANNUAL BUDGET FY 2018
COMBINED BUDGET SUMMARY OF ALL FUND TYPES

PROPRIETARY FUND TYPES	FIDUCIARY FUND TYPES			
ENTERPRISE	TRUST AND AGENCY	GRANTS	TOTAL ALL FUNDS FY 2018	
$ 59,622,194	**$ 162,833**	$ 0	**$ 277,546,283**	**BEGINNING BALANCE**
				REVENUES
$ 0	$ 0	$ 0	$ 550,855,364	Property Tax
0	0	0	7,110,401	Delinquent Property Tax
0	0	0	372,325,766	Sales Tax
0	0	0	130,707,264	Other Tax
0	0	0	9,055,174	Licenses and Permits
0	0	0	16,516,665	Intergovernmental
0	0	0	352,469,884	CPS Energy
0	0	0	16,387,483	San Antonio Water System
281,872,881	162,000	0	443,898,888	Charges for Services
0	0	0	13,863,979	Fines & Forfeits
2,284,164	4,292	0	25,162,826	Miscellaneous
0	0	144,711,927	144,711,927	Grants
$ 284,157,045	*$ 166,292*	*$ 144,711,927*	*$ 2,083,065,621*	*Subtotal Revenues*
$ 9,273,608	*$ 0*	*$ 2,500,000*	*$ 178,127,191*	*Transfers from other funds*
$ 293,430,653	**$ 166,292**	**$ 147,211,927**	**$ 2,261,192,812**	**TOTAL REVENUES**
$ 353,052,847	**$ 329,125**	**$ 147,211,927**	**$ 2,538,739,095**	**TOTAL AVAILABLE FUNDS**
				APPROPRIATIONS
$ 0	$ 0	$ 7,580,994	$ 83,384,284	Administrative & Operational Excellence
2,346,861	199,686	144,552	110,499,750	Convention, Tourism & Culture
93,400,397	0	7,529,254	128,646,350	Economic Development
112,330,191	0	494,398	116,700,137	Environmental
0	0	115,378,418	258,705,705	Health & Human Services
0	0	852,749	57,898,893	Neighborhood Services
0	0	1,480,963	60,161,519	Parks & Recreation
10,014,588	0	11,250,599	802,931,624	Public Safety
0	0	0	148,023,102	Streets & Infrastructure
0	0	0	284,186,979	Debt Service
$ 218,092,037	*$ 199,686*	*$ 144,711,927*	*$ 2,051,138,343*	*Subtotal Appropriations*
$ 77,051,433	*$ 0*	*$ 2,500,000*	*$ 222,363,764*	*Transfers to other funds*
$ 295,143,470	**$ 199,686**	**$ 147,211,927**	**$ 2,273,502,107**	**TOTAL APPROPRIATIONS**
$ 57,909,377	**$ 129,439**	**$ 0**	**$ 265,236,988**	**GROSS ENDING FUND BALANCE**

General Fund

GENERAL FUND
SUMMARY OF PROPOSED BUDGET
AVAILABLE FUNDS

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance (Excluding Financial Reserves)	$	$	$	$
Use of Reserve for Two-Year Budget Plan	76,185,369	76,866,798	76,866,798	78,919,577
Revenue Reserved for October 2015 Amendment	3,688,895			
Accounting Adjustment	(6,176,402)			
Net Balance	**$ 73,697,862**	**$ 76,866,798**	**$ 76,866,798**	**$ 78,919,577**
REVENUES				
Current Property Tax	$ 292,917,877	$ 317,504,778	$ 317,504,778	342,164,372
City Sales Tax	265,721,709	275,848,790	274,927,968	285,213,407
CPS Energy	331,846,513	341,107,246	342,748,896	352,469,884
Business & Franchise Tax	32,816,281	30,775,971	30,762,372	30,428,024
Liquor By the Drink Tax	8,516,024	8,600,000	8,600,000	8,772,000
Delinquent Property Tax	1,979,245	2,741,105	2,741,105	2,741,105
Penalty & Interest on Delinquent Taxes	2,050,681	2,130,696	2,130,696	2,130,696
Licenses & Permits	8,913,904	9,015,638	8,942,462	9,055,174
San Antonio Water System	13,819,868	16,061,739	16,061,739	16,387,483
Other Agencies	8,150,536	7,629,865	7,692,330	6,915,784
Charges for Current Services				
General Government	3,886,739	3,676,164	3,636,135	3,666,963
Public Safety	45,243,477	41,269,487	41,443,649	41,625,342
Highways/Streets/Sanitation	814,696	1,005,243	954,662	1,006,534
Health	2,966,288	3,000,627	2,978,603	3,075,670
Recreation & Culture	12,096,367	13,217,915	13,325,174	14,006,616
Fines	12,069,324	11,672,435	11,936,154	11,950,000
Miscellaneous Revenue				
Sale of Property	6,860,599	4,954,480	4,824,451	4,182,939
Use of Money & Property	2,391,300	2,429,684	2,716,113	2,940,361
Interest on Time Deposits	851,152	1,430,359	1,430,359	1,582,999
Recovery of Expenditures	3,926,113	3,022,314	2,940,613	2,884,989
Miscellaneous	862,153	659,068	555,375	500,000
Interfund Charges	1,796,301	1,850,000	2,000,000	1,850,000
Total Revenues	$ 1,060,497,147	$ 1,099,603,604	$ 1,100,853,634	$ 1,145,550,342
Transfer from Other Funds	$ 37,112,623	$ 38,830,262	$ 38,915,702	$ 36,709,843
Total Revenue & Transfers	**$ 1,097,609,770**	**$ 1,138,433,866**	**$ 1,139,769,336**	**$ 1,182,260,185**
Total Available Funds	**$ 1,171,307,632**	**$ 1,215,300,664**	**$ 1,216,636,134**	**$ 1,261,179,762**

GENERAL FUND
SUMMARY OF PROPOSED BUDGET
APPROPRIATIONS

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
DEPARTMENTAL APPROPRIATIONS				
Animal Care	$ 12,616,448	$ 13,935,580	$ 13,883,542	$ 14,731,709
Center City Development & Operations	16,533,009	17,809,728	17,761,640	18,928,649
City Attorney	7,840,262	8,306,573	8,283,448	8,681,322
City Auditor	2,793,052	2,995,344	2,938,343	3,083,248
City Clerk	3,406,490	3,706,048	3,701,762	3,962,273
City Manager	3,171,318	3,465,296	3,462,309	3,979,934
Code Enforcement Services	14,102,043	15,041,162	14,824,911	15,278,403
311 Customer Service		2,857,834	2,857,834	3,020,104
Eastpoint Office	704,424	795,474	795,452	876,322
Economic Development	8,794,475	10,289,943	10,253,132	11,223,438
Finance	11,271,689	12,088,357	12,079,436	12,338,475
Fire	292,926,816	308,132,669	306,837,195	318,957,539
Government & Public Affairs	6,762,723	4,887,218	4,883,454	5,025,163
Health	12,304,351	12,884,727	12,826,378	13,659,672
Historic Preservation	1,560,436	1,823,806	1,823,805	1,934,067
Human Resources	5,429,132	6,254,194	6,219,966	6,578,071
Human Services	19,236,408	21,697,328	21,504,891	21,988,702
Innovation		946,412	944,412	1,052,045
Library	37,150,872	39,533,115	39,424,464	40,416,649
Management & Budget	3,278,919	2,753,621	2,735,080	2,914,695
Mayor & Council	7,381,571	8,132,451	8,132,344	8,578,171
Municipal Court	13,587,811	10,505,337	10,429,435	11,396,180
Municipal Detention Center		3,751,261	3,745,781	3,899,909
Municipal Elections	15,797	1,211,973	1,332,792	85,674
Neighborhood and Housing Services				2,369,958
Parks & Recreation	45,966,029	49,447,057	49,274,701	50,951,750
Planning	3,465,691	5,280,931	5,275,149	4,328,058
Police	419,521,486	424,850,364	423,108,576	442,248,801
Parks Police	13,646,230	14,793,909	14,606,614	15,420,097
Transportation & Capital Improvements	78,033,260	89,042,423	88,892,462	103,761,920
Agencies	19,219,892	19,365,505	19,365,505	19,270,505
Non-Departmental/Non-Operating	24,496,395	19,004,654	18,952,679	19,910,233
One-time Projects	245,453			
Transfers	2,538,979	2,659,896	2,659,896	2,480,575
TOTAL APPROPRIATIONS	**$ 1,088,001,461**	**$ 1,138,250,190**	**$ 1,133,817,388**	**$ 1,193,332,311**
TOTAL AVAILABLE FUNDS	**$ 1,171,307,632**	**1,215,300,664**	**1,216,636,134**	**1,261,179,762**
GROSS ENDING BALANCE	**$ 83,306,170**	**$ 77,050,474**	**$ 82,818,746**	**$ 67,847,451**
LESS: BUDGETED FINANCIAL RESERVES				
Financial Reserves (Incremental Amount)	6,439,372	3,899,169	3,899,169	4,696,977
Reserve for Two-Year Budget Plan	76,866,798	73,151,305	78,919,577	63,150,474
Reserve for Street Maintenance				
ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
BUDGET RESERVES SUMMARY				
Total Annual Budgeted Financial Reserves	**109,629,873**	**113,529,042**	**113,529,042**	**118,226,019**
Annual Budgeted Financial Reserves as a % of Revenues	10%	10%	10%	10%

GENERAL FUND
SUMMARY OF PROPOSED BUDGET

	BUDGET FY 2017	ESTIMATE FY 2017	CURRENT SERVICE FY 2018	REDUCTION FY 2018	MANDATES FY 2018
DEPARTMENTAL APPROPRIATIONS					
Animal Care	$ 13,935,580	$ 13,883,542	$ 14,338,897	$	$
Center City Development & Operations	17,809,728	17,761,640	18,802,322		
City Attorney	8,306,573	8,283,448	8,473,684		
City Auditor	2,995,344	2,938,343	3,004,917		
City Clerk	3,706,048	3,701,762	3,860,961		
City Manager	3,465,296	3,462,309	3,906,872		
Code Enforcement	15,041,162	14,824,911	15,018,582		
311 Customer Service	2,857,834	2,857,834	58,369		
Eastpoint Office	795,474	795,452	749,336		
Economic Development	10,289,943	10,253,132	11,015,206	(50,000)	
Finance	12,088,357	12,079,436	12,073,989		
Fire	308,132,669	306,837,195	313,581,745		
Government & Public Affairs	4,887,218	4,883,454	7,754,882		
Health	12,884,727	12,826,378	13,380,499		
Historic Preservation	1,823,806	1,823,805	1,882,086		
Human Resources	6,254,194	6,219,966	6,437,999		
Human Services	21,697,328	21,504,891	21,821,474	(377,131)	
Innovation	946,412	944,412	1,023,975		
Library	39,533,115	39,424,464	38,869,648		
Management & Budget	2,753,621	2,735,080	2,857,607		
Mayor & Council	8,132,451	8,132,344	8,379,728		
Municipal Court	10,505,337	10,429,435	11,186,234		
Municipal Detention Center	3,751,261	3,745,781	3,818,264		
Municipal Elections	1,211,973	1,332,792	85,674		
Neighborhood and Housing Services					
Parks & Recreation	49,447,057	49,274,701	49,519,089		776,480
Planning	5,280,931	5,275,149	3,612,978		
Police	424,850,364	423,108,576	437,410,788		79,801
Parks Police	14,793,909	14,606,614	14,974,637		197,355
Transportation & Capital Improvements	89,042,423	88,892,462	85,797,048		
Agencies	19,365,505	19,365,505	19,270,505		
Non-Departmental/Non-Operating	19,004,654	18,952,679	19,800,648		
Transfers	2,659,896	2,659,896	2,415,828		
TOTAL APPROPRIATIONS	$ 1,138,250,190	$ 1,133,817,388	$ 1,155,184,471	$ (427,131)	1,053,636
TOTAL AVAILABLE FUNDS	$ 1,215,300,664	$ 1,216,636,134			
GROSS ENDING BALANCE	$ 77,050,474	$ 82,818,746			
LESS: BUDGETED FINANCIAL RESERVES					
Financial Reserves (Incremental Amount)	3,899,169	3,899,169			
Reserve for Two-Year Budget Plan	73,151,305	78,919,577			
ENDING BALANCE	$ 0	$ 0			
BUDGET RESERVES SUMMARY					
Total Annual Budgeted Financial Reserves	113,529,042	113,529,042			
Annual Budgeted Financial Reserves as a % of Revenues	10%	10%			

GENERAL FUND
SUMMARY OF PROPOSED BUDGET

IMPROVEMENTS FY 2018	RE-ORGANIZATIONS FY 2018	TOTAL PROGRAM CHANGES	PROPOSED FY 2018	
				DEPARTMENTAL APPROPRIATIONS
$ 392,812	$	$ 392,812	$ 14,731,709	Animal Care
126,327		126,327	18,928,649	Center City Development & Operations
207,638		207,638	8,681,322	City Attorney
78,331		78,331	3,083,248	City Auditor
101,312		101,312	3,962,273	City Clerk
73,062		73,062	3,979,934	City Manager
259,821		259,821	15,278,403	Code Enforcement
133,088	2,828,647	2,961,735	3,020,104	311 Customer Service
126,986		126,986	876,322	Eastpoint Office
258,232		208,232	11,223,438	Economic Development
264,486		264,486	12,338,475	Finance
5,375,794		5,375,794	318,957,539	Fire
98,928	(2,828,647)	(2,729,719)	5,025,163	Government & Public Affairs
279,173		279,173	13,659,672	Health
51,981		51,981	1,934,067	Historic Preservation
140,072		140,072	6,578,071	Human Resources
544,359		167,228	21,988,702	Human Services
28,070		28,070	1,052,045	Innovation
1,547,001		1,547,001	40,416,649	Library
57,088		57,088	2,914,695	Management & Budget
198,443		198,443	8,578,171	Mayor & Council
209,946		209,946	11,396,180	Municipal Court
81,645		81,645	3,899,909	Municipal Detention Center
			85,674	Municipal Elections
	2,369,958	2,369,958	2,369,958	Neighborhood and Housing Services
656,181		1,432,661	50,951,750	Parks & Recreation
3,085,038	(2,369,958)	715,080	4,328,058	Planning
4,758,212		4,838,013	442,248,801	Police
248,105		445,460	15,420,097	Parks Police
17,964,872		17,964,872	103,761,920	Transportation & Capital Improvements
			19,270,505	Outside Agencies
109,585		109,585	19,910,233	Non-Departmental
64,747		64,747	2,480,575	Transfers
$ 37,521,335	$ -	38,147,840	$ 1,193,332,311	TOTAL APPROPRIATIONS
			$ 1,261,179,762	TOTAL AVAILABLE FUNDS
			$ 67,847,451	GROSS ENDING BALANCE
				LESS: BUDGETED FINANCIAL RESERVES
			4,696,977	Budgeted Reserves (Incremental Amount)
			63,150,474	Reserve for Two-Year Budget Plan
			$ 0	ENDING BALANCE
				BUDGET RESERVES SUMMARY
			118,226,019	Total Financial Reserves as % of Revenues
			10%	Annual Budgeted Financial Reserves as a % of Revenues

CURRENT PROPERTY TAX REVENUE
ALL TAX SUPPORTED FUNDS
SUMMARY OF PROPOSED BUDGET

Description:

The Bexar Appraisal District provides the City with the value, ownership, and taxability of property within the City limits. Property taxes are levied each year by the City on real property, mobile homes, and personal property at 100% of the appraised market value. In addition to providing General Fund operating support, property tax revenue is used to retire tax supported debt.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
ASSESSED VALUATION				
Real Property	$ 93,239,767,666	$ 103,314,184,599	$ 103,314,184,599	$ 111,758,946,090
Personal Property	11,081,790,207	11,786,230,146	11,786,230,146	12,577,043,453
Sub-Total	$ **104,321,557,873**	$ **115,100,414,745**	$ **115,100,414,745**	$ **124,335,989,543**
LESS				
Over-65 Exemptions	$ 5,115,170,558	$ 5,237,277,956	$ 5,237,277,956	$ 5,478,753,736
Disabled Veterans Exemptions	193,288,253	185,225,764	185,225,764	186,413,073
Disabled Veterans 100% Exemptions	875,497,112	1,020,267,885	1,020,267,885	1,210,870,277
Disabled Residence Homestead Exemptions	114,561,196	103,198,214	103,198,214	100,562,790
Historic Property Exemptions	136,953,569	254,590,900	254,590,900	283,943,726
Freeport Exemptions	427,386,358	390,807,864	390,807,864	445,088,870
Tax Abatement/Phase-In Exemptions	1,009,131,606	1,193,923,372	1,193,923,372	830,362,314
Residence Homestead 10% Limitations	1,216,702,222	1,359,176,801	1,359,176,801	1,434,677,426
Agricultural Productivity Loss	527,585,681	521,474,530	521,474,530	598,698,111
Pollution Control Property	73,049,323	72,922,548	72,922,548	75,251,840
Low Income Housing	112,646,750	118,325,362	118,325,362	126,771,922
Absolute Exemptions	4,821,209,002	5,162,431,280	5,162,431,280	5,633,198,779
Community Housing Development Organization	310,414,311	185,507,900	185,507,900	306,206,231
Armed Services Surviving Spouse	3,356,462	3,858,077	3,858,077	4,508,923
Personal Property Vehicle	2,056,530	1,839,850	1,839,850	1,530,340
Pro-Rated Exemptions	41,037,870	44,504,593	44,504,593	25,301,540
TOTAL TAXABLE VALUE	$ **89,341,511,070**	$ **99,245,081,849**	$ **99,245,081,849**	$ **107,593,849,645**
TAX RATE/$100 VALUATION				
General Fund	$ 0.34677	$ 0.34677	$ 0.34677	$ 0.34677
G.O. Debt Service Fund	0.21150	0.21150	0.21150	0.21150
TOTAL TAX RATE	**$ 0.55827**	**$ 0.55827**	**$ 0.55827**	**$ 0.55827**
CURRENT PROPERTY TAX REVENUE				
Current Levy (Gross)	$ 498,766,854	$ 554,055,518	$ 554,055,518	$ 600,664,184
Less Delinquencies	5,097,421	10,827,691	10,827,691	11,690,188
Less TIRZ Tax Increment Collections	13,119,006	19,401,346	19,401,346	21,963,871
Less Over-65 & Disabled Tax Ceiling	9,019,360	12,670,982	12,670,982	16,154,792
CURRENT LEVY (NET)	**$ 471,531,067**	**$ 511,155,499**	**$ 511,155,499**	**$ 550,855,333**
PERCENT OF LEVY COLLECTED	**98.96%**	**98.00%**	**98.00%**	**98.00%**
DISTRIBUTION BY FUND				
General Fund	$ 292,741,743	$ 317,504,778	$ 317,504,778	$ 342,164,372
G.O. Debt Service Fund	178,789,324	193,650,721	193,650,721	208,690,961
CURRENT COLLECTIONS	**$ 471,531,067**	**$ 511,155,499**	**$ 511,155,499**	**$ 550,855,333**

DELINQUENT PROPERTY TAX REVENUE
ALL TAX SUPPORTED FUNDS
SUMMARY OF PROPOSED BUDGET

Description:

This schedule reflects estimated delinquent property tax revenue. Delinquent property tax collections are net of refunds issued for prior tax years and are dedicated to the support of General Fund operations and required debt service payments.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
DELINQUENT TAX RECEIVABLE				
Real Property	$ 9,246,453	$ 10,498,000	$ 10,498,000	$ 9,613,000
Personal Property	7,565,279	8,590,000	8,590,000	7,865,000
TOTAL DELINQUENT TAX RECEIVABLE	**$ 16,811,732**	**$ 19,088,000**	**$ 19,088,000**	**$ 17,478,000**
TAX RATE FOR DISTRIBUTION				
General Fund	$ 0.34677	$ 0.34677	$ 0.34677	$ 0.34677
G.O. Debt Service Fund	0.21150	0.21150	0.21150	0.21150
TOTAL TAX RATE	**$ 0.55827**	**$ 0.55827**	**$ 0.55827**	**$ 0.55827**
COLLECTIONS				
Real Property	$ 1,972,729	$ 2,250,000	$ 2,250,000	$ 2,304,000
Personal Property	257,099	293,000	293,000	300,000
Delinquent Tax Attorney Fees	986,280	1,250,000	1,250,000	1,250,000
TOTAL COLLECTIONS	**$ 3,216,108**	**$ 3,793,000**	**$ 3,793,000**	**$ 3,854,000**
Less TIRZ Tax Increment Collections	59,764	100,000	100,000	100,000
Less Delinquent Tax Attorney Fees	986,280	1,250,000	1,250,000	1,250,000
NET COLLECTIONS	**$ 2,170,064**	**$ 2,443,000**	**$ 2,443,000**	**$ 2,504,000**
PERCENT OF TOTAL DELINQUENT TAXES COLLECTED	13.26%	12.80%	12.80%	14.90%
DISTRIBUTION BY FUND				
General Fund	$ 1,347,938	$ 1,517,472	$ 1,517,472	$ 1,555,362
G.O. Debt Service Fund	822,126	925,528	925,528	948,638
TOTAL DISTRIBUTION BY FUND	**$ 2,170,064**	**$ 2,443,000**	**$ 2,443,000**	**$ 2,504,000**

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
PENALTY & INTEREST DISTRIBUTION				
General Fund	$ 2,050,681	$ 2,130,000	$ 2,130,000	$ 2,110,000
G.O. Debt Service Fund	1,250,740	1,270,000	1,270,000	1,290,000
TOTAL DISTRIBUTION	**$ 3,301,421**	**$ 3,400,000**	**$ 3,400,000**	**$ 3,400,000**

Special Revenue Funds

SPECIAL REVENUE FUND
ADVANCED TRANSPORTATION DISTRICT FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2005, the Advanced Transportation District (ATD) Fund was established to account for all revenues and expenditures associated with the administration and project delivery of the ATD Program. The ATD Program delivers projects that increase mobility, reduce traffic congestion, improve neighborhood connectivity, leverage resources, and provide coordinated planning.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,585,789**	**$ 1,414,131**	**$ 1,579,870**	**$ 2,430,700**
Accounting Adjustment	1,349,749	0	2,081,798	0
Net Balance	**$ 3,935,538**	**$ 1,414,131**	**$ 3,661,668**	**$ 2,430,700**
REVENUES				
Sales Tax Revenue	$ 15,722,262	$ 16,435,043	$ 16,221,387	$ 16,789,136
Interest on Time Deposits	21,603	65,505	65,505	65,786
Recovery of Expenditures	29,325	0	0	0
Total Revenues & Transfers	**$ 15,773,190**	**$ 16,500,548**	**$ 16,286,892**	**$ 16,854,922**
TOTAL AVAILABLE FUNDS	**$ 19,708,728**	**$ 17,914,679**	**$ 19,948,560**	**$ 19,285,622**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,788,635	$ 1,849,738	$ 1,836,605	$ 2,022,994
Contractual Services	558,278	650,889	625,695	651,089
Commodities	44,415	72,459	69,539	73,509
Self Insurance/Other Expenditures	1,910,031	2,029,062	2,023,084	2,253,898
Capital Outlay	13,337	3,630	41,815	72,675
Subtotal Operating	**$ 4,314,696**	**$ 4,605,778**	**$ 4,596,738**	**$ 5,074,165**
Transfers To				
General Fund - Indirect Costs	$ 205,792	$ 267,466	$ 267,466	$ 303,042
Transfer to Streets	3,030,884	3,031,600	3,031,600	4,750,000
Transfer to Solid Waste Fund	119,213	122,056	122,056	125,064
Transfer to Grant	182,000	0	0	0
Capital Projects				
Bike Facilities	870,507	1,000,000	1,000,000	500,000
Intersection Improvements	1,270,710	1,000,000	1,000,000	850,000
Sidewalk & Street Improvements	6,011,373	5,000,000	5,000,000	5,375,000
Downtown Traffic Management	0	500,000	500,000	0
Pedestrian Safety	497,146	0	0	0
Signal System Upgrades	1,626,537	2,000,000	2,000,000	2,000,000
Subtotal Transfers	**$ 13,814,162**	**$ 12,921,122**	**$ 12,921,122**	**$ 13,903,106**
TOTAL APPROPRIATIONS	**$ 18,128,858**	**$ 17,526,900**	**$ 17,517,860**	**$ 18,977,271**
ENDING BALANCE	**$ 1,579,870**	**$ 387,779**	**$ 2,430,700**	**$ 308,351**

SPECIAL REVENUE FUND
CHILD SAFETY FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Child Safety Fund was established to account for revenues authorized by the 1991 State Legislature. The revenues, which come from added fees on parking tickets, school zone violations and vehicle registrations, must be used primarily for the school crossing guard program with the remaining funds applied to programs designed to enhance child safety, health or nutrition, child abuse intervention and prevention and drug and alcohol abuse prevention.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (83,822)**	**$ 39,817**	**$ 16,524**	**$ 28,479**
REVENUES				
Parking Fines	$ 154,404	$ 156,096	$ 153,352	$ 156,266
Moving Violations	218,583	230,374	280,000	279,160
Bexar County - Vehicle Registrations	1,917,016	1,892,893	1,816,792	1,828,954
Total Revenues & Transfers	**$ 2,290,003**	**$ 2,279,363**	**$ 2,250,144**	**$ 2,264,380**
TOTAL AVAILABLE FUNDS	**$ 2,206,181**	**$ 2,319,180**	**$ 2,266,668**	**$ 2,292,859**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,578,505	$ 1,688,854	$ 1,686,202	$ 1,636,764
Contractual Services	11,590	18,454	13,858	18,454
Commodities	11,474	18,049	15,175	18,049
Self-Insurance/Other Expenditures	588,088	593,823	522,954	619,592
Subtotal Operating	**$ 2,189,657**	**$ 2,319,180**	**$ 2,238,189**	**$ 2,292,859**
TOTAL APPROPRIATIONS	**$ 2,189,657**	**$ 2,319,180**	**$ 2,238,189**	**$ 2,292,859**
GROSS ENDING BALANCE	**$ 16,524**	**$ 0**	**$ 28,479**	**$ 0**

SPECIAL REVENUE FUND
CONFISCATED PROPERTY FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Confiscated Property Fund was established for the deposit and use of confiscated monies seized by the San Antonio Police Department. The revenues will be used for the enhancement of Police operations.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,313,210**	**$ 1,317,665**	**$ 1,798,483**	**$ 1,299,388**
Adjustment for Reserve	(290,446)	0	0	0
Net Balance	**$ 2,022,764**	**$ 1,317,665**	**$ 1,798,483**	**$ 1,299,388**
REVENUES				
Car Sales	$ 194,046	$ 162,156	$ 59,500	$ 93,684
Other Sales	312,115	617,073	135,000	227,662
Confiscated Property	834,752	685,601	474,369	369,369
Interest on Time Deposits	10,643	18,529	18,577	20,732
Recovery of Expenditures	33,510	0	0	0
Total Revenues & Transfers	**$ 1,385,066**	**$ 1,483,359**	**$ 687,446**	**$ 711,447**
TOTAL AVAILABLE FUNDS	**$ 3,407,830**	**$ 2,801,024**	**$ 2,485,929**	**$ 2,010,835**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 375,173	$ 413,114	$ 134,803	$ 106,976
Contractual Services	282,750	310,418	262,683	227,438
Commodities	197,875	524,531	216,109	559,451
Self-Insurance/Other Expenditures	191,670	157,893	137,796	124,560
Capital Outlay	187,629	60,900	60,900	0
Subtotal Operating	**$ 1,235,097**	**$ 1,466,856**	**$ 812,291**	**$ 1,018,425**
Transfers To				
Debt Service	$ 374,250	$ 374,250	$ 374,250	$ 363,375
Subtotal Transfers	**$ 374,250**	**$ 374,250**	**$ 374,250**	**$ 363,375**
TOTAL APPROPRIATIONS	**$ 1,609,347**	**$ 1,841,106**	**$ 1,186,541**	**$ 1,381,800**
GROSS ENDING BALANCE	**$ 1,798,483**	**$ 959,918**	**$ 1,299,388**	**$ 629,035**

SPECIAL REVENUE FUND
HOTEL OCCUPANCY TAX FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Hotel Occupancy Tax Fund captures revenues generated by the Hotel Occupancy Tax and supports the arts, tourism, and convention activities through transfers to the Community and Visitor Facilities Fund, Arts and Culture Fund, and General Fund under History & Preservation as well as a contribution to Visit San Antonio for destination marketing.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Release of Reserve for Grand Hyatt Debt	$ 2,226,969	$ 2,307,363	$ 2,184,592	$ 2,385,121
Adjustment for Reserve	(1,205,160)	0	0	0
Net Balance	**$ 1,021,809**	**$ 2,307,363**	**$ 2,184,592**	**$ 2,385,121**
REVENUES				
Hotel Occupancy Tax	$ 63,218,136	$ 66,360,782	$ 66,360,782	$ 68,903,922
State HOT Tax Reimbursement	514,284	0	0	0
Miscellaneous Revenue	156,685	101,609	130,390	133,513
Total Revenue & Transfers	**$ 63,889,105**	**$ 66,462,391**	**$ 66,491,172**	**$ 69,037,435**
TOTAL AVAILABLE FUNDS	**$ 64,910,914**	**$ 68,769,754**	**$ 68,675,764**	**$ 71,422,556**
APPROPRIATIONS				
Contributions to Other Agencies (VSA)	$ 0	$ 23,330,624	$ 23,330,624	$ 23,339,889
Transfers To				
Community & Visitor Facilities Fund	$ 14,119,196	$ 19,238,852	$ 18,755,570	$ 19,037,315
Convention & Visitors Bureau Fund	21,637,745	0	0	0
Arts & Culture Fund	9,363,658	9,643,478	9,641,363	10,002,809
Support for History and Preservation	9,319,192	9,643,478	9,643,478	10,002,809
General Fund - Indirect Cost	1,943,900	984,587	984,587	1,250,583
General Fund - Other	765,037	988,990	988,990	777,400
Contractual Obligations (Zoo)	306,597	306,597	306,597	306,597
Visitor Information Center Fund	4,398	0	0	0
HOT Redemption & Capital Fund	0	575,806	747,697	707,604
Improvement & Contingency Fund	0	0	163,253	0
Debt Service Fund (Debt)	1,000,000	1,450,626	1,445,226	2,218,525
Debt Service Funds (Surplus)	4,266,599	0	0	0
Tricentennial Fund	0	221,595	283,258	1,316,149
Subtotal Transfers	**$ 62,726,322**	**$ 43,054,009**	**$ 42,960,019**	**$ 45,619,791**
TOTAL APPROPRIATIONS	**$ 62,726,322**	**$ 66,384,633**	**$ 66,290,643**	**$ 68,959,680**
GROSS ENDING BALANCE	**$ 2,184,592**	**$ 2,385,121**	**$ 2,385,121**	**$ 2,462,876**
NET ENDING BALANCE	**$ 2,184,592**	**$ 2,385,121**	**$ 2,385,121**	**$ 2,462,876**
RESERVE FOR GRAND HYATT DEBT	**$ 2,184,592**	**$ 2,385,121**	**$ 2,385,121**	**$ 2,462,876**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
ARTS & CULTURE FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2007, the Department of Arts and Culture was established as a fund, separating from the Community and Visitor Facilities Fund. Expenditures are generated from investments in arts and cultural programming that deliver excellence, innovative offerings and engage audiences in the unique experiences of San Antonio.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Net Balance	**$ 0**	**$ 0**	**$ 0**	**$ 0**
REVENUES				
Transfer from Hotel Occupancy Tax	$ 9,363,658	$ 9,643,478	$ 9,641,363	$ 10,002,809
Capital Administrative Charges	543,701	580,954	595,417	682,692
Transfer from General Fund	50,000	50,000	50,000	50,000
Other Revenues	4,963	0	0	0
Total Revenue & Transfers	**$ 9,962,322**	**$ 10,274,432**	**$ 10,286,780**	**$ 10,735,501**
TOTAL AVAILABLE FUNDS	**$ 9,962,322**	**$ 10,274,432**	**$ 10,286,780**	**$ 10,735,501**
APPROPRIATIONS				
Operating Expenses				
ARTS & CULTURE				
Personal Services	$ 904,458	$ 1,114,277	$ 1,040,641	$ 1,186,659
Contractual Services	1,378,067	1,282,232	1,334,417	1,390,734
Commodities	17,255	12,546	27,331	47,546
Other Expenditures	264,164	168,942	173,493	161,469
Capital Outlay	12,558	3,888	3,888	1,301
Subtotal	**$ 2,576,502**	**$ 2,581,885**	**$ 2,579,770**	**$ 2,787,709**
CONTRIBUTIONS TO CULTURAL AGENCIES	**$ 5,884,668**	**$ 6,327,800**	**$ 6,327,800**	**$ 6,329,900**
PUBLIC ART SAN ANTONIO				
Personal Services	$ 426,100	$ 461,591	$ 479,309	$ 534,652
Contractual Services	48,675	50,669	44,580	76,669
Commodities	5,317	4,077	4,627	5,327
Other Expenditures	63,634	62,283	63,909	64,743
Capital Outlay	0	2,334	2,992	1,301
Subtotal	**$ 543,726**	**$ 580,954**	**$ 595,417**	**$ 682,692**
Transfers To				
General Fund-Indirect Cost	125,699	131,973	131,973	203,199
Other Funds	41,768	41,768	41,768	41,768
Capital Projects	112,340	0	0	0
Tricentennial	349,992	282,425	282,425	362,606
Carver	327,627	327,627	327,627	327,627
Subtotal Transfers	**$ 957,426**	**$ 783,793**	**$ 783,793**	**$ 935,200**
TOTAL APPROPRIATIONS	**$ 9,962,322**	**$ 10,274,432**	**$ 10,286,780**	**$ 10,735,501**
GROSS ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
COMMUNITY AND VISITOR FACILITIES FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Community and Visitor Facilities Fund was established in FY 2004 to account for revenues and expenditures generated from all Convention and Tourism activities relating to the promotion of all City of San Antonio owned facilities to be used for conventions, community and entertainment venues.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 1,762,166**	**$ 891,207**	**$ 891,207**	**$ 221,232**
REVENUES				
CONVENTION & SPORTS FACILITIES				
Convention Center Revenue	$ 16,129,845	$ 17,542,162	$ 17,753,829	$ 18,367,446
Alamodome Revenues	9,943,430	11,964,044	12,058,492	11,952,485
Miscellaneous Revenue	536,173	100,000	100,000	136,776
Transfer from Other Funds	109,061	115,590	115,590	119,655
Transfer from Hotel Occupancy Tax	14,119,196	19,238,852	18,755,570	19,037,315
Total Revenue & Transfers	**$ 40,837,705**	**$ 48,960,648**	**$ 48,783,481**	**$ 49,613,677**
TOTAL AVAILABLE FUNDS	**$ 42,599,871**	**$ 49,851,855**	**$ 49,674,688**	**$ 49,834,909**
APPROPRIATIONS				
Operating Expenses				
CONVENTION & SPORTS FACILITIES				
Personal Services	$ 17,777,957	$ 19,452,488	$ 19,172,804	$ 19,914,872
Contractual Services	4,353,038	7,265,813	7,713,186	8,248,894
Commodities	872,340	1,275,289	1,020,559	1,068,828
Self-Insurance/Other Expenditures	10,963,684	11,613,884	11,175,599	11,950,930
Capital Outlay	336,623	218,930	540,087	454,143
Subtotal Operating	**$ 34,303,642**	**$ 39,826,404**	**$ 39,622,235**	**$ 41,637,667**
FILM COMMISSION[1]	**$ 345,058**	**$ 519,750**	**$ 499,806**	**$ 514,639**
NON-DEPARTMENTAL				
Hosting Obligations	$ 2,625,221	$ 2,500,000	$ 2,500,000	$ 3,156,880
Contractual Services	666,381	526,559	485,303	585,353
Subtotal Operating	**$ 3,291,602**	**$ 3,026,559**	**$ 2,985,303**	**$ 3,742,233**
Total Operating Expenses	**$ 37,940,302**	**$ 43,372,713**	**$ 43,107,344**	**$ 45,894,539**
Transfers To				
Energy Efficiency Fund	$ 175,720	$ 175,720	$ 175,720	$ 212,276
Capital Projects	113,589	3,000,000	3,000,000	0
Tricentennial	416,391	0	0	0
State Rebate Fund	0	107,896	107,896	0
Debt Service	3,062,662	3,062,496	3,062,496	3,633,895
Subtotal Transfers	**$ 3,768,362**	**$ 6,346,112**	**$ 6,346,112**	**$ 3,846,171**
TOTAL APPROPRIATIONS	**$ 41,708,664**	**$ 49,718,825**	**$ 49,453,456**	**$ 49,740,710**
ENDING BALANCE	**$ 891,207**	**$ 133,030**	**$ 221,232**	**$ 94,199**

[1]Film Commission is managed by the Department of Arts & Culture.

SPECIAL REVENUE FUND
CONVENTION & SPORTS FACILITIES STATE REIMBURSEMENT FUND
SUMMARY OF PROPOSED BUDGET

Description:

The 2009 Texas State Legislature approved expanding the State's Sporting Events Trust Fund program to include conventions and other major events. This fund accounts for all revenues and expenses related to capital improvements to the Henry B. Gonzalez Convention Center and Alamodome facilities made in preparation for eligible convention & sporting events as well as certain operational expenses and all reimbursements received from the State of Texas.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	$ 1,135,197	$ 1,214,827	$ 103,985	$ 0
Adjustment for Reserve	(341,665)	0	0	0
Net Balance	**$ 793,532**	**$ 1,214,827**	**$ 103,985**	**$ 0**
REVENUES				
State Events Trust Fund Rebates	$ 433,000	$ 0	$ 667,488	$ 1,228,883
14% Local Contribution	0	16,638	125,191	200,051
Recovery of Expenditures	54	0	0	0
Transfer in from HOT Redemption & Capital	0	775,000	719,365	0
Transfer in from Community & Visitor Facilities	0	107,896	107,896	0
Total Revenue & Transfers	**$ 433,054**	**$ 899,534**	**$ 1,619,940**	**$ 1,428,934**
TOTAL AVAILABLE FUNDS	**$ 1,226,586**	**$ 2,114,361**	**$ 1,723,925**	**$ 1,428,934**
APPROPRIATIONS				
Contractual Services	$ 447,241	$ 0	$ 25,422	$ 0
Local Contribution Matching Funds	39,123	124,534	239,589	90,537
Subtotal Operating	**$ 486,364**	**$ 124,534**	**$ 265,011**	**$ 90,537**
Transfers To				
Capital Projects	$ 121,953	$ 775,000	$ 719,365	$ 0
Hotel Occupancy Tax Fund	514,284	0	0	0
HOT Redemption & Capital	0	0	739,549	1,338,397
Subtotal Transfers	**$ 636,237**	**$ 775,000**	**$ 1,458,914**	**$ 1,338,397**
TOTAL APPROPRIATIONS	**$ 1,122,601**	**$ 899,534**	**$ 1,723,925**	**$ 1,428,934**
NET ENDING BALANCE	**$ 103,985**	**$ 1,214,827**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
TRICENTENNIAL FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Tricentennial Fund was established in FY 2016 to account for revenues and expenditures related to the preparation and implementation of the Tricentennial celebration in 2018. The expenses account for marketing, operations, and administration costs of the celebration.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	$ 0	$ 1,069,548	$ 0	$ 0
Adjustment for Reserve	0	0	1,008,352	0
Net Balance	**$ 0**	**$ 1,069,548**	**$ 1,008,352**	**$ 0**
REVENUES				
Transfer from Arts & Culture Fund	**$** 349,992	**$** 282,425	**$** 282,425	**$** 362,606
Transfer from Community & Visitor Facilties	416,391	0	0	0
Tranfers from Hotel Occupancy Tax Fund	0	221,595	283,258	1,316,149
Transfer from Redemption & Capital Fund	0	339,090	339,090	262,405
Total Revenues & Transfers	**$ 766,383**	**$ 843,110**	**$ 904,773**	**$ 1,941,160**
TOTAL AVAILABLE FUNDS	**$ 766,383**	**$ 1,912,658**	**$ 1,913,125**	**$ 1,941,160**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 367,068	$ 601,303	$ 620,083	$ 480,417
Contractual Services	346,952	213,165	184,286	1,089,387
Commodities	14,384	4,400	5,690	4,400
Other Expenditures	1,984	11,590	16,909	35,956
Capital Outlay	35,995	107,200	111,157	0
Subtotal Operating	**$ 766,383**	**$ 937,658**	**$ 938,125**	**$ 1,610,160**
Program Expenses	**$ 0**	**$ 975,000**	**$ 975,000**	**$ 331,000**
TOTAL APPROPRIATIONS	**$ 766,383**	**$ 1,912,658**	**$ 1,913,125**	**$ 1,941,160**
NET AVAILABLE ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
HOTEL/MOTEL 2% REVENUE FUND
SUMMARY OF PROPOSED BUDGET

Description:

This fund accounts for the revenues and expenditures relating to the activities of the additional 2% Municipal Hotel Occupancy Tax. The collected revenues are used to pay for the principal and interest of the Convention Center Expansion Project as funded through the Public Facilities Corporation.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 0**	**$ 0**	**$ 0**	**$ 0**
REVENUES				
Hotel Occupancy 2% Tax	$ 18,062,325	$ 18,782,994	$ 18,960,223	$ 19,686,835
Other	41,017	0	0	0
Total Revenues & Transfers	**$ 18,103,342**	**$ 18,782,994**	**$ 18,960,223**	**$ 19,686,835**
TOTAL AVAILABLE FUNDS	**$ 18,103,342**	**$ 18,782,994**	**$ 18,960,223**	**$ 19,686,835**
APPROPRIATIONS				
Transfers To				
Community & Visitor Facilities Fund	$ 109,061	$ 115,590	$ 115,590	$ 119,655
Lease Payment Fund	17,994,281	18,667,404	18,844,633	19,567,180
Subtotal Transfers	**$ 18,103,342**	**$ 18,782,994**	**$ 18,960,223**	**$ 19,686,835**
TOTAL APPROPRIATIONS	**$ 18,103,342**	**$ 18,782,994**	**$ 18,960,223**	**$ 19,686,835**
GROSS ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
CONVENTION CENTER LEASE PAYMENT FUND
SUMMARY OF PROPOSED BUDGET

Description:

This fund accounts for the revenues and expenditures relating to the activities of the Convention Center's Lease Payment. The collected revenues are used to pay for the principal and interest of the Convention Center Expansion Project as funded through the Public Facilities Corporation.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,817,747**	**$ 2,919,475**	**$ 2,618,407**	**$ 2,689,597**
Release of Grand Hyatt Debt	2,642,314	2,737,812	3,078,428	3,162,125
Adjustment for Reserve	0	0	0	0
Net Balance	**$ 5,460,061**	**$ 5,657,287**	**$ 5,696,835**	**$ 5,851,722**
REVENUES				
From 2% Hotel Occupancy Tax Fund	$ 17,994,281	$ 18,667,404	$ 18,844,633	$ 19,567,180
From Hotel Occupancy Tax Fund	1,000,000	1,450,626	1,445,226	2,218,525
From Hotel Occupancy Tax Fund [Surplus]	4,266,599	0	0	0
From Operating Contingency	0	103,126	0	0
From CC Hotel Funds	576,420	1,187,367	608,841	1,902,358
From CC Hotel Funds Reserve	3,078,428	2,829,954	3,162,125	0
From CC Hotel 7%	3,178,055	0	0	0
Interest on Time Deposits	25,878	0	108,525	0
Total Revenues & Transfers	**$ 30,119,661**	**$ 24,238,477**	**$ 24,169,350**	**$ 23,688,063**
TOTAL AVAILABLE FUNDS	**$ 35,579,722**	**$ 29,895,764**	**$ 29,866,185**	**$ 29,539,785**
APPROPRIATIONS				
Operating Expenses				
Self Insurance/Other Expenditures	$ 21,207,750	$ 23,977,750	$ 23,977,750	$ 23,976,950
Subtotal Operating	**$ 21,207,750**	**$ 23,977,750**	**$ 23,977,750**	**$ 23,976,950**
Transfers To				
HOT Contingency Funds	$ 4,755	$ 0	$ 0	$ 0
HOT Capital & Redemption Fund [Surplus]	8,670,382	70,214	36,713	2,770,166
Reserve for Grand Hyatt Debt	3,078,428	2,829,954	3,162,125	0
Subtotal Transfers	**$ 11,753,565**	**$ 2,900,168**	**$ 3,198,838**	**$ 2,770,166**
TOTAL APPROPRIATIONS	**$ 32,961,315**	**$ 26,877,918**	**$ 27,176,588**	**$ 26,747,116**
GROSS ENDING BALANCE	**$ 2,618,407**	**$ 3,017,846**	**$ 2,689,597**	**$ 2,792,669**
RESERVE FOR DEBT RESTRICTIONS	**$ 2,618,407**	**$ 3,017,846**	**$ 2,689,597**	**$ 2,792,669**
NET AVAILABLE ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
ECONOMIC DEVELOPMENT INCENTIVE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Economic Development Incentive Fund is designed to attract large-scale businesses in targeted industries and other significant investments that will serve as economic generators measured by new job creation, economic impact to the local economy and additional dollars leveraged from other entities.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 627,597**	**$ 0**	**$ 1,122,408**	**$ 2,151,440**
Adjustment for Prior Year Commitments	777,218	0	(2,106,657)	0
Net Balance	**$ 1,404,815**	**$ 0**	**$ (984,249)**	**$ 2,151,440**
REVENUES				
Interest Income	$ 40,235	$ 79,281	$ 70,273	$ 73,337
Transfer from General Fund	2,250,000	2,250,000	2,250,000	2,250,000
EDD Agreements[1]	0	151,440	2,151,440	262,181
Recovery of Expenditures	104,800	0	915,000	0
Total Revenues & Transfers	**$ 2,395,035**	**$ 2,480,721**	**$ 5,386,713**	**$ 2,585,518**
TOTAL AVAILABLE FUNDS	**$ 3,799,850**	**$ 2,480,721**	**$ 4,402,464**	**$ 4,736,958**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 67,674	$ 71,156	$ 70,564	$ 73,497
Contractual Services	2,604,675	2,173,127	2,173,719	2,173,127
Commodities	0	100	100	100
Self-Insurance/Other Expenditures	5,093	5,347	5,345	5,881
Capital Outlay	0	1,296	1,296	0
Subtotal Operating	**$ 2,677,442**	**$ 2,251,026**	**$ 2,251,024**	**$ 2,252,605**
TOTAL APPROPRIATIONS	**$ 2,677,442**	**$ 2,251,026**	**$ 2,251,024**	**$ 2,252,605**
ENDING BALANCE	**$ 1,122,408**	**$ 229,695**	**$ 2,151,440**	**$ 2,484,353**
RESERVE FOR WORKFORCE DEVELOPMENT	**$ 0**	**$ 151,440**	**$ 2,151,440**	**$ 2,413,621**
NET ENDING BALANCE	**$ 0**	**$ 78,255**	**$ 0**	**$ 70,732**

[1]NOTE: Funds restricted for workforce development

SPECIAL REVENUE FUND
ENERGY EFFICIENCY FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Energy Efficiency Fund supports energy improvements to City of San Antonio operations. Revenues result from the avoided cost of energy resulting from energy improvement projects, utility rebates or other outside incentives. The funds are used to complete additional energy improvement projects and other eligible activities.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 231,111**	**$ 206,578**	**$ 297,811**	**$ 96,087**
Adjustment for Reserve	566,990	0	0	0
Net Balance	**$ 798,101**	**$ 206,578**	**$ 297,811**	**$ 96,087**
REVENUES				
CPS Energy Rebates	$ 97,653	$ 215,000	$ 215,000	$ 90,000
Transfer from General Fund	450,002	472,801	472,801	456,251
Transfer from HOT/Market Square	262,961	254,169	254,169	290,725
Transfer from Facility Services Fund	255,607	286,007	286,007	293,975
Transfer from Fleet Services Fund	22,617	12,939	12,939	12,939
Transfer from Parking Fund	4,802	4,802	4,802	4,802
Miscellaneous Revenue	396	0	1,362	0
Interest on Time Deposits	4,207	0	3,298	0
Total Revenues & Transfers	**$ 1,098,245**	**$ 1,245,718**	**$ 1,250,378**	**$ 1,148,692**
TOTAL AVAILABLE FUNDS	**$ 1,896,346**	**$ 1,452,296**	**$ 1,548,189**	**$ 1,244,779**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 406,841	$ 361,242	$ 310,052	$ 373,422
Contractual Services	1,157,774	365,625	414,915	848,444
Commodities	7,069	0	1,714	300
Self-Insurance/Other Expenditures	26,851	21,599	21,591	22,613
Capital Outlay	0	3,830	3,830	0
Subtotal Operating	**$ 1,598,535**	**$ 752,296**	**$ 752,102**	**$ 1,244,779**
Transfers To				
Capital Projects	$ 0	$ 700,000	$ 700,000	$ 0
Subtotal Transfers	**$ 0**	**$ 700,000**	**$ 700,000**	**$ 0**
TOTAL APPROPRIATIONS	**$ 1,598,535**	**$ 1,452,296**	**$ 1,452,102**	**$ 1,244,779**
NET ENDING BALANCE	**$ 297,811**	**$ 0**	**$ 96,087**	**$ 0**

SPECIAL REVENUE FUND
GOLF COURSE OPERATING AND MAINTENANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Golf Course Revenue Fund was established to record all revenues and expenditures associated with the six existing 18 hole municipal golf courses, the Polo Driving Range, and the San Antonio Driving Range/Par 3. In FY 2008, management of the City's municipal golf courses transitioned to the Municipal Golf Association-San Antonio, a local non-profit organization.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (707,005)**	**$ (347,005)**	**$ (346,938)**	**$ (299,845)**
Net Balance	**$ (707,005)**	**$ (347,005)**	**$ (346,938)**	**$ (299,845)**
REVENUES				
Miscellaneous	$ 774,710	$ 757,708	$ 755,192	$ 1,001,076
Transfers from Facilities Fund	0	300,000	300,000	0
Transfers from General Fund	210,000	197,100	197,100	0
Total Revenues & Transfers	**$ 984,710**	**$ 1,254,808**	**$ 1,252,292**	**$ 1,001,076**
TOTAL AVAILABLE FUNDS	**$ 277,705**	**$ 907,803**	**$ 905,354**	**$ 701,231**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 0	$ 300,000	$ 300,000	$ 0
Subtotal Operating	**$ 0**	**$ 300,000**	**$ 300,000**	**$ 0**
Transfers To				
Debt Service	$ 624,643	$ 905,199	$ 905,199	$ 901,086
Subtotal Transfers	**$ 624,643**	**$ 905,199**	**$ 905,199**	**$ 901,086**
TOTAL APPROPRIATIONS	**$ 624,643**	**$ 1,205,199**	**$ 1,205,199**	**$ 901,086**
ENDING BALANCE	**$ (346,938)**	**$ (297,396)**	**$ (299,845)**	**$ (199,855)**

SPECIAL REVENUE FUND
INNER CITY INCENTIVE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Inner City Incentive Fund is designed to support economic development projects and stimulate development targeted toward neighborhoods in the inner city. Funds are used to construct necessary public infrastructure, promote infill housing and commercial development, improve facades, support job recruitment and retention, and address traffic and mobility issues.

AVAILABLE FUNDS	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
Beginning Balance	**$ 142,238**	**$ 0**	**$ 233,217**	**$ 0**
Adjustment for Reserve	(890,444)	0	(502,646)	0
Net Balance	**$ (748,206)**	**$ 0**	**$ (269,429)**	**$ 0**
REVENUES				
Transfer from General Fund	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
Interest on Time Deposits	11,756	0	11,782	0
Recovery of Prior Year Expenditures	54,965	53,966	237,948	53,966
Other Revenues	24,258	36,809	19,699	19,600
Total Revenues & Transfers	**$ 2,090,979**	**$ 2,090,775**	**$ 2,269,429**	**$ 2,073,566**
TOTAL AVAILABLE FUNDS	**$ 1,342,773**	**$ 2,090,775**	**$ 2,000,000**	**$ 2,073,566**
APPROPRIATIONS				
Personal Services	56,298	0	65,432	0
Contractual Services	$ 1,031,751	$ 2,000,000	$ 1,922,973	$ 2,000,000
Self-Insurance/Other Expenditures	0	0	0	0
Capital Outlay	21,507	0	11,595	0
Transfers	0	0	0	0
Subtotal Operating	**$ 1,109,556**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**
TOTAL APPROPRIATIONS	**$ 1,109,556**	**$ 2,000,000**	**$ 2,000,000**	**$ 2,000,000**
ENDING BALANCE	**$ 233,217**	**$ 90,775**	**$ 0**	**$ 73,566**

SPECIAL REVENUE FUND
JUVENILE CASE MANAGER FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2010, the Juvenile Case Manager Fund was created to account for the juvenile case manager fee collected from defendants convicted of a fine-only misdemeanor. The funds will be used to finance the salary and benefits of juvenile case managers employed by the Municipal Court.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 1,066,947**	**$ 867,523**	**$ 875,344**	**$ 537,687**
REVENUES				
Juvenile Case Manager Fee	$ 643,413	$ 644,306	$ 579,168	$ 532,487
Bexar County Fee	356,320	334,418	334,418	334,418
Truancy Fee	118,545	121,239	127,056	121,239
Interest on Time Deposits	3,861	8,295	2,368	0
Total Revenues & Transfers	**$ 1,122,139**	**$ 1,108,258**	**$ 1,043,010**	**$ 988,144**
TOTAL AVAILABLE FUNDS	**$ 2,189,086**	**$ 1,975,781**	**$ 1,918,354**	**$ 1,525,831**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,135,646	$ 1,296,023	$ 1,146,820	$ 1,150,733
Contractual Services	55,220	4,380	118,967	4,380
Commodities	4,315	7,000	7,033	7,000
Self-Insurance/Other Expenditures	92,192	103,935	104,283	118,087
Capital Outlay	26,369	3,572	3,564	12,468
Subtotal Operating	**$ 1,313,742**	**$ 1,414,910**	**$ 1,380,667**	**$ 1,292,668**
TOTAL APPROPRIATIONS	**$ 1,313,742**	**$ 1,414,910**	**$ 1,380,667**	**$ 1,292,668**
NET ENDING BALANCE	**$ 875,344**	**$ 560,871**	**$ 537,687**	**$ 233,163**

SPECIAL REVENUE FUND
MUNICIPAL COURT SECURITY FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2006, the Municipal Court Security Fund was created to account for the security fee collected from defendants convicted of a misdemeanor. These funds will be used to finance the purchase of security enhancements and for providing security services for the Municipal Court.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (46,643)**	**$ (11,696)**	**$ (6,613)**	**$ (28,141)**
REVENUES				
Security Fee	$ 393,932	$ 394,191	$ 362,196	$ 353,534
Transfer-In from General Fund	135,641	120,000	119,971	180,000
Total Revenues & Transfers	**$ 529,573**	**$ 514,191**	**$ 482,167**	**$ 533,534**
TOTAL AVAILABLE FUNDS	**$ 482,930**	**$ 502,495**	**$ 475,554**	**$ 505,393**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 353,831	$ 353,970	$ 373,690	$ 371,115
Contractual Services	63,517	57,220	58,812	57,220
Commodities	1,498	5,005	3,155	5,005
Self-Insurance/Other Expenditures	39,173	45,549	44,617	49,728
Capital Outlay	1,379	0	0	0
Subtotal Operating	**$ 459,398**	**$ 461,744**	**$ 480,274**	**$ 483,068**
Transfers To				
General Fund - Indirect Cost	$ 30,145	$ 23,421	$ 23,421	$ 20,216
Subtotal Transfers	**$ 30,145**	**$ 23,421**	**$ 23,421**	**$ 20,216**
TOTAL APPROPRIATIONS	**$ 489,543**	**$ 485,165**	**$ 503,695**	**$ 503,284**
NET ENDING BALANCE	**$ (6,613)**	**$ 17,330**	**$ (28,141)**	**$ 2,109**

SPECIAL REVENUE FUND
MUNICIPAL COURT TECHNOLOGY FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2006, the Municipal Court Technology Fund was created to account for the technology fee collected from defendants convicted of a misdemeanor. The funds will be used to finance the purchase of or maintain the technological enhancements for the Municipal Court.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 623,374**	**$ 524,058**	**$ 565,438**	**$ 351,368**
Adjustment for Reserve	(11,355)	0	0	0
Net Balance	**$ 612,019**	**$ 524,058**	**$ 565,438**	**$ 351,368**
REVENUES				
Technology Fee	$ 525,159	$ 509,157	$ 482,903	$ 471,293
MSB Rebate Fee	12,565	14,760	9,290	0
Interest on Time Deposits	2,135	0	2,194	0
Total Revenues & Transfers	**$ 539,859**	**$ 523,917**	**$ 494,387**	**$ 471,293**
TOTAL AVAILABLE FUNDS	**$ 1,151,878**	**$ 1,047,975**	**$ 1,059,825**	**$ 822,661**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 524,958	$ 705,368	$ 687,790	$ 705,368
Self-Insurance/Other Expenditures	16,504	1,888	1,449	1,375
Capital Outlay	15,980	0	0	0
Subtotal Operating	**$ 557,442**	**$ 707,256**	**$ 689,239**	**$ 706,743**
Transfers To				
General Fund - Indirect Cost	$ 28,998	$ 19,218	$ 19,218	$ 13,639
Subtotal Transfers	**$ 28,998**	**$ 19,218**	**$ 19,218**	**$ 13,639**
TOTAL APPROPRIATIONS	**$ 586,440**	**$ 726,474**	**$ 708,457**	**$ 720,382**
GROSS ENDING BALANCE	**$ 565,438**	**$ 321,501**	**$ 351,368**	**$ 102,279**

SPECIAL REVENUE FUND
PARKS ENVIRONMENTAL FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2014, the Park Environmental Fund was established to account for certain expenditures associated with park mowing, sanitation, litter removal and tree trimming. These activities are funded through a $1 per month Parks Environmental Fee.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 122,095**	**$ 223,693**	**$ 268,301**	**$ 179,204**
REVENUES				
Parks Environmental Fee	$ 6,845,741	$ 6,906,466	$ 6,926,463	$ 7,009,440
Miscellaneous	2,758	0	0	0
Interest on Time Deposits	14	0	0	0
Total Revenue & Transfers	**$ 6,848,512**	**$ 6,906,466**	**$ 6,926,463**	**$ 7,009,440**
TOTAL AVAILABLE FUNDS	**$ 6,970,607**	**$ 7,130,159**	**$ 7,194,764**	**$ 7,188,644**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 4,110,208	$ 4,366,336	$ 4,364,637	$ 4,426,054
Contractual Services	2,014,473	2,083,919	2,104,369	2,139,581
Commodities	129,554	124,117	104,059	127,144
Self-Insurance/ Other Expenditures	448,071	467,369	438,607	489,256
Capital Outlay	0	3,888	3,888	1,421
Subtotal Operating	**$ 6,702,306**	**$ 7,045,629**	**$ 7,015,560**	**$ 7,183,456**
TOTAL APPROPRIATIONS	**$ 6,702,306**	**$ 7,045,629**	**$ 7,015,560**	**$ 7,183,456**
ENDING BALANCE	**$ 268,301**	**$ 84,530**	**$ 179,204**	**$ 5,188**

SPECIAL REVENUE FUND
PARKS DEVELOPMENT & EXPANSION - 2005 VENUE PROJECTS
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2006 the Parks Development & Expansion Fund - 2005 Venue Projects was established under Proposition 1 and 2 which increased the sales tax 1/8 of a cent to fund the purchase of land and easements over the Edwards Aquifer as well as the acquisition and improvement of linear parks along Leon and Salado Creek and San Antonio and Medina River.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 438,897**	**$ 1,893,703**	**$ 1,933,333**	**$ 173,228**
Adjustment for Reserve	4,352,155	0	(124,781)	0
Net Balance	**$ 4,791,052**	**$ 1,893,703**	**$ 1,808,552**	**$ 173,228**
REVENUES				
Interest on Time Deposits	$ 14,049	$ 3,249	$ 18,205	$ 14,000
Recovery of Expenditures	30,490	0	243,423	0
Total Revenues & Transfers	**$ 44,539**	**$ 3,249**	**$ 261,628**	**$ 14,000**
TOTAL AVAILABLE FUNDS	**$ 4,835,591**	**$ 1,896,952**	**$ 2,070,180**	**$ 187,228**
APPROPRIATIONS				
Transfers To				
Proposition 1 - Edwards	$ 0	$ 400,000	$ 400,000	$ 0
Proposition 2 - Leon	649,796	1,496,952	1,496,952	187,228
Proposition 2 - Salado	130,386	0	0	0
Proposition 2 - Medina	1,336,690	0	0	0
Proposition 2 - Linear Greenway	785,386	0	0	0
Subtotal Transfers	**$ 2,902,258**	**$ 1,896,952**	**$ 1,896,952**	**$ 187,228**
TOTAL APPROPRIATIONS	**$ 2,902,258**	**$ 1,896,952**	**$ 1,896,952**	**$ 187,228**
ENDING BALANCE	**$ 1,933,333**	**$ 0**	**$ 173,228**	**$ 0**

SPECIAL REVENUE FUND
PARKS DEVELOPMENT & EXPANSION - 2010 VENUE PROJECTS
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2012, the Parks Development & Expansion Fund - 2010 Venue Projects was established to account for revenues and expenses authorized by Proposition 1 and 2 approved by San Antonio voters in November 2010. Revenues are generated by a dedicated 1/8 cent sales tax and are utilized for purposes of the acquisition and preservation of land around the Edwards Aquifer as well as the continued development of Linear Parks along San Antonio creekways.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 18,173,906**	**$ 11,405,835**	**$ 10,979,556**	**$ 512,241**
Adjustment for Reserve	16,122,107	0	310,312	0
Net Balance	**$ 34,296,013**	**$ 11,405,835**	**$ 11,289,868**	**$ 512,241**
REVENUES				
Sales Tax Revenue	$ 10,277,939	$ 0	$ 247,320	$ 0
Interest on Time Deposits	186,243	201,725	242,941	344,258
Renovation of Linear Creekway Improvements	100,000	250,000	250,000	105,000
Recovery of Expenditures	0	0	88,234	0
Total Revenues & Transfers	**$ 10,564,182**	**$ 451,725**	**$ 828,495**	**$ 449,258**
TOTAL AVAILABLE FUNDS	**$ 44,860,195**	**$ 11,857,560**	**$ 12,118,363**	**$ 961,499**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 278,393	$ 0	$ 0	$ 0
Subtotal Operating	**$ 278,393**	**$ 0**	**$ 0**	**$ 0**
Transfers To				
Proposition 1 - Edwards Aquifer Land Acquisition	$ 18,679,192	$ 0	$ 0	$ 0
Proposition 2 - Parks Development and Expansion	8,375,271	11,356,122	11,356,122	856,499
General Fund - Creekway Admin	594,919	0	0	0
General Fund - Creekway O&M	750,000	0	0	0
General Fund - Edwards Aquifer Admin	312,544	0	0	0
Debt Service	4,575,671	0	0	0
Renovation of Linear Creekway Improvements	314,649	250,000	250,000	105,000
Subtotal Transfers	**$ 33,602,246**	**$ 11,606,122**	**$ 11,606,122**	**$ 961,499**
TOTAL APPROPRIATIONS	**$ 33,880,639**	**$ 11,606,122**	**$ 11,606,122**	**$ 961,499**
GROSS ENDING BALANCE	**$ 10,979,556**	**$ 251,438**	**$ 512,241**	**$ 0**
RESERVE FOR FUTURE CAPITAL PROJECTS	**$ 10,979,556**	**$ 251,438**	**$ 512,241**	**$ 0**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
EDWARDS AQUIFER LAND ACQUISITION - 2015 VENUE PROJECTS
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2015, the Parks Development & Expansion Fund - 2015 Venue Projects was established to account for revenues and expenses authorized by Proposition 2 approved by San Antonio voters in May 2015. Revenues are generated by a dedicated 1/8 cent sales tax and are utilized for purposes to acquire and preserve land or interests in land in the Edwards Aquifer recharge and contributing zones both inside and outside Bexar County.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 0**	**$ 1,993,423**	**$ 3,637,727**	**$ 6,629,777**
Adjustment for Reserve	(8,927,083)	0	0	0
Net Balance	**$ (8,927,083)**	**$ 1,993,423**	**$ 3,637,727**	**$ 6,629,777**
REVENUES				
Sales Tax Revenue	$ 12,841,455	$ 19,272,512	$ 19,002,697	$ 19,667,791
Interest on Time Deposits	9,368	0	48,951	49,636
Total Revenues & Transfers	**$ 12,850,823**	**$ 19,272,512**	**$ 19,051,648**	**$ 19,717,427**
TOTAL AVAILABLE FUNDS	**$ 3,923,740**	**$ 21,265,935**	**$ 22,689,375**	**$ 26,347,204**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 213,095	$ 385,450	$ 380,054	$ 393,356
Subtotal Operating	**$ 213,095**	**$ 385,450**	**$ 380,054**	**$ 393,356**
Transfers To				
Proposition 1 - Edwards Aquifer Land Acquisition	$ 72,917	$ 15,367,000	$ 15,367,000	$ 10,000,000
General Fund - Edwards Aquifer Admin	0	312,544	312,544	312,544
Subtotal Transfers	**$ 72,917**	**$ 15,679,544**	**$ 15,679,544**	**$ 10,312,544**
TOTAL APPROPRIATIONS	**$ 286,012**	**$ 16,064,994**	**$ 16,059,598**	**$ 10,705,900**
GROSS ENDING BALANCE	**$ 3,637,727**	**$ 5,200,941**	**$ 6,629,777**	**$ 15,641,304**
RESERVE FOR FUTURE CAPITAL PROJECTS	**$ 3,637,727**	**$ 5,200,941**	**$ 6,629,777**	**$ 15,641,304**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
PARKS DEVELOPMENT & EXPANSION - 2015 VENUE PROJECTS
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2015, the Parks Development & Expansion Fund - 2015 Venue Projects was established to account for revenues and expenses authorized by Proposition 2 approved by San Antonio voters in May 2015. Revenues are generated by a dedicated 1/8 cent sales tax and are utilized for the acquisition of open space and development of linear parks along San Antonio's creekways.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 0**	**$ 2,893,156**	**$ 935,728**	**$ 7,083,301**
Adjustment for Reserve	(8,779,249)	0	0	0
Net Balance	**$ (8,779,249)**	**$ 2,893,156**	**$ 935,728**	**$ 7,083,301**
REVENUES				
Sales Tax Revenue	$ 10,095,820	$ 15,142,688	$ 14,930,690	$ 15,453,265
Interest on Time Deposits	7,340	0	36,496	0
Renovation of Linear Creekway Improvements	0	300,000	300,000	425,000
Total Revenues & Transfers	**$ 10,103,160**	**$ 15,442,688**	**$ 15,267,186**	**$ 15,878,265**
TOTAL AVAILABLE FUNDS	**$ 1,323,911**	**$ 18,335,844**	**$ 16,202,915**	**$ 22,961,565**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 167,432	$ 302,854	$ 298,614	$ 309,065
Subtotal Operating	**$ 167,432**	**$ 302,854**	**$ 298,614**	**$ 309,065**
Transfers To				
Proposition 2 - Parks Development and Expansion	$ 220,751	$ 7,180,000	$ 7,180,000	$ 979,898
General Fund - Creekway Admin	0	591,000	591,000	591,000
General Fund - Creekway O&M	0	750,000	750,000	750,000
Renovation of Linear Creekway Improvements	0	300,000	300,000	425,000
Subtotal Transfers	**$ 220,751**	**$ 8,821,000**	**$ 8,821,000**	**$ 2,745,898**
TOTAL APPROPRIATIONS	**$ 388,183**	**$ 9,123,854**	**$ 9,119,614**	**$ 3,054,963**
GROSS ENDING BALANCE	**$ 935,728**	**$ 9,211,990**	**$ 7,083,301**	**$ 19,906,603**
RESERVED FOR FUTURE CAPITAL PROJECTS	**$ 935,728**	**$ 9,211,990**	**$ 7,083,301**	**$ 19,906,603**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

SPECIAL REVENUE FUND
PRE-K 4 SA
SUMMARY OF ADOPTED BUDGET

Description:

In November 2012, voters approved a 1/8 cent sales tax to fund the Pre-K 4 SA initiative to provide high quality pre-k for four year olds throughout San Antonio. The Fiscal Year for Pre-K 4 SA runs from July 1 through June 30.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	ADOPTED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 19,585,654**	**$ 19,427,471**	**$ 19,876,036**	**$ 13,297,668**
Adjustment for Reserve	0	0	0	0
Net Balance	**$ 19,585,654**	**$ 19,427,471**	**$ 19,876,036**	**$ 13,297,668**
REVENUES				
Sales Tax	$ 32,862,490	$ 34,285,558	$ 34,247,005	$ 35,202,167
State/Local Match	3,622,527	4,166,400	3,998,507	4,464,000
USDA (Food)	1,190,142	1,425,416	1,356,432	1,454,575
Sliding Scale Tuition	666,043	900,000	774,985	600,000
Interest/Misc Revenue	138,619	24,568	117,557	33,815
Total Revenues & Transfers	**$ 38,479,821**	**$ 40,801,942**	**$ 40,494,486**	**$ 41,754,557**
TOTAL AVAILABLE FUNDS	**$ 58,065,475**	**$ 60,229,413**	**$ 60,370,522**	**$ 55,052,225**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 22,170,683	$ 25,883,522	$ 25,807,722	$ 25,939,907
Contractual Services	9,875,353	15,009,588	14,546,999	15,600,077
Commodities	931,911	1,268,860	1,281,867	1,027,430
Self-Insurance/Other Expenditures	1,439,892	1,269,082	1,283,330	1,139,112
Capital Outlay	14,227	99,498	119,462	234,000
Subtotal Operating	**$ 34,432,066**	**$ 43,530,550**	**$ 43,039,380**	**$ 43,940,526**
Transfers To				
General Fund - Indirect Cost	$ 423,666	$ 674,499	$ 674,499	$ 757,109
Transfers to Reserve Fund	0	0	0	200,000
Transfers to Debt Service	3,333,707	3,354,165	3,358,975	3,376,701
Subtotal Transfers	**$ 3,757,373**	**$ 4,028,664**	**$ 4,033,474**	**$ 4,333,810**
TOTAL APPROPRIATIONS	**$ 38,189,439**	**$ 47,559,214**	**$ 47,072,854**	**$ 48,274,336**
GROSS ENDING BALANCE	**$ 19,876,036**	**$ 12,670,199**	**$ 13,297,668**	**$ 6,777,890**

SPECIAL REVENUE FUND
PUBLIC EDUCATION AND GOVERNMENT FUND
SUMMARY OF PROPOSED BUDGET

Description:

This fund accounts for the revenues and expenditures relating to the Public and Education Government (PEG) Channel. Revenue is generated from a 1 percent charge to all local video providers and are used to fund capital projects associated with the PEG Channel.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 5,656,017**	**$ 6,327,169**	**$ 6,552,943**	**$ 8,223,220**
Adjustment for Reserve	521,069	0	0	0
Net Balance	**$ 6,177,086**	**$ 6,327,169**	**$ 6,552,943**	**$ 8,223,220**
REVENUES				
Business and Franchise Tax	$ 3,176,015	$ 2,962,072	$ 2,903,755	$ 2,916,483
Interest on Time Deposits	23,424	47,698	43,253	0
Miscellaneous	12,343	4,260	2,115	4,710
Total Revenues & Transfers	**$ 3,211,782**	**$ 3,014,030**	**$ 2,949,123**	**$ 2,921,193**
TOTAL AVAILABLE FUNDS	**$ 9,388,868**	**$ 9,341,199**	**$ 9,502,066**	**$ 11,144,413**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 149,812	$ 165,000	$ 165,000	$ 494,934
Commodities	1,739	0	0	0
Self-Insurance/Other Expenditures	5,673	0	0	0
Capital Outlay	2,164,986	1,103,400	1,103,400	3,701,800
Subtotal Operating	**$ 2,322,210**	**$ 1,268,400**	**$ 1,268,400**	**$ 4,196,734**
Transfers To				
General Fund - Indirect Cost	$ 10,446	$ 10,446	$ 10,446	$ 10,446
Capital Projects	503,269	0	0	0
Subtotal Transfers	**$ 513,715**	**$ 10,446**	**$ 10,446**	**$ 10,446**
TOTAL APPROPRIATIONS	**$ 2,835,925**	**$ 1,278,846**	**$ 1,278,846**	**$ 4,207,180**
GROSS ENDING BALANCE	**$ 6,552,943**	**$ 8,062,353**	**$ 8,223,220**	**$ 6,937,233**

SPECIAL REVENUE FUND
RIGHT OF WAY MANAGEMENT FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2001, the Right of Way Management Fund was established to separately account for the Right of Way Revenues and associated expenditures.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 1,579,564**	**$ 2,076,152**	**$ 2,225,895**	**$ 1,760,233**
Accounting Adjustment	(295,761)	0	0	0
Net Balance	**$ 1,283,803**	**$ 2,076,152**	**$ 2,225,895**	**$ 1,760,233**
REVENUES				
Permit Application Fee	$ 407,870	$ 433,593	$ 396,100	$ 396,500
Inspection Fee	2,483,998	2,599,555	2,660,750	2,663,410
Registration Fee	1,960	450	1,728	450
Non-Compliance ROW Penalties	155,400	387,239	375,239	70,000
Miscellaneous	0	0	435	0
Interest on Time Deposits	5,448	3,849	14,673	22,257
Recovery of Expenditures	111,412	79,625	79,625	79,625
Transfer In - Street Restoration Fund	0	0	0	600,000
Total Revenues & Transfers	**$ 3,166,088**	**$ 3,504,311**	**$ 3,528,550**	**$ 3,832,242**
TOTAL AVAILABLE FUNDS	**$ 4,449,891**	**$ 5,580,463**	**$ 5,754,445**	**$ 5,592,475**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,499,460	$ 2,498,836	$ 2,430,952	$ 2,786,269
Contractual Services	222,054	464,122	538,844	254,056
Commodities	20,805	26,670	26,366	24,470
Self Insurance/Other Expenditures	215,361	297,348	278,035	294,027
Capital Outlay	110,916	344,918	344,776	1,791
Subtotal Operating	**$ 2,068,596**	**$ 3,631,894**	**$ 3,618,973**	**$ 3,360,613**
Transfers To				
Street Repair	$ 155,400	$ 387,239	$ 375,239	$ 70,000
Capital Projects	0	0	0	600,000
Subtotal Transfers	**$ 155,400**	**$ 387,239**	**$ 375,239**	**$ 670,000**
TOTAL APPROPRIATIONS	**$ 2,223,996**	**$ 4,019,133**	**$ 3,994,212**	**$ 4,030,613**
ENDING BALANCE	**$ 2,225,895**	**$ 1,561,330**	**$ 1,760,233**	**$ 1,561,862**

SPECIAL REVENUE FUND
STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2006, the Starbright Industrial Development Corporation Fund was established to account for the proceeds from City Public Service to be used to repay the debt service associated with the Toyota plant land purchase.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 775**	**$ 838**	**$ 896**	**$ 1,042**
Net Balance	**$ 775**	**$ 838**	**$ 896**	**$ 1,042**
REVENUES				
Interest on Time Deposits	$ 120	$ 0	$ 146	$ 0
Transfer from the General Fund	1,578,542	1,662,902	1,662,902	1,663,177
Total Revenues & Transfers	**$ 1,578,662**	**$ 1,662,902**	**$ 1,663,048**	**$ 1,663,177**
TOTAL AVAILABLE FUNDS	**$ 1,579,437**	**$ 1,662,902**	**$ 1,663,944**	**$ 1,664,219**
APPROPRIATIONS				
Operating Expenses				
Self-Insurance/Other Expenditures	$ 1,578,541	$ 1,662,902	$ 1,662,902	$ 1,663,177
Subtotal Operating	**$ 1,578,541**	**$ 1,662,902**	**$ 1,662,902**	**$ 1,663,177**
TOTAL APPROPRIATIONS	**$ 1,578,541**	**$ 1,662,902**	**$ 1,662,902**	**$ 1,663,177**
ENDING BALANCE	**$ 896**	**$ 838**	**$ 1,042**	**$ 1,042**

SPECIAL REVENUE FUND
STORM WATER OPERATING FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Storm Water Operating Fund was established to account for all revenues and expenditures associated with the operation and maintenance of all City storm water activities. Revenue is generated from a Storm Water Utility Fee. The Storm Water Fund consists of several City activities that are responsible for the City's infrastructure system of lakes, streams, basins, dams, and storm water systems.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 5,059,443**	**$ 2,535,136**	**$ 1,145,499**	**$ 79,349**
Accounting Adjustment	(3,346,027)	0	226,776	0
Net Balance	**$ 1,713,416**	**$ 2,535,136**	**$ 1,372,275**	**$ 79,349**
REVENUES				
Storm Water Revenues	$ 42,955,149	$ 48,269,984	$ 47,409,213	$ 49,409,882
Interest on Time Deposits	14,755	38,518	23,731	70,188
Recovery of Expenditures	372,665	183,627	214,079	0
Total Revenues & Transfers	**$ 43,342,569**	**$ 48,492,129**	**$ 47,647,023**	**$ 49,480,070**
TOTAL AVAILABLE FUNDS	**$ 45,055,985**	**$ 51,027,265**	**$ 49,019,298**	**$ 49,559,419**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 14,611,503	$ 16,034,126	$ 15,650,934	$ 16,508,512
Contractual Services	4,122,851	4,870,661	4,726,283	5,251,995
SAWS - Reimbursement	4,893,499	5,203,996	5,106,372	5,203,996
Commodities	2,083,931	1,911,742	1,968,253	1,797,674
Self Insurance/Other Expenditures	5,099,939	5,507,948	5,381,063	5,406,023
Capital Outlay	1,564,432	724,620	725,167	65,504
Subtotal Operating	**$ 32,376,155**	**$ 34,253,093**	**$ 33,558,072**	**$ 34,233,704**
Transfers To				
General Fund - Indirect Cost	$ 1,746,171	$ 2,085,860	$ 2,085,860	$ 2,197,420
General Fund - Other	1,397,716	1,587,163	1,587,163	1,623,415
Capital Projects	1,329,947	4,500,000	4,500,000	2,050,000
Debt Service	6,890,508	7,207,304	7,208,854	7,888,736
Grant	169,989	0	0	0
Subtotal Transfers	**$ 11,534,331**	**$ 15,380,327**	**$ 15,381,877**	**$ 13,759,571**
TOTAL APPROPRIATIONS	**$ 43,910,486**	**$ 49,633,420**	**$ 48,939,949**	**$ 47,993,275**
ENDING BALANCE	**$ 1,145,499**	**$ 1,393,845**	**$ 79,349**	**$ 1,566,144**

SPECIAL REVENUE FUND
STORM WATER REGIONAL FACILITIES FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2001, the Storm Water Regional Facilities Fund was established to separately account for Detention Pond revenues and associated expenditures. Revenues are generated from fees in lieu of on-site detention.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,867,391**	**$ 2,384,268**	**$ 2,733,647**	**$ 3,927,692**
Accounting Adjustment	(497,816)	0	1,933,397	0
Net Balance	**$ 2,369,575**	**$ 2,384,268**	**$ 4,667,044**	**$ 3,927,692**
REVENUES				
Detention Pond Revenues	$ 5,097,443	$ 5,228,308	$ 5,283,758	$ 5,340,717
Floodplain Verification Fee	1,000	2,561	0	0
Interest on Time Deposits	62,069	126,262	126,262	227,058
Recovery of Expenditures	14,263	0	0	0
Total Revenues & Transfers	**$ 5,174,775**	**$ 5,357,131**	**$ 5,410,020**	**$ 5,567,775**
TOTAL AVAILABLE FUNDS	**$ 7,544,350**	**$ 7,741,399**	**$ 10,077,064**	**$ 9,495,467**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,014,049	$ 1,011,319	$ 1,035,945	$ 1,170,892
Contractual Services	1,611,688	212,085	179,824	266,100
Commodities	4,856	14,732	14,124	15,282
Self Insurance/Other Expenditures	181,583	126,623	112,637	134,186
Capital Outlay	3,329	2,476	6,842	5,940
Subtotal Operating	**$ 2,815,505**	**$ 1,367,235**	**$ 1,349,372**	**$ 1,592,400**
Transfers To				
Capital Projects	$ 1,995,198	$ 4,800,000	$ 4,800,000	$ 6,690,000
Subtotal Transfers	**$ 1,995,198**	**$ 4,800,000**	**$ 4,800,000**	**$ 6,690,000**
TOTAL APPROPRIATIONS	**$ 4,810,703**	**$ 6,167,235**	**$ 6,149,372**	**$ 8,282,400**
ENDING BALANCE	**$ 2,733,647**	**$ 1,574,164**	**$ 3,927,692**	**$ 1,213,067**

SPECIAL REVENUE FUND
TAX INCREMENT FINANCING
SUMMARY OF PROPOSED BUDGET

Description:

Tax increment financing is a tool, governed by the Tax Increment Finance Act Chapter 311 of the Texas Tax Code, to publicly finance needed infrastructure improvements and enhancements for residential and commercial developments within a defined area called Tax Increment Reinvestment Zone (TIRZ). In FY 1998, City Council created the Tax Increment Finance Program in accordance with the Community Revitalization Action Group (CRAG) recommendation. Currently, there are 20 TIRZs.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 32,050**	**$ 359,838**	**$ 394,467**	**$ 599,912**
REVENUES				
Administrative Fee	$ 893,537	$ 792,704	$ 903,844	$ 839,527
Interest on Time Deposits	839	0	1,207	0
Total Revenues & Transfers	**$ 894,376**	**$ 792,704**	**$ 905,051**	**$ 839,527**
TOTAL AVAILABLE FUNDS	**$ 926,426**	**$ 1,152,542**	**$ 1,299,518**	**$ 1,439,439**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 491,816	$ 633,171	$ 585,813	$ 651,026
Contractual Services	539	20,871	34,241	20,871
Commodities	1,073	6,953	2,700	6,953
Self-Insurance/Other Expenditures	37,434	39,315	39,304	43,241
Capital Outlay	1,097	3,830	3,830	0
Subtotal Operating	**$ 531,959**	**$ 704,140**	**$ 665,888**	**$ 722,091**
Transfers To				
General Fund - Indirect Cost	$ 0	$ 33,718	$ 33,718	$ 32,750
Subtotal Transfers	**$ 0**	**$ 33,718**	**$ 33,718**	**$ 32,750**
TOTAL APPROPRIATIONS	**$ 531,959**	**$ 737,858**	**$ 699,606**	**$ 754,841**
ENDING BALANCE	**$ 394,467**	**$ 414,684**	**$ 599,912**	**$ 684,598**

SPECIAL REVENUE FUND
TREE CANOPY PRESERVATION & MITIGATION FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Tree Preservation Mitigation Fund was established to account for funds collected from tree mitigation fees and civil penalties. Revenues earned are designated for tree preservation, tree planting and educational activities.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 3,535,868**	**$ 1,762,882**	**$ 2,360,977**	**$ 1,742,149**
Adjustment for Reserve	(1,171,550)	0	0	0
Net Balance	**$ 2,364,318**	**$ 1,762,882**	**$ 2,360,977**	**$ 1,742,149**
REVENUES				
Mitigation Fee	$ 942,780	$ 742,350	$ 1,200,608	$ 850,000
Canopy Fee - Residential	68,935	75,750	79,151	77,310
Canopy Fee - Commercial	432,220	242,400	481,100	285,000
Certification Credits	1,784	0	3,686	0
Recovery of Prior Year Expenditures	3,043	0	0	0
Interest on Time Deposits	14,811	29,116	30,178	54,254
Total Revenues & Transfers	**$ 1,463,573**	**$ 1,089,616**	**$ 1,794,723**	**$ 1,266,564**
TOTAL AVAILABLE FUNDS	**$ 3,827,891**	**$ 2,852,498**	**$ 4,155,700**	**$ 3,008,713**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 200,221	$ 249,085	$ 213,451	$ 220,269
Contractual Services	653,146	1,141,131	1,305,941	1,108,781
Commodities	255,094	544,650	387,650	1,047,923
Self-Insurance/Other Expenditures	62,550	70,809	68,002	75,954
Capital Outlay	11,770	1,038	1,211	2,842
Subtotal Operating	**$ 1,182,781**	**$ 2,006,713**	**$ 1,976,255**	**$ 2,455,769**
Transfers To				
General Fund - Indirect Costs	$ 17,453	$ 17,015	$ 17,015	$ 29,577
Capital Projects	266,680	420,281	420,281	0
Subtotal Transfers	**$ 284,133**	**$ 437,296**	**$ 437,296**	**$ 29,577**
TOTAL APPROPRIATIONS	**$ 1,466,914**	**$ 2,444,009**	**$ 2,413,551**	**$ 2,485,346**
ENDING BALANCE	**$ 2,360,977**	**$ 408,489**	**$ 1,742,149**	**$ 523,367**

Enterprise Funds

ENTERPRISE FUND
AIRPORT OPERATING AND MAINTENANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Airport Operating & Maintenance Fund is an enterprise fund established to record all revenues and expenditures associated with the operations and maintenance of the San Antonio International Airport and Stinson Municipal Airport facilities. Airport user fees provide for operation and maintenance and required debt service for outstanding bonds. Aviation Bond Ordinance prohibits any credit to Airport Capital Improvement Funds which would reduce the Restricted Reserve balance to less than three months of operation and maintenance expenses.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	$ **11,008,108**	$ **16,059,208**	$ **15,491,144**	$ **17,001,819**
Adjustment for Reserve	(2,396,655)	0	0	0
Net Balance	**$ 8,611,453**	**$ 16,059,208**	**$ 15,491,144**	**$ 17,001,819**
REVENUES				
Airline Revenues				
Landing Fees	$ 9,823,523	$ 11,273,686	$ 11,098,677	$ 13,999,375
Terminal Building Rentals	16,316,062	16,159,334	16,366,567	17,309,277
Baggage Handling System Charges	1,863,939	1,943,285	1,875,382	2,050,733
Passenger Loading Bridge Charges	341,430	336,876	288,054	353,227
City Gate Charges	1,367,900	917,888	1,393,645	1,186,076
RON Fees	854,081	821,875	727,554	791,375
FIS Space Fees	1,789,386	2,000,297	1,468,537	1,544,085
Ramp Fees	2,643,686	2,583,774	2,552,441	2,918,526
Non-Airline Revenues				
Concession Contracts	19,944,127	18,941,586	20,169,528	20,197,888
Parking Fees	18,993,129	20,328,617	18,913,818	24,900,917
Property Leases	8,942,680	8,703,871	9,520,334	9,594,116
Stinson Airport	330,375	314,953	329,350	326,348
General Aviation Fuel	627,599	630,856	609,470	610,113
Interest Income	110,777	264,671	193,573	191,257
Misc. Revenues	6,544,886	3,199,252	3,170,121	975,287
Total Revenues & Transfers	**$ 90,493,580**	**$ 88,420,821**	**$ 88,677,051**	**$ 96,948,600**
Transfer of Airline Credits from Capital Improvement Fund	$ 6,004,266	$ 4,611,456	$ 4,008,712	$ 4,425,771
TOTAL AVAILABLE FUNDS	**$ 105,109,299**	**$ 109,091,485**	**$ 108,176,907**	**$ 118,376,189**
APPROPRIATIONS				
Personal Services	$ 30,962,028	$ 33,428,488	$ 33,140,817	$ 35,111,887
Contractual Services	16,219,986	17,562,322	18,132,116	18,085,887
Commodities	1,558,553	2,078,996	2,066,771	2,159,322
Self-Insurance/Other Expenditures	7,281,039	7,320,411	7,239,047	7,761,821
Capital Outlay	1,413,890	2,217,653	1,866,734	3,198,769
Subtotal Operating	**$ 57,435,496**	**$ 62,607,870**	**$ 62,445,485**	**$ 66,317,686**
Transfers To				
General Fund-Indirect Cost	$ 1,239,990	$ 1,300,314	$ 1,300,314	$ 1,453,443
General Fund-Other	237,525	248,071	248,071	236,144
Airport Capital Improvement Funds	13,947,726	11,171,158	10,410,348	16,742,535
Revenue Bond Debt Service	16,757,418	16,771,685	16,770,870	15,536,320
Subtotal Transfers	**$ 32,182,659**	**$ 29,491,228**	**$ 28,729,603**	**$ 33,968,442**
TOTAL APPROPRIATIONS	**$ 89,618,155**	**$ 92,099,098**	**$ 91,175,088**	**$ 100,286,128**
GROSS ENDING BALANCE	**$ 15,491,144**	**$ 16,992,387**	**$ 17,001,819**	**$ 18,090,061**
RESTRICTED RESERVE	**$ 15,491,144**	**$ 16,992,387**	**$ 17,001,819**	**$ 18,090,061**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

ENTERPRISE FUND
AIRPORT PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN FUND
SUMMARY OF PROPOSED BUDGET

Description:
The Passenger Facility Charge Revenue (PFC) Fund was established to account for Passenger Facility Charges imposed on each passenger enplaned. The revenues pay for capital expenses and debt service associated with the preservation, enhancement, safety, security, or noise reduction for the San Antonio International Airport. The first priority on the use of the funds is debt service for the PFC bonds. The remaining balance less reserves is transferred to the PFC Capital Improvement Fund for pay as you go Capital Projects.

		ACTUAL FY 2016	ADOPTED FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS					
Beginning Balance	**$**	**0**	**0**	**0**	**0**
Net Balance	**$**	**0**	**0**	**0**	**0**
REVENUES					
Passenger Facility Charges	$	16,034,638	16,766,288	16,766,288	17,021,893
Interest on Time Deposits		0	41,916	41,916	42,555
Transfer from Capital Improvement Fund		608,213	0	0	0
Total Revenues & Transfers	**$**	**16,642,851**	**16,808,204**	**16,808,204**	**17,064,448**
TOTAL AVAILABLE FUNDS	**$**	**16,642,851**	**16,808,204**	**16,808,204**	**17,064,448**
APPROPRIATIONS					
Transfers To					
PFC Capital Improvement Fund	$	305	143,663	148,103	400,482
Debt Service Fund		16,642,546	16,664,541	16,660,101	16,663,966
Subtotal Transfers	**$**	**16,642,851**	**16,808,204**	**16,808,204**	**17,064,448**
TOTAL APPROPRIATIONS	**$**	**16,642,851**	**16,808,204**	**16,808,204**	**17,064,448**
GROSS ENDING BALANCE	**$**	**0**	**0**	**0**	**0**
NET ENDING BALANCE	**$**	**0**	**0**	**0**	**0**

ENTERPRISE FUND
CUSTOMER FACILITY CHARGE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Customer Facility Charge Revenue (CFC) Fund was established to account for Customer Facility Charges imposed on customers renting cars at the San Antonio International Airport. The revenues pay for capital expenses and debt service associated with the design and construction of the Consolidated Rental Car Facility at the Airport.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 114,674,514**	**$ 97,756,843**	**$ 99,287,459**	**$ 21,302,410**
Accounting Adjustment	0	0	(17,000,000)	0
Net Balance	**$ 114,674,514**	**$ 97,756,843**	**$ 82,287,459**	**$ 21,302,410**
REVENUES				
Customer Facility Charges	$ 10,694,029	$ 10,624,615	$ 10,624,615	$ 10,675,437
Interest on Time Deposits	162,594	12,071	12,071	12,071
Recovery of Expenditures	13,683	0	0	0
Transfer from Other Funds	27,791	0	0	0
Total Revenues & Transfers	**$ 10,898,097**	**$ 10,636,686**	**$ 10,636,686**	**$ 10,687,508**
TOTAL AVAILABLE FUNDS	**$ 125,572,611**	**$ 108,393,529**	**$ 92,924,145**	**$ 31,989,918**
APPROPRIATIONS				
Contractual Services	$ 500	$ 50,000	$ 50,000	$ 0
Administrative Trustee Cost	0	0	0	300,000
Subtotal	**$ 500**	**$ 50,000**	**$ 50,000**	**$ 300,000**
Transfers To				
Transfer to Airport Construction Fund	$ 15,156,820	$ 60,537,000	$ 60,537,000	$ 3,750,000
Transfer for Airport Parking Operations	0	2,271,000	2,271,000	0
Transfer to Debt Service - CFC	6,895,182	10,723,800	6,823,485	6,998,485
Transfer to Debt Service - GARB	2,109,992	1,940,250	1,940,250	1,940,250
Transfer to Surplus	2,102,658	0	0	0
Transfer to Administrative Costs	20,000	0	0	0
	$ 26,284,652	**$ 75,472,050**	**$ 71,571,735**	**$ 12,688,735**
TOTAL APPROPRIATIONS	**$ 26,285,152**	**$ 75,522,050**	**$ 71,621,735**	**$ 12,988,735**
ENDING BALANCE	**$ 99,287,459**	**$ 32,871,479**	**$ 21,302,410**	**$ 19,001,183**

ENTERPRISE FUND
DEVELOPMENT SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Development Services Fund was established in FY 2007 to account for all revenues & expenditures associated with the operation & maintenance of all City development services activities.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 3,024,737**	**$ 782,047**	**$ 3,993,176**	**$ 2,881,348**
Adjustment for Reserve	(75,632)	0	(1,205,719)	0
Net Balance	**$ 2,949,105**	**$ 782,047**	**$ 2,787,457**	**$ 2,881,348**
REVENUES				
Development Services Permits/Fees	$ 26,938,362	$ 27,518,852	$ 27,614,990	$ 28,302,722
Interest on Time Deposits	66,842	162,054	118,290	254,017
Transfer from General Fund	268,602	316,165	316,165	276,541
Transfer from General Fund - ICRIP	1,458,803	2,500,000	2,500,000	2,500,000
Fire Prevention	2,239,879	2,213,023	2,150,569	2,150,569
Total Revenues & Transfers	**$ 30,972,488**	**$ 32,710,094**	**$ 32,700,014**	**$ 33,483,849**
TOTAL AVAILABLE FUNDS	**$ 33,921,593**	**$ 33,492,141**	**$ 35,487,471**	**$ 36,365,197**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 17,598,454	$ 19,831,355	$ 19,623,320	$ 21,254,183
Contractual Services	1,695,059	1,763,971	1,972,006	2,066,818
Commodities	234,536	324,932	324,932	358,969
Self-Insurance/Other Expenditures	4,908,875	4,822,936	4,791,304	5,305,294
Capital Outlay	289,254	663,280	663,280	82,051
Subtotal Operating	**$ 24,726,178**	**$ 27,406,474**	**$ 27,374,842**	**$ 29,067,315**
Transfers To				
General Fund - Indirect Cost	$ 1,203,288	$ 1,265,249	$ 1,265,249	$ 1,518,480
General Fund - Three Positions at One Stop	138,484	140,464	140,464	140,411
General Fund - Fire Prevention	2,235,697	2,213,023	2,150,569	2,150,569
Capital Project - Comprehensive software system	1,063,433	0	0	0
Capital Project - Parking expansion contract	561,337	0	0	0
Southern Edwards Plateau Fund	0	175,000	175,000	175,000
Subtotal Transfers	**$ 5,202,239**	**$ 3,793,736**	**$ 3,731,282**	**$ 3,984,460**
TOTAL APPROPRIATIONS	**$ 29,928,417**	**$ 31,200,210**	**$ 31,106,124**	**$ 33,051,775**
GROSS ENDING BALANCE	**$ 3,993,176**	**$ 2,291,932**	**$ 4,381,348**	**$ 3,313,422**
LESS: BUDGETED FINANCIAL RESERVES				
Budgeted Financial Reserves (Incremental Amount)	$ 0	$ 500,000	$ 500,000	$ 500,000
Reserve for Capital Projects (Incremental Amount)	0	1,000,000	1,000,000	1,250,000
NET ENDING BALANCE	**$** 3,993,176	**$** 791,932	**$** 2,881,348	**$** 1,563,422
BUDGET RESERVE SUMMARY (CUMULATIVE)				
Budgeted Financial Reserves	968,516	1,468,516	1,968,516	2,468,516
Reserve for Capital Projects	0	1,000,000	1,000,000	2,250,000

ENTERPRISE FUND
MARKET SQUARE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Market Square Fund will account for all revenues and expenditures associated with the management and operation of the Farmers Market, El Mercado, the Market Square Parking Lot, and Centro de Artes.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 569,517**	**$ 675,087**	**$ 652,359**	**$ 596,723**
Adjustment for Reserve	252,435	0	0	0
Net Balance	**$ 821,952**	**$ 675,087**	**$ 652,359**	**$ 596,723**
REVENUES				
El Mercado Leases	$ 597,602	$ 550,940	$ 608,466	$ 609,966
Farmers Market Leases	738,602	750,074	752,636	753,929
Plaza Rentals/Vendor Fees	479,523	520,050	466,043	463,880
Patio Space/Parking Lease	224,122	227,585	234,330	235,986
Market Square Parking Revenues	878,796	883,068	864,952	864,767
Interest Income	4,487	1,578	7,354	15,389
Total Revenues & Transfers	**$ 2,923,132**	**$ 2,933,295**	**$ 2,933,781**	**$ 2,943,917**
TOTAL AVAILABLE FUNDS	**$ 3,745,084**	**$ 3,608,382**	**$ 3,586,140**	**$ 3,540,640**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 312,542	$ 411,444	$ 372,331	$ 429,911
Contractual Services	1,521,617	1,760,339	1,768,902	1,465,339
Commodities	31,157	49,445	68,316	49,445
Self-Insurance/Other Expenditures	445,648	413,533	420,421	400,090
Capital Outlay	0	1,296	1,805	2,076
Subtotal Operating	**$ 2,310,964**	**$ 2,636,057**	**$ 2,631,775**	**$ 2,346,861**
Transfers To				
Parking Fund Costs	$ 153,198	$ 176,491	$ 176,491	$ 211,323
General Fund - Other	60,666	88,198	88,198	90,470
Public Improvement District	11,448	11,448	11,448	11,448
Energy Efficiency Fund	87,241	78,449	78,449	78,449
Capital Projects	469,208	0	3,056	0
Subtotal Transfers	**$ 781,761**	**$ 354,586**	**$ 357,642**	**$ 391,690**
TOTAL APPROPRIATIONS	**$ 3,092,725**	**$ 2,990,643**	**$ 2,989,417**	**$ 2,738,551**
ENDING BALANCE	**$ 652,359**	**$ 617,739**	**$ 596,723**	**$ 802,089**

ENTERPRISE FUND
PARKING OPERATING AND MAINTENANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Parking Fund was established in FY 1980 to account for revenues and expenditures associated with the operation and maintenance of the City's parking structures and parking areas and required debt service for outstanding bonds. The Department of Center City Development is responsible for the administration of the Parking Operating and Maintenance Fund, which is a self-supporting operation.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	$ **9,077,541**	$ **11,201,406**	$ **11,591,682**	$ **13,069,705**
Adjustment for Reserve	(75,070)	0	0	0
Net Balance	**$ 9,002,471**	**$ 11,201,406**	**$ 11,591,682**	**$ 13,069,705**
REVENUES				
Parking Garage & Lot Fees	$ 7,856,496	$ 7,722,576	$ 7,748,582	$ 7,503,251
Parking Meter Collections	1,676,364	1,493,446	1,561,877	1,546,750
Retail Space Leases	116,708	110,628	120,892	123,076
Miscellaneous	22,273	41,375	36,331	51,355
Recovery of Expenditures	27,459	7,000	7,000	0
Interest on Time Deposits	34,067	96,115	67,159	131,432
Transfer from General Fund	532,866	584,921	584,921	623,651
Transfer from Market Square	153,198	176,491	176,491	211,323
Transfer from Houston St. TIRZ	1,432,708	1,696,890	1,696,890	630,360
Total Revenue & Transfers	**$ 11,852,139**	**$ 11,929,442**	**$ 12,000,143**	**$ 10,821,198**
TOTAL AVAILABLE FUNDS	**$ 20,854,610**	**$ 23,130,848**	**$ 23,591,825**	**$ 23,890,903**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 4,187,974	$ 4,812,673	$ 4,308,761	$ 4,920,353
Contractual Services	1,304,856	1,089,413	1,574,373	1,703,983
Commodities	238,824	205,802	179,975	205,802
Other Expenditures	786,414	784,228	802,586	892,507
Capital Outlay	91,165	876,000	878,791	7,339
Subtotal Operating	**$ 6,609,233**	**$ 7,768,116**	**$ 7,744,486**	**$ 7,729,984**
Transfers To				
General Fund-Indirect Cost	$ 366,807	$ 293,149	$ 293,149	$ 304,466
General Fund-Other	339,591	393,883	393,883	425,757
Public Improvement District	49,805	49,805	49,805	49,805
General Obligation Debt Service	1,633,228	2,035,995	2,035,995	1,646,379
Capital Projects	259,462	0	0	0
Energy Efficiency Fund	4,802	4,802	4,802	4,802
Subtotal Transfers	**$ 2,653,695**	**$ 2,777,634**	**$ 2,777,634**	**$ 2,431,209**
TOTAL APPROPRIATIONS	**$ 9,262,928**	**$ 10,545,750**	**$ 10,522,120**	**$ 10,161,193**
GROSS ENDING BALANCE	**$ 11,591,682**	**$ 12,585,098**	**$ 13,069,705**	**$ 13,729,710**
OPERATING FINANCIAL RESERVE	**$ 11,591,682**	**$ 12,585,098**	**$ 13,069,705**	**$ 13,729,710**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

ENTERPRISE FUND
SOLID WASTE OPERATING AND MAINTENANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Solid Waste Fund was created to account for all revenues and expenditures associated with the operation and management of solid waste, recycling, brush collection and other related services.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 12,560,833**	**$ 11,172,175**	**$ 11,503,069**	**$ 4,760,111**
Adjustment for Reserve	(1,141,482)	0	0	0
Net Balance	**$ 11,419,351**	**$ 11,172,175**	**$ 11,503,069**	**$ 4,760,111**
REVENUES				
Solid Waste Fee	$ 80,433,721	$ 84,110,808	$ 84,110,808	$ 93,883,069
Environmental Service Fee	15,644,091	15,826,281	15,826,281	15,789,555
Organics Recycling Fee	24,438	0	0	0
Recycling Program	3,256,576	3,405,786	3,405,786	4,067,152
Brush Recycling Fee	1,164,518	1,131,286	1,156,749	1,043,755
Waste Hauler Permit Fee	1,064,168	1,102,987	1,055,068	1,055,068
Interest on Time Deposits	76,542	123,010	112,550	240,856
Miscellaneous Revenue	1,166,212	438,695	471,611	369,946
Transfer from ATD	119,213	122,056	122,056	125,064
Transfer from General Fund	115,650	265,650	265,650	180,397
Transfer from Fleet-Indirect	263,317	284,651	284,651	300,501
Total Revenues & Transfers	**$ 103,328,446**	**$ 106,811,210**	**$ 106,811,210**	**$ 117,055,363**
TOTAL AVAILABLE FUNDS	**$ 114,747,797**	**$ 117,983,385**	**$ 118,314,279**	**$ 121,815,474**
APPROPRIATIONS				
TOTAL OPERATING EXPENSES				
Personal Services	$ 35,278,405	$ 37,950,392	$ 38,274,987	$ 40,404,530
Contractual Services	30,634,537	31,571,311	32,323,354	32,465,733
Commodities	5,725,640	7,207,375	6,449,995	7,374,557
Self-Insurance/Other Expenditures	27,014,753	30,864,875	30,301,309	31,376,884
Capital Outlay	459,968	731,360	731,360	708,487
Total Operating	**$ 99,113,303**	**$ 108,325,313**	**$ 108,081,005**	**$ 112,330,191**
Transfers To				
General Fund - Indirect Cost	$ 2,392,058	$ 2,764,078	$ 2,764,078	$ 3,174,117
General Fund - Street/Alley Maintenance	1,200,000	1,376,000	1,376,000	1,376,000
Debt Service	294,842	1,333,085	1,333,085	1,972,332
Capital Projects	238,308	0	0	0
Other	6,217	0	0	0
Subtotal Transfers	**$ 4,131,425**	**$ 5,473,163**	**$ 5,473,163**	**$ 6,522,449**
TOTAL APPROPRIATIONS	**$ 103,244,728**	**$ 113,798,476**	**$ 113,554,168**	**$ 118,852,640**
GROSS ENDING BALANCE	**$ 11,503,069**	**$ 4,184,909**	**$ 4,760,111**	**$ 2,962,834**
LESS: BUDGETED FINANCIAL RESERVES				
Budgeted Financial Reserves (Incremental)	$ 0	$ 0	$ 0	$ 1,391,037
Reserve for Capital Projects (Incremental)	0	0	0	1,000,000
NET ENDING BALANCE	**$ 11,503,069**	**$ 4,184,909**	**$ 4,760,111**	**$ 571,797**
BUDGETED RESERVES SUMMARY (CUMULATIVE)				
Budgeted Financial Reserves	4,551,595	4,551,595	4,551,595	5,942,632
Reserve for Capital Projects	0	0	0	1,000,000

Expendable Trust Funds

EXPENDABLE TRUST FUND
CITY CEMETERIES FUND
SUMMARY OF PROPOSED BUDGET

Description:

The San Jose Burial Fund was established to account for the maintenance of the San Jose Burial Park. Effective January 1, 2011, the management of San Jose cemetery was transferred to a private management company. In FY 2012, this fund was renamed City Cemeteries Fund to account for revenues and expenses associated with San Jose Burial Park and the Historic Eastside Cemeteries.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 216,725**	**$ 172,553**	**$ 218,276**	**$ 162,833**
Adjustment for Reserve	0	0	(47,869)	0
Net Balance	**$ 216,725**	**$ 172,553**	**$ 170,407**	**$ 162,833**
REVENUES				
Lease Revenue	$ 169,700	$ 150,000	$ 162,000	$ 162,000
Lease Revenue - Perpetual (sub-fund)	99,878	85,000	95,000	0
Interest on Time Deposits	13,300	2,036	11,310	4,292
Total Revenue & Transfers	**$ 282,878**	**$ 237,036**	**$ 268,310**	**$ 166,292**
TOTAL AVAILABLE FUNDS	**$ 499,603**	**$ 409,589**	**$ 438,717**	**$ 329,125**
APPROPRIATIONS				
Operating Expenses				
Personnel Services	$ 63,377	$ 63,450	$ 65,281	$ 65,044
Contractual Services	94,205	121,350	106,100	121,350
Commodities	7,900	6,150	4,290	6,150
Self-Insurance/Other Expenditures	15,967	6,558	5,213	7,142
Capital Outlay	0	0	0	0
Subtotal Operating	**$ 181,449**	**$ 197,508**	**$ 180,884**	**$ 199,686**
Transfers To				
Perpetual (subfund)	$ 99,878	$ 85,000	$ 95,000	$ 0
Subtotal Transfers	**$ 99,878**	**$ 85,000**	**$ 95,000**	**$ 0**
TOTAL APPROPRIATIONS	**$ 281,327**	**$ 282,508**	**$ 275,884**	**$ 199,686**
GROSS ENDING BALANCE	**$ 218,276**	**$ 127,081**	**$ 162,833**	**$ 129,439**
RESTRICTED RESERVE	**$ 218,276**	**$ 127,081**	**$ 162,833**	**$ 129,439**
ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

Internal Service Funds

INTERNAL SERVICES FUND
CAPITAL MANAGEMENT SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2008, the Capital Management Services Fund was established to account for all the revenues and expenditures associated with the administration and delivery of capital improvement projects. This fund captures the administrative expenditures related to the delivery of projects and will account for the recovery of expenditures from Capital Program revenues such as General Obligation Bonds and Certificates of Obligation.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,465,864**	**$ 0**	**$ 0**	**$ 0**
Accounting Adjustment	(813,189)	7,537	0	0
Net Balance	**$ 1,652,675**	**$ 7,537**	**$ 0**	**$ 0**
REVENUES				
Capital Administrative Charges	$ 17,646,356	$ 18,908,504	$ 18,754,543	$ 20,423,062
Miscellaneous Revenues	19,564	0	0	55,355
Interest Income	5,627	0	0	0
Total Revenues & Transfers	**$ 17,671,547**	**$ 18,908,504**	**$ 18,754,543**	**$ 20,478,417**
TOTAL AVAILABLE FUNDS	**$ 19,324,222**	**$ 18,916,041**	**$ 18,754,543**	**$ 20,478,417**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 13,978,942	$ 13,936,692	$ 13,923,220	$ 15,270,286
Contractual Services	500,297	584,450	608,644	591,550
Commodities	137,886	183,895	180,632	190,495
Self Insurance/Other Expenditures	3,284,600	2,832,073	2,662,037	2,945,839
Capital Outlay	71,606	37,016	38,095	134,310
Subtotal Operating	**$ 17,973,331**	**$ 17,574,126**	**$ 17,412,628**	**$ 19,132,480**
Transfers To				
General Fund - Indirect Cost	$ 1,047,775	$ 1,341,915	$ 1,341,915	$ 1,345,937
Capital Projects	303,116	0	0	0
Subtotal Transfers	**$ 1,350,891**	**$ 1,341,915**	**$ 1,341,915**	**$ 1,345,937**
TOTAL APPROPRIATIONS	**$ 19,324,222**	**$ 18,916,041**	**$ 18,754,543**	**$ 20,478,417**
ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

INTERNAL SERVICE FUND
EQUIPMENT RENEWAL AND REPLACEMENT FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Equipment Renewal and Replacement Fund was established to record all revenues and expenditures associated with the replacement function of vehicles and heavy equipment. Revenues are generated from lease payments which are collected from all City departments participating in the replacement program.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,752,156**	**$ 9,167,504**	**$ 7,957,164**	**$ 6,889,033**
Adjustment for Reserve	22,836,283	0	745,417	0
Net Balance	**$ 25,588,439**	**$ 9,167,504**	**$ 8,702,581**	**$ 6,889,033**
REVENUES				
Sale of Vehicles	$ 6,698,161	$ 6,986,124	$ 4,463,362	$ 3,448,363
Interest Income	194,411	347,017	258,995	325,059
Lease of Rolling Equipment	38,335,459	36,325,294	35,579,471	36,925,782
Wrecked Leased Vehicle Charge	329,689	369,872	546,763	159,224
Miscellaneous Revenue	0	0	133,965	0
Total Revenues & Transfers	**$ 45,557,720**	**$ 44,028,307**	**$ 40,982,556**	**$ 40,858,428**
TOTAL AVAILABLE FUNDS	**$ 71,146,159**	**$ 53,195,811**	**$ 49,685,137**	**$ 47,747,461**
APPROPRIATIONS				
Operating Expenses				
Contractual Services	$ 129,769	$ 1,126,832	$ 1,070,176	$ 126,832
Self-Insurance/Other Expenditures	126,685	724	724	10,659
Capital Outlay	62,378,133	44,611,660	41,212,535	38,297,244
Subtotal Operating	**$ 62,634,587**	**$ 45,739,216**	**$ 42,283,435**	**$ 38,434,735**
Transfers To				
General Fund - Indirect Cost	$ 19,790	$ 14,679	$ 14,679	$ 31,625
Fleet Services	503,868	497,990	497,990	648,947
Transfers to Capital Projects	30,750	0	0	0
Subtotal Transfers	**$ 554,408**	**$ 512,669**	**$ 512,669**	**$ 680,572**
TOTAL APPROPRIATIONS	**$ 63,188,995**	**$ 46,251,885**	**$ 42,796,104**	**$ 39,115,307**
GROSS ENDING BALANCE	**$ 7,957,164**	**$ 6,943,926**	**$ 6,889,033**	**$ 8,632,154**
RESERVE FOR FUTURE PURCHASES	**$ 7,957,164**	**$ 6,943,926**	**$ 6,889,033**	**$ 8,632,154**
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**

INTERNAL SERVICE FUND
FACILITY SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Facility Services Fund was established in FY 2005 to account for the maintenance of City facilities for which the Department of Building and Equipment Services is the primary building services provider. This fund records revenues and expenditures associated with the maintenance of various City facilities. Revenues are generated through a charge-back system to other City departments based on square footage.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,942,743**	**$ 2,153,749**	**$ 2,153,749**	**$ 126,146**
Adjustment for Reserve	121,695	0	0	0
Net Balance	**$ 3,064,438**	**$ 2,153,749**	**$ 2,153,749**	**$ 126,146**
REVENUES				
Facility Services Charge	$ 14,097,134	$ 14,383,397	$ 14,383,397	$ 16,053,613
Interest Income	20,427	30,219	30,219	0
Miscellaneous Revenue	14,421	0	0	0
Transfer from General Fund	304,694	301,152	301,152	344,184
Total Revenues & Transfers	**$ 14,436,676**	**$ 14,714,768**	**$ 14,714,768**	**$ 16,397,797**
TOTAL AVAILABLE FUNDS	**$ 17,501,114**	**$ 16,868,517**	**$ 16,868,517**	**$ 16,523,943**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 6,088,897	$ 6,627,127	$ 6,406,241	$ 6,656,387
Contractual Services	3,525,836	3,451,074	3,438,449	3,577,802
Commodities	906,759	928,717	947,230	913,394
Self-Insurance/Other Expenditures	4,066,135	4,130,196	4,296,377	4,268,190
Capital Outlay	35,872	197,518	198,173	19,410
Subtotal Operating	**$ 14,623,499**	**$ 15,334,632**	**$ 15,286,470**	**$ 15,435,183**
Transfers To				
Transfer to Capital Projects	$ 10,996	$ 440,000	$ 440,000	$ 0
Transfer to Golf Fund	0	300,000	300,000	0
General Fund - Indirect Cost	457,263	429,894	429,894	450,791
Energy Efficiency Fund	255,607	286,007	286,007	293,975
Subtotal Transfers	**$ 723,866**	**$ 1,455,901**	**$ 1,455,901**	**$ 744,766**
TOTAL APPROPRIATIONS	**$ 15,347,365**	**$ 16,790,533**	**$ 16,742,371**	**$ 16,179,949**
GROSS ENDING BALANCE	**$ 2,153,749**	**$ 77,984**	**$ 126,146**	**$ 343,994**

INTERNAL SERVICE FUND
FLEET SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2013, the Fleet Services Fund was established to record all revenues and expenditures associated with vehicle repair and maintenance to City departments and other governmental entities. This fund will account for the recovery of expenditures through established rates charged to other City departments and governmental agencies.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,504,709**	**$ 1,141,712**	**$ 1,985,115**	**$ 2,036,914**
Adjustment for Reserve	(360,138)	0	0	0
Net Balance	**$ 2,144,571**	**$ 1,141,712**	**$ 1,985,115**	**$ 2,036,914**
REVENUES				
Automotive-Fleet Services	$ 24,070,038	$ 25,725,640	$ 26,337,639	$ 26,504,367
Automotive-Fuel	8,813,422	11,916,528	11,195,967	12,376,463
Interest Income	24,400	0	16,248	554
Other Revenue	19,398	6,066	13,448	11,055
Transfer from Equipment & Renewal Fund	503,868	497,990	497,990	648,947
Total Revenues & Transfers	**$ 33,431,126**	**$ 38,146,224**	**$ 38,061,292**	**$ 39,541,386**
TOTAL AVAILABLE FUNDS	**$ 35,575,697**	**$ 39,287,936**	**$ 40,046,407**	**$ 41,578,300**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 9,750,031	$ 10,502,450	$ 10,688,589	$ 11,375,486
Contractual Services	4,510,475	4,696,661	4,320,590	4,782,161
Commodities	7,522,562	7,957,016	8,473,391	8,420,952
Self-Insurance/Other Expenditures	10,374,720	13,590,204	12,828,497	14,428,813
Capital Outlay	63,228	332,818	336,060	177,925
Subtotal Operating	**$ 32,221,016**	**$ 37,079,149**	**$ 36,647,127**	**$ 39,185,337**
Transfers To				
General Fund-Indirect Cost	$ 1,083,632	$ 1,064,776	$ 1,064,776	$ 1,117,160
Energy Efficiency Fund	22,617	12,939	12,939	12,939
Solid Waste Fund	263,317	284,651	284,651	300,501
Subtotal Transfers	**$ 1,369,566**	**$ 1,362,366**	**$ 1,362,366**	**$ 1,430,600**
TOTAL APPROPRIATIONS	**$ 33,590,582**	**$ 38,441,515**	**$ 38,009,493**	**$ 40,615,937**
GROSS ENDING BALANCE	**$ 1,985,115**	**$ 846,421**	**$ 2,036,914**	**$ 962,363**

INTERNAL SERVICE FUND
INFORMATION TECHNOLOGY SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

This Internal Service Fund is used to record activities related to the Information Technology Services Department. The Information Technology Services Department provides data processing, telephone, and radio services 24 hours a day, 7 days a week to all City departments as well as Data Communications services to the San Antonio Water System and Bexar County in support of the county-wide Criminal Justice Information System.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 3,502,822**	**$ 1,489,352**	**$ 1,180,874**	**$ 914,313**
Adjustment for Reserve	(1,646,977)	0	0	0
Net Balance	**$ 1,855,845**	**$ 1,489,352**	**$ 1,180,874**	**$ 914,313**
REVENUES				
IT Assessment Fee	$ 48,894,530	$ 51,467,883	$ 51,308,492	$ 54,631,728
Telecommunications Charges	4,632,013	5,038,317	4,846,699	4,596,738
CAD Outside Billing	450,238	450,530	450,530	560,830
Recovery of Expenditures	35,460	0	34,028	0
Interest Income	36,827	96,244	26,977	57,964
Miscellaneous Revenue	1,558	1,388	46,188	1,388
Total Revenues & Transfers	**$ 54,050,626**	**$ 57,054,362**	**$ 56,712,914**	**$ 59,848,648**
TOTAL AVAILABLE FUNDS	**$ 55,906,471**	**$ 58,543,714**	**$ 57,893,788**	**$ 60,762,961**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 30,370,949	$ 32,233,599	$ 31,603,635	$ 33,162,762
Contractual Services	17,165,021	19,247,501	18,958,161	20,646,980
Commodities	301,344	293,363	178,171	258,519
Self-Insurance/Other Expenditures	4,893,053	4,377,805	4,772,439	4,689,209
Capital Outlay	627,521	161,397	246,762	671,285
Subtotal Operating	**$ 53,357,888**	**$ 56,313,665**	**$ 55,759,168**	**$ 59,428,755**
Transfers To				
General Fund - Indirect Cost	$ 1,220,307	$ 1,220,307	$ 1,220,307	$ 1,220,307
IT Projects	147,402	0	0	0
Subtotal Transfers	**$ 1,367,709**	**$ 1,220,307**	**$ 1,220,307**	**$ 1,220,307**
TOTAL APPROPRIATIONS	**$ 54,725,597**	**$ 57,533,972**	**$ 56,979,475**	**$ 60,649,062**
GROSS ENDING BALANCE	**$ 1,180,874**	**$ 1,009,742**	**$ 914,313**	**$ 113,899**

INTERNAL SERVICE FUND
PURCHASING AND GENERAL SERVICES FUND
SUMMARY OF PROPOSED BUDGET

Description:

Purchasing and General Services Fund was established to record all revenues and expenditures associated with providing goods and services to City departments and other government entities. Goods and support services are provided through a charge-back to other City departments, as well as other governmental agencies.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 1,185,963**	**$ 634,467**	**$ 946,614**	**$ 351,121**
Adjustment for Reserve	(34,042)	0	0	0
Net Balance	**$ 1,151,921**	**$ 634,467**	**$ 946,614**	**$ 351,121**
REVENUES				
Central Stores	$ 2,331,437	$ 2,128,237	$ 2,128,237	$ 2,189,192
Procurement	3,464,346	3,452,586	3,452,586	4,192,732
Interest Income	0	0	0	0
Other Revenue	256,823	115,464	115,464	102,141
Total Revenues & Transfers	**$ 6,052,606**	**$ 5,696,287**	**$ 5,696,287**	**$ 6,484,065**
TOTAL AVAILABLE FUNDS	**$ 7,204,527**	**$ 6,330,754**	**$ 6,642,901**	**$ 6,835,186**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 2,932,617	$ 3,156,724	$ 3,156,175	$ 3,344,824
Contractual Services	598,567	669,953	595,279	745,998
Commodities	19,312	32,993	32,993	32,233
Self-Insurance/Other Expenditures	2,261,845	2,206,009	2,205,735	2,335,115
Capital Outlay	203,100	11,664	59,126	26,913
Subtotal Operating	**$ 6,015,441**	**$ 6,077,343**	**$ 6,049,308**	**$ 6,485,083**
Transfers To				
General Fund-Indirect Costs	$ 242,472	$ 242,472	$ 242,472	$ 242,472
Subtotal Transfers	**$ 242,472**	**$ 242,472**	**$ 242,472**	**$ 242,472**
TOTAL APPROPRIATIONS	**$ 6,257,913**	**$ 6,319,815**	**$ 6,291,780**	**$ 6,727,555**
ENDING BALANCE	**$ 946,614**	**$ 10,939**	**$ 351,121**	**$ 107,631**

Self Insurance Funds

SELF INSURANCE FUND
EMPLOYEE BENEFITS INSURANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Employee Benefits Insurance Fund consolidates the revenues and expenditures associated with benefits provided to City employees including medical, dental, and vision insurance. The major portion of the funding comes from premiums paid by departments for their employees. Costs include a third party administrator to process health claims, the occupational health center, and administrative staff.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (19,830,971)**	**$ (18,740,344)**	**$ (20,827,945)**	**$ (7,736,757)**
Adjustment for Reserve	(2,672)	0	0	0
Net Balance	**$ (19,833,643)**	**$ (18,740,344)**	**$ (20,827,945)**	**$ (7,736,757)**
REVENUES				
Department Assessments (Medical and Pharmacy)	$ 134,635,713	$ 141,267,630	$ 142,024,058	$ 138,875,724
Police Uniform Employee Contribution (Medical and Pharmacy)	0	1,076,681	647,672	943,803
Civilian Employee Contribution (Medical and Pharmacy)	9,193,981	10,607,576	10,362,524	11,095,101
Civilian Retiree Employee Contribution (Medical and Pharmacy)	1,600,448	1,752,548	1,694,090	1,753,704
Civilian Employee Premium (Dental and Vision)	3,189,749	3,475,000	3,158,252	3,410,113
Supplemental Life Insurance Premiums	1,241,711	1,405,000	1,308,344	1,454,552
Miscellaneous	650,234	1,121,247	1,535,051	541,214
Pharmacy Rebate	2,225,726	3,401,385	4,068,405	5,000,000
Total Revenues & Transfers	**$ 152,737,562**	**$ 164,107,067**	**$ 164,798,396**	**$ 163,074,211**
TOTAL AVAILABLE FUNDS	**$ 132,903,919**	**$ 145,366,723**	**$ 143,970,451**	**$ 155,337,454**
APPROPRIATIONS				
Operating Expenses				
Administration - City	$ 3,602,705	$ 3,419,909	$ 3,357,016	$ 3,251,937
Administration - Contracts	5,393,767	6,250,976	6,141,058	7,169,000
Wellness and Health Savings Account Programs	4,802,582	7,771,953	7,519,715	8,137,535
Medical & Pharmacy Claims	131,971,753	136,433,498	126,575,131	136,159,978
HMO Payments-Retirees	2,337,245	2,399,783	2,306,379	2,149,783
Civilian Employee Payments (Dental and Vision)	3,032,431	3,475,000	3,158,252	3,410,113
Supplemental Life Payments	1,241,388	1,405,000	1,308,344	1,454,552
Subtotal Operating	**$ 152,381,871**	**$ 161,156,119**	**$ 150,365,895**	**$ 161,732,898**
Transfers To				
General Fund - Indirect Cost	$ 1,341,313	$ 1,341,313	$ 1,341,313	$ 1,341,313
City Administration Building	8,680	0	0	0
Subtotal Transfers	**$ 1,349,993**	**$ 1,341,313**	**$ 1,341,313**	**$ 1,341,313**
TOTAL APPROPRIATIONS	**$ 153,731,864**	**$ 162,497,432**	**$ 151,707,208**	**$ 163,074,211**
GROSS ENDING BALANCE	**$ (20,827,945)**	**$ (17,130,709)**	**$ (7,736,757)**	**$ (7,736,757)**
OPERATING RESERVE	**$ 0**	**$ 0**	**$ 6,328,757**	**$ 6,807,999**
NET ENDING BALANCE	**$ (20,827,945)**	**$ (17,130,709)**	**$ (14,065,514)**	**$ (14,544,756)**

SELF INSURANCE FUND
LIABILITY INSURANCE FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Liability Insurance Fund consolidates the City's Liability Insurance Programs. The fund's revenues are collected through charges to City departments and expenditures are made to settle tort claims against the City. The fund includes the administrative cost for Risk Management and Litigation staff, insurance premiums, and third party administrative fees.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 8,202,538**	**$ 8,564,376**	**$ 11,130,959**	**$ 9,523,743**
Adjustment for Reserve	(609,964)	0	0	0
Net Balance	**$ 7,592,574**	**$ 8,564,376**	**$ 11,130,959**	**$ 9,523,743**
REVENUES				
Department Assessment	$ 9,758,822	$ 9,100,000	$ 7,100,004	$ 9,100,000
Interest on Time Deposits	129,391	243,596	220,046	235,061
Recovery of Expenditures	0	51,746	65,896	0
Total Revenues & Transfers	**$ 9,888,213**	**$ 9,395,342**	**$ 7,385,946**	**$ 9,335,061**
TOTAL AVAILABLE FUNDS	**$ 17,480,787**	**$ 17,959,718**	**$ 18,516,905**	**$ 18,858,804**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,743,627	$ 1,810,916	$ 1,759,137	$ 1,966,731
Contractual Services	268,078	298,404	298,404	301,249
Commodities	12,065	28,109	28,934	28,109
Self-Insurance/Other Expenditures	3,814,151	6,819,748	6,411,153	6,827,211
Capital Outlay	10,628	2,592	13,449	37,373
Subtotal Operating	**$ 5,848,549**	**$ 8,959,769**	**$ 8,511,077**	**$ 9,160,673**
Transfers To				
General Fund - Indirect Cost	$ 392,304	$ 397,533	$ 397,533	$ 431,667
Workers' Compensation	84,552	84,552	84,552	84,552
City Administration Building	24,423	0	0	0
Subtotal Transfers	**$ 501,279**	**$ 482,085**	**$ 482,085**	**$ 516,219**
TOTAL APPROPRIATIONS	**$ 6,349,828**	**$ 9,441,854**	**$ 8,993,162**	**$ 9,676,892**
GROSS ENDING BALANCE	**$ 11,130,959**	**$ 8,517,864**	**$ 9,523,743**	**$ 9,181,912**
OPERATING RESERVE	**$ 0**	**$ 0**	**$ 5,000,000**	**$ 5,000,000**
NET ENDING BALANCE	**$ 11,130,959**	**$ 8,517,864**	**$ 4,523,743**	**$ 4,181,912**

SELF INSURANCE FUND
WORKERS' COMPENSATION FUND
SUMMARY OF PROPOSED BUDGET

Description:

The Workers' Compensation Fund consolidates the Workers' Compensation liabilities into one account. Each Department is charged a premium based on their own history of claim loss experience. A third party administrator processes Workers' Compensation claims paid from this fund. This fund provides for the costs of the City's Employee Safety Program and the City Attorney's administration of in-suit claims.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 13,922,418**	**$ 15,229,262**	**$ 22,051,768**	**$ 17,514,890**
Adjustment for Reserve	2,119	0	0	0
Net Balance	**$ 13,924,537**	**$ 15,229,262**	**$ 22,051,768**	**$ 17,514,890**
REVENUES				
Department Assessment	$ 15,458,506	$ 14,558,005	$ 11,499,288	$ 14,498,962
Interest on Time Deposits	229,315	404,462	404,871	420,159
Recovery of Expenditures	853,107	387,824	387,824	387,824
Other Revenue-Transfers	84,552	84,552	84,552	84,552
Total Revenues & Transfers	**$ 16,625,481**	**$ 15,434,843**	**$ 12,376,535**	**$ 15,391,497**
TOTAL AVAILABLE FUNDS	**$ 30,550,017**	**$ 30,664,105**	**$ 34,428,303**	**$ 32,906,387**
APPROPRIATIONS				
Operating Expenses				
Personal Services	$ 1,457,399	$ 1,633,802	$ 1,649,535	$ 1,942,872
Contractual Services	1,409,945	1,464,786	1,463,367	1,786,699
Commodities	32,807	50,819	50,409	51,019
Self-Insurance/Other Expenditures	4,895,445	11,681,275	13,109,029	12,006,107
Capital Outlay	25,603	3,888	5,717	12,806
Subtotal Operating	**$ 7,821,199**	**$ 14,834,570**	**$ 16,278,057**	**$ 15,799,503**
Transfers To				
General Fund - Indirect Cost	$ 508,802	$ 435,293	$ 435,293	$ 407,044
City Administration Building	168,248	$ 200,063	200,063	0
Subtotal Transfers	**$ 677,050**	**$ 635,356**	**$ 635,356**	**$ 407,044**
TOTAL APPROPRIATIONS	**$ 8,498,249**	**$ 15,469,926**	**$ 16,913,413**	**$ 16,206,547**
GROSS ENDING BALANCE	**$ 22,051,768**	**$ 15,194,179**	**$ 17,514,890**	**$ 16,699,840**
OPERATING RESERVE	**$ 0**	**$ 0**	**$ 4,473,088**	**$ 4,473,088**
NET ENDING BALANCE	**$ 22,051,768**	**$ 15,194,179**	**$ 13,041,802**	**$ 12,226,752**

Debt Service Funds

DEBT SERVICE FUND
SUMMARY OF PROPOSED BUDGET

Description:

This schedule reflects the consolidation of the General Obligation Debt Service Fund, the Certificates of Obligation Debt Service Fund and Tax Note Debt Service Fund. The General Obligation Debt Service Fund was established to account for the accumulation of ad valorem taxes collected for the purpose of paying principal and interest on long term debt. The Certificates of Obligation Debt Service Fund was established to account for the accumulation of ad valorem and pledged revenues collected for the purpose of paying principal and interest on long term certificates of obligation. The Tax Note Debt Service Fund was established to account for the accumulation of ad valorem and pledged revenues collected for the purpose of paying principal and interest on short term tax notes.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 42,027,174**	**$ 40,049,264**	**$ 40,810,984**	**$ 37,564,381**
REVENUES				
Current Property Tax	$ 178,789,324	$ 193,650,721	$ 193,650,721	$ 208,690,992
Delinquent Property Tax	1,207,809	925,528	925,530	948,600
Interest on Time Deposits	229,666	999,243	1,059,861	2,467,129
Penalty & Interest on Delinquent Taxes	1,250,740	1,290,000	1,270,000	1,290,000
Recovery of Prior Year Expenditures	0	0	0	0
Bond Proceeds	147,130,000	0	0	0
Premium on Bonds	30,141,677	0	0	0
Direct Subsidy - Build America Bonds	3,565,192	3,565,192	3,561,366	3,561,366
Transfer from Capital Projects	0	0	0	0
Transfer from Confiscated Property	374,250	374,250	374,250	363,375
Transfer from Brooks City-Base TIRZ Fund	1,707,749	1,366,863	1,366,863	1,431,969
Transfer from Midtown TIRZ Fund	585,649	123,580	123,580	128,850
Transfer from Heathers Cove TIRZ Fund	62,955	0	0	0
Transfer from Ridge Stone TIRZ Fund	66,655	0	0	0
Transfer from Golf Course Fund	624,643	905,199	905,199	901,086
Transfer from Stormwater Operating Fund	261,500	574,491	574,491	1,234,373
Transfer from Aquifer Acquisition Fund	4,575,671	0	0	0
Transfer from Mission del Lago TIRZ Fund	213,540	211,785	211,785	213,230
Transfer from Alamodome	3,062,662	3,062,496	3,062,496	3,063,690
Transfer from General Fund	216,127	892,511	892,511	880,710
Transfer from River Barges	0	102,160	102,160	792,956
Transfer from HPARC	0	427,837	427,837	465,322
Transfer from Riverwalk Marina	0	0	0	496,051
Transfer from City Administration Building	0	0	765,160	1,240,800
Miscellaneous	8,899,660	0	0	0
Total Revenues & Transfers	**$ 382,965,469**	**$ 208,471,856**	**$ 209,273,810**	**$ 228,170,499**
TOTAL AVAILABLE FUNDS	**$ 424,992,643**	**$ 248,521,120**	**$ 250,084,794**	**$ 265,734,880**
APPROPRIATIONS				
Bond Principal	$ 134,125,000	$ 139,280,000	$ 139,285,000	$ 152,205,000
Bond Interest	72,359,905	72,447,564	73,219,913	76,348,166
Payment to Escrow Agent	176,307,855	0	0	0
Issuance and Other Costs	1,380,399	0	0	0
Paying Agent Fees	8,500	15,500	15,500	15,500
TOTAL APPROPRIATIONS	**$ 384,181,659**	**$ 211,743,064**	**$ 212,520,413**	**$ 228,568,666**
ENDING BALANCE	**$ 40,810,984**	**$ 36,778,056**	**$ 37,564,381**	**$ 37,166,214**

DEBT SERVICE FUND
AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2007
AIRPORT SYSTEM REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2010A
AIRPORT SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2010B
AIRPORT SYSTEM REVENUE REFUNDING BONDS, SERIES 2012
AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2015
SUMMARY OF PROPOSED BUDGET

Description:

The Airport System Revenue Bond Debt Service schedule includes the Airport System Revenue Improvement Bonds, Series 2007, Airport System Revenue Improvement and Refunding Bonds, Series 2010A, Airport System Revenue Refunding Bonds, Taxable Series 2010B, Airport System Revenue Refunding Bonds, Series 2012, and Airport System Revenue Improvement Bonds, Series 2015 Debt Service Funds. It was created to account for revenues transferred from the Airport System Revenue Fund. These revenues will pay for principal and interest on these bonds and provide for the bond reserve to pay other costs and expenses.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 19,361,194**	**$ 19,361,221**	**$ 19,370,457**	**$ 19,373,021**
REVENUES				
Contr. from Airport Revenue Fund	$ 16,757,418	$ 16,771,685	$ 16,770,870	$ 15,536,320
Contr. from PFC Revenue Fund	3,803,586	3,812,482	3,812,482	3,811,947
Contr. from CFC Reserve Fund	2,109,992	1,940,250	1,940,250	1,940,250
Interest on Time Deposits	62,130	0	0	0
Total Revenues & Transfers	**$ 22,733,126**	**$ 22,524,417**	**$ 22,523,602**	**$ 21,288,517**
TOTAL AVAILABLE FUNDS	**$ 42,094,320**	**$ 41,885,638**	**$ 41,894,059**	**$ 40,661,538**
APPROPRIATIONS				
Bond Principal	$ 11,695,000	$ 12,220,000	$ 12,220,000	$ 12,795,000
Bond Interest	11,023,712	10,295,887	10,295,887	9,731,144
Paying Agent Fees	800	800	800	800
Arbitrage Consulting and Rebate	4,351	5,165	4,351	4,351
TOTAL APPROPRIATIONS	**$ 22,723,863**	**$ 22,521,852**	**$ 22,521,038**	**$ 22,531,295**
GROSS ENDING BALANCE	**$ 19,370,457**	**$ 19,363,786**	**$ 19,373,021**	**$ 18,130,243**
Bond Reserve Fund	$ 14,059,909	$ 16,025,799	$ 12,805,570	$ 12,329,113
Reserve for Future Payments	5,310,548	3,337,987	6,567,451	5,801,130
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 22,364,874	$ 22,526,144	$ 22,523,144	$ 17,555,034

DEBT SERVICE FUND
PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2005
PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2007
PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2010

PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE REFUNDING BONDS, SERIES 2012
SUMMARY OF PROPOSED BUDGET

Description:

The Passenger Facility Charge and Subordinate Lien Airport System Revenue Improvement Bonds, Series 2005 and Series 2007, Passenger Facility Charge and Subordinate Lien Airport System Revenue Improvement and Refunding Bonds, Series 2010, and Passenger Facility Charge and Subordinate Lien Airport System Revenue Refunding Bonds, Series 2012 Debt Service Funds were created to account for revenues transferred from the Passenger Facility Charge Revenue Fund. These revenues will pay for principal and interest on these bonds and provide for the bond reserve to pay other costs and expenses.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 4,112,210**	**$ 4,112,438**	**$ 4,189,712**	**$ 4,198,656**
REVENUES				
Contr. from PFC Revenue Fund	$ 12,838,960	$ 12,852,059	$ 12,847,619	$ 12,852,019
Interest on Time Deposits	17,033	0	0	0
Total Revenues & Transfers	**$ 12,855,993**	**$ 12,852,059**	**$ 12,847,619**	**$ 12,852,019**
TOTAL AVAILABLE FUNDS	**$ 16,968,203**	**$ 16,964,497**	**$ 17,037,331**	**$ 17,050,675**
APPROPRIATIONS				
Bond Principal	$ 5,705,000	$ 5,975,000	$ 5,975,000	$ 6,265,000
Bond Interest	7,070,741	6,868,925	6,860,925	6,582,700
Paying Agent Fees	1,350	875	1,350	1,350
Arbitrage Consulting and Rebate	1,400	6,315	1,400	1,400
TOTAL APPROPRIATIONS	**$ 12,778,491**	**$ 12,851,115**	**$ 12,838,675**	**$ 12,850,450**
GROSS ENDING BALANCE	**$ 4,189,712**	**$ 4,113,382**	**$ 4,198,656**	**$ 4,200,225**
Bond Reserve Fund	$ 1,575,497	$ 1,392,655	$ 1,392,655	$ 1,193,021
Reserve for Future Payments	2,614,215	2,720,727	2,806,001	3,007,204
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 12,843,925	$ 12,847,700	$ 12,847,700	$ 12,853,975

DEBT SERVICE FUND
CUSTOMER FACILITY CHARGE REVENUE BONDS, TAXABLE SERIES 2015
SUMMARY OF PROPOSED BUDGET

Description:

The Customer Facility Charge Revenue Bonds, Taxable Series 2015 Debt Service fund was created to account for revenue transferred from the Customer Facility Charge Revenue Fund. These revenues will pay for principal and interest on these bonds and provide for the bond reserves to pay other costs and expenses.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 13,309,841**	**$ 17,484,171**	**$ 12,212,470**	**$ 12,212,470**
REVENUES				
Contr. from CFC Revenues	$ 6,895,182	$ 10,723,800	$ 6,823,485	$ 6,998,485
Interest on Time Deposits	21,767	0	0	0
Total Revenues & Transfers	**$ 6,916,949**	**$ 10,723,800**	**$ 6,823,485**	**$ 6,998,485**
TOTAL AVAILABLE FUNDS	**$ 20,226,790**	**$ 28,207,971**	**$ 19,035,955**	**$ 19,210,955**
APPROPRIATIONS				
Bond Interest	$ 7,998,641	$ 6,823,485	$ 6,823,485	$ 6,823,485
Paying Agent Fees	0	500	0	0
Issuance and Other Costs	15,679	0	0	0
TOTAL APPROPRIATIONS	**$ 8,014,320**	**$ 6,823,985**	**$ 6,823,485**	**$ 6,823,485**
GROSS ENDING BALANCE	**$ 12,212,470**	**$ 21,383,986**	**$ 12,212,470**	**$ 12,387,470**
Bond Reserve Fund	$ 12,208,286	$ 12,208,286	$ 12,208,286	$ 12,208,286
Reserve for Future Payments	4,184	9,175,700	4,184	179,184
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 6,823,485	$ 6,823,485	$ 6,823,485	$ 7,523,485

DEBT SERVICE FUND
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2013
SUMMARY OF PROPOSED BUDGET

Description:

The Municipal Drainage Utility (Stormwater) System Debt Service Fund includes the issuance of Municipal Drainage Utility (Stormwater) System Revenue Refunding Bonds, Series 2013. The principal and interest is paid from revenues generated in the Municipal Drainage Utility (Stormwater) System Revenue Fund and transferred into this Debt Service Fund.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 3,411,092**	**$ 3,483,363**	**$ 3,481,740**	**$ 3,550,290**
REVENUES				
Contr. from Stormwater Fund	$ 6,629,008	$ 6,632,813	$ 6,634,363	$ 6,654,363
Interest on Time Deposits	3,078	0	0	0
Total Revenues & Transfers	**$ 6,632,086**	**$ 6,632,813**	**$ 6,634,363**	**$ 6,654,363**
TOTAL AVAILABLE FUNDS	**$ 10,043,178**	**$ 10,116,176**	**$ 10,116,103**	**$ 10,204,653**
APPROPRIATIONS				
Bond Principal	$ 3,515,000	$ 3,645,000	$ 3,645,000	$ 3,785,000
Bond Interest	3,044,688	2,919,063	2,919,063	2,770,463
Paying Agent Fees	200	200	200	200
Issuance and Other Costs	1,550	0	1,550	1,550
TOTAL APPROPRIATIONS	**$ 6,561,438**	**$ 6,564,263**	**$ 6,565,813**	**$ 6,557,213**
GROSS ENDING BALANCE	**$ 3,481,740**	**$ 3,551,913**	**$ 3,550,290**	**$ 3,647,440**
Bond Reserve Fund	$ 0	$ 0	$ 0	$ 0
Reserve for Future Payments	3,481,740	3,551,913	3,550,290	3,647,440
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 6,564,063	$ 6,555,463	$ 6,555,463	$ 6,560,638

DEBT SERVICE FUND
PARKING SYSTEM
TAXABLE GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2004
TAXABLE GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2008
SUMMARY OF PROPOSED BUDGET

Description:

This Parking Facilities Debt Service schedule includes Taxable General Improvement Refunding Bonds, Series 2004 and 2008. The principal and interest is paid from revenues generated in the Parking Revenue Fund and transferred into the Debt Service Fund.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (110,896)**	**$ (110,896)**	**$ (102,962)**	**$ 282,176**
REVENUES				
Contr. from Parking Revenue Fund	$ 1,649,218	$ 1,761,753	$ 2,035,995	$ 1,646,379
Interest on Time Deposits	115	0	0	0
Total Revenues & Transfers	**$ 1,649,333**	**$ 1,761,753**	**$ 2,035,995**	**$ 1,646,379**
TOTAL AVAILABLE FUNDS	**$ 1,538,437**	**$ 1,650,857**	**$ 1,933,033**	**$ 1,928,555**
APPROPRIATIONS				
Bond Principal	$ 1,000,000	$ 1,025,000	$ 1,025,000	$ 1,080,000
Bond Interest	640,649	625,107	625,107	565,452
Paying Agent Fees	750	750	750	750
TOTAL APPROPRIATIONS	**$ 1,641,399**	**$ 1,650,857**	**$ 1,650,857**	**$ 1,646,202**
GROSS ENDING BALANCE	**$ (102,962)**	**$ 0**	**$ 282,176**	**$ 282,353**
Bond Reserve Fund	$ 0	$ 0	$ 0	$ 0
Reserve for Future Payments	0	0	282,176	282,353
NET ENDING BALANCE	**$ (102,962)**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 1,645,452	$ 1,645,452	$ 1,645,452	$ 1,646,516

DEBT SERVICE FUND
SOLID WASTE MANAGEMENT
GENERAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2016
GENERAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2015
GENERAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2014
GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2010
CERTIFICATES OF OBLIGATION, SERIES 2007
GENERAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2006
CERTIFICATES OF OBLIGATION, SERIES 2006
SUMMARY OF PROPOSED BUDGET

Description:

This Solid Waste Debt Service schedule includes the General Improvement and Refunding Bonds, Series 2016, General Improvement and Refunding Bonds, Series 2015, General Improvement and Refunding Bonds, Series 2014, General Improvement Refunding Bonds, Series 2010, General Improvement and Refunding Bonds, Series 2006, and Certificates of Obligation, Series 2006 and Series 2007. The principal and interest is paid from revenues generated in the Solid Waste Management Fund and transferred into the Debt Service Fund.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (23,003)**	**$ (23,004)**	**$ (61,412)**	**$ 505,923**
REVENUES				
Contr. from Solid Waste Mgt. Fund	$ 294,842	$ 800,943	$ 1,333,085	$ 1,972,332
Interest on Time Deposits	33	0	0	0
Proceeds of Bond Issuance	300,000	0	0	0
Premium on Bonds	61,459	0	0	0
Total Revenues & Transfers	**$ 656,334**	**$ 800,943**	**$ 1,333,085**	**$ 1,972,332**
TOTAL AVAILABLE FUNDS	**$ 633,331**	**$ 777,939**	**$ 1,271,673**	**$ 2,478,255**
APPROPRIATIONS				
Bond Principal	$ 165,000	$ 400,000	$ 395,000	$ 1,240,000
Bond Interest	166,225	377,939	370,750	640,704
Payment to Escrow	359,494	0	0	0
Issuance and Other Costs	2,074	0	0	0
Arbitrage Consulting and Rebate	1,950	0	0	0
TOTAL APPROPRIATIONS	**$ 694,743**	**$ 777,939**	**$ 765,750**	**$ 1,880,704**
GROSS ENDING BALANCE	**$ (61,412)**	**$ 0**	**$ 505,923**	**$ 597,551**
Reserve for Future Payments	$ 0	$ 0	$ 505,923	$ 597,551
NET ENDING BALANCE	**$ (61,412)**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 800,943	$ 2,180,749	$ 1,880,704	$ 2,297,493

DEBT SERVICE FUND
PRE-K 4 SA EARLY CHILDHOOD EDUCATION PROGRAM
REVENUE NOTES, SERIES 2013A
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2014, the Pre-K 4 SA Early Childhood Education Program Debt Service Fund was established to account for the issuance of revenue notes for the purpose of financing the acquisition, improvement, and equipping of certain facilities for the Pre-K 4 SA Early Childhood Education Program under the November 2012 Proposition. The principal and interest is paid from revenue generated through the sales tax generated from the Pre-K 4 SA Early Childhood Education Program Fund and transferred into this Debt Service Fund.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ 2,039,187**	**$ 2,087,742**	**$ 2,093,533**	**$ 2,141,740**
REVENUES				
Contr. from Pre-K 4 SA Fund	$ 3,339,039	$ 3,358,975	$ 3,358,975	$ 3,383,489
Interest on Time Deposits	5,792	0	0	0
Total Revenues & Transfers	**$ 3,344,830**	**$ 3,358,975**	**$ 3,358,975**	**$ 3,383,489**
TOTAL AVAILABLE FUNDS	**$ 5,384,017**	**$ 5,446,717**	**$ 5,452,508**	**$ 5,525,229**
APPROPRIATIONS				
Notes Principal	$ 2,960,000	$ 3,050,000	$ 3,050,000	$ 3,140,000
Notes Interest	330,484	260,768	260,768	188,964
TOTAL APPROPRIATIONS	**$ 3,290,484**	**$ 3,310,768**	**$ 3,310,768**	**$ 3,328,964**
GROSS ENDING BALANCE	**$ 2,093,533**	**$ 2,135,949**	**$ 2,141,740**	**$ 2,196,265**
Bond Reserve Fund	$ 0	$ 0	$ 0	$ 0
Reserve for Future Payments	2,093,533	2,135,949	2,141,740	2,196,265
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 3,310,768	$ 3,328,964	$ 3,328,964	$ 3,354,956

DEBT SERVICE FUND
EDWARDS AQUIFER PROTECTION VENUE
TAX NOTES, SERIES 2012
SUMMARY OF PROPOSED BUDGET

Description:

In FY 2012, the Edwards Aquifer Protection Venue Debt Service Fund was established to account for the issuance of tax notes to acquire and preserve land in the aquifer's recharge zones under 2010 Proposition 1. The principal and interest is paid from revenue generated through the continuation of a sales tax generated from the Edwards Aquifer Venue Project Fund and transferred into this Debt Service Fund.

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATED FY 2017	PROPOSED FY 2018
AVAILABLE FUNDS				
Beginning Balance	**$ (171)**	**$ 0**	**$ 94**	**$ 94**
REVENUES				
Contr. from Aquifer Acquisition Fund	$ 4,575,671	$ 0	$ 0	$ 0
Interest on Time Deposits	94	0	0	0
Total Revenues & Transfers	**$ 4,575,765**	**$ 0**	**$ 0**	**$ 0**
TOTAL AVAILABLE FUNDS	**$ 4,575,594**	**$ 0**	**$ 94**	**$ 94**
APPROPRIATIONS				
Commercial Paper Principal	$ 4,530,000	$ 0	$ 0	$ 0
Commercial Paper Interest	45,300	0	0	0
Paying Agent & Other Fees	200	0	0	0
TOTAL APPROPRIATIONS	**$ 4,575,500**	**$ 0**	**$ 0**	**$ 0**
GROSS ENDING BALANCE	**$ 94**	**$ 0**	**$ 94**	**$ 94**
Bond Reserve Fund	$ 0	$ 0	$ 0	$ 0
Reserve for Future Payments	94	0	94	94
NET ENDING BALANCE	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Succeeding Yr. Principal & Interest	$ 0	$ 0	$ 0	$ 0

Grants

FY 2018 GRANT SUMMARY BY DEPARTMENT

PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018*	CITY MATCH	FY 2018 POSITIONS	FY 2018 FTEs
Center City Development & Operations							
Environmental Protection Agency Brownfields Assessment Grant	304,000	0	0	304,000	0	0	0.00
Center City Development & Operations	**$304,000**	**$0**	**$0**	**$304,000**	**$0**	**0**	**0.00**
City Attorney							
CDBG Legal Administration	139,789	0	0	139,789	0	2	1.50
HOME Legal Administration	55,050	0	0	55,050	0	0	0.50
City Attorney	**$194,839**	**$0**	**$0**	**$194,839**	**$0**	**2**	**2.00**
Convention & Sports Facilities							
Carver Contribution and Trust Fund - Donation	0	0	144,552	144,552	327,627	7	6.50
Convention & Sports Facilities	**$0**	**$0**	**$144,552**	**$144,552**	**$327,627**	**7**	**6.50**
Development Services & Code							
CDBG Entitlement Grant Program-Code Enforcement Activities	187,749	0	0	187,749	0	3	3.00
Development Services & Code	**$187,749**	**$0**	**$0**	**$187,749**	**$0**	**3**	**3.00**
Fire							
Emergency Management Performance Grant	185,838	0	0	185,838	185,838	2	2.00
Southwest Texas Regional Advisory Council (STRAC) Grant	0	0	31,818	31,818	0	0	0.00
State Homeland Security Grant Program - 2015 Supplemental	200,000	0	0	200,000	0	0	0.00
State Homeland Security Grant Program - 2016	636,139	0	0	636,139	0	0	0.00
State Homeland Security Grant Program - 2017	560,966	0	0	560,966	0	2	2.00
Urban Area Security Initiative (UASI) Grant	375,000	0	0	375,000	0	3	3.00
Fire	**$1,957,943**	**$0**	**$31,818**	**$1,989,761**	**$185,838**	**7**	**7.00**

*** Note: Amounts reflected within the Grant Summary are subject to change.**

FY 2018 GRANT SUMMARY BY DEPARTMENT

PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018*	CITY MATCH	FY 2018 POSITIONS	FY 2018 FTEs
Health							
Air Monitoring TCEQ Biowatch	340,611	0	0	340,611	0	6	2.85
Air Monitoring TCEQ Lake Calaveras	0	132,329	0	132,329	0	0	1.25
Air Monitoring TCEQ PM 2.5	98,192	0	0	98,192	0	0	0.85
BIO-Terrorism Prep ZIKA Lab Response	39,375	0	0	39,375	0	0	0.00
Federal Immunization Program	2,298,339	0	0	2,298,339	0	30	30.00
Head Start Avance	0	0	31,000	31,000	6,200	0	0.00
Head Start COSA	0	0	111,740	111,740	27,935	0	0.00
Head Start Family Services	0	0	75,000	75,000	15,000	0	0.00
Head Start PCI	0	0	9,000	9,000	1,800	0	0.00
Healthy Start Initiative	1,814,000	0	0	1,814,000	0	28	28.00
HIV Prevention Grant	0	250,000	0	250,000	0	4	4.00
HIV Surveillance Program	0	191,524	0	191,524	0	4	4.00
HPV Vaccine	247,378	0	0	247,378	0	4	4.00
IDC/Flu Infectious Disease	0	5,000	0	5,000	0	0	0.00
IDCU/SUR	0	136,563	0	136,563	0	2	2.00
Inner City School Immunization Project	0	594,495	45,000	639,495	0	9	9.00
Medicaid Waiver 1115	11,387,172	0	0	11,387,172	0	35	32.70
Milk Sample Lab Test	0	71,771	0	71,771	0	0	0.00
PHEP BIO Terrorism	1,002,347	0	0	1,002,347	100,235	11	10.40
PHEP Citi Readiness Initiative	219,698	0	0	219,698	21,970	3	3.00
PHEP Lab	244,077	0	0	244,077	24,408	2	2.00
STD Staff Support	1,273,447	0	0	1,273,447	0	13	13.00
TB Prevention and Control - Federal	318,216	0	0	318,216	63,643	6	6.00
TB Prevention and Control - State	0	430,771	0	430,771	86,154	5	5.00
TB Waiver Project	0	171,789	0	171,789	0	8	8.00
Title V Dental	211,064	0	0	211,064	0	1	1.00
Triple O	0	226,056	0	226,056	0	4	4.00
UTSA Building a Healthy Temple	0	0	8,421	8,421	0	0	0.00
WIC	6,295,393	0	0	6,295,393	0	98	97.50
ZIKA	408,933	0	0	408,933	0	3	3.00
Health	**$26,198,242**	**$2,210,298**	**$280,161**	**$28,688,701**	**$347,345**	**276**	**271.55**

*** Note: Amounts reflected within the Grant Summary are subject to change.**

FY 2018 GRANT SUMMARY BY DEPARTMENT

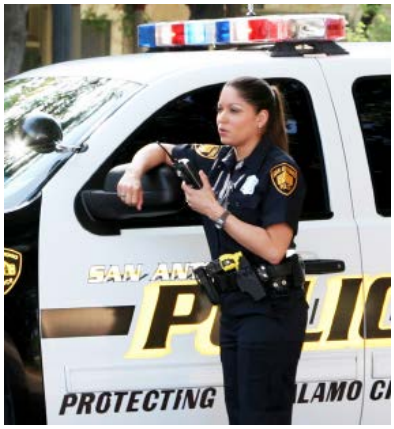
PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018*	CITY MATCH	FY 2018 POSITIONS	FY 2018 FTEs
Human Services							
Bexar Cares	995,828	0	995,828	1,991,656	0	1	1.00
CDBG Entitlement Grant - Fair Housing Program	246,000	0	0	246,000	0	4	4.00
CDBG Entitlement Grant - Financial Education	200,000	0	0	200,000	0	1	1.00
CDBG Entitlement Grant - Public Service Activities	149,955	0	0	149,955	0	0	0.00
Child Care Services	38,904,601	7,301,790	0	46,206,391	3,665,255	61	61.00
Community Services Block Grant (CSBG)	2,005,701	0	0	2,005,701	0	26	26.00
Early Head Start/Child Care Services Partnership	2,729,843	0	682,461	3,412,304	0	16	16.00
Emergency Solutions Grant	1,031,482	0	0	1,031,482	0	1	1.00
Head Start Early Childhood Development	22,632,420	0	5,658,105	28,290,525	0	95	95.00
Housing Counseling Grant	21,716	0	0	21,716	0	0	0.00
Housing Opportunities for Persons with AIDS	1,417,988	0	0	1,417,988	0	1	0.50
Senior Nutrition Program	1,876,000	0	40,000	1,916,000	3,437,111	52	41.00
Human Services	**$72,211,533**	**$7,301,790**	**$7,376,394**	**$86,889,717**	**$7,102,366**	**258**	**246.50**
Library							
Friends of the SA Public Library - Donation	0	0	100,000	100,000	0	0	0.00
Miscellaneous Gifts	0	0	65,000	65,000	0	0	0.00
SA Public Library Foundation - Donation	0	0	500,000	500,000	0	0	0.00
Library	**$0**	**$0**	**$665,000**	**$665,000**	**$0**	**0**	**0.00**
Municipal Court							
Truancy Intervention & Prevention Program	0	1,196,133	0	1,196,133	0	0	0.00
Municipal Court	**$0**	**$1,196,133**	**$0**	**$1,196,133**	**$0**	**0**	**0.00**
Neighborhood & Housing Services							
CDBG Entitlement Grant Program - Administration	2,148,705	0	0	2,148,705	0	17	17.80
CDBG Entitlement Grant-Debt Services	4,802,609	0	0	4,802,609	0	0	1.00
CDBG Entitlement Grant-Housing Program	830,000	0	0	830,000	0	6	6.00
CDBG Entitlement Grant-Neighborhood Revitalization	3,137,162	0	0	3,137,162	0	0	0.00
HOME Entitlement Grant Program	4,409,018	0	0	4,409,018	0	0	0.00
HOME Entitlement Grant Program-Administration	434,841	0	0	434,841	0	8	8.20
Lead Hazard Reduction Demonstration Grant	1,149,074	0	0	1,149,074	0	2	2.00
Neighborhood & Housing Services	**$16,911,409**	**$0**	**$0**	**$16,911,409**	**$0**	**33**	**35.00**
Office of Sustainability							
TxDOT B-Cycle Urban Core Expansion	0	494,398	0	494,398	0	0	0.00
Office of Sustainability	**$0**	**$494,398**	**$0**	**$494,398**	**$0**	**0**	**0.00**

*** Note: Amounts reflected within the Grant Summary are subject to change.**

FY 2018 GRANT SUMMARY BY DEPARTMENT

PROGRAM	*FEDERAL*	*STATE*	*OTHER*	*PROPOSED FY 2018**	*CITY MATCH*	*FY 2018 POSITIONS*	*FY 2018 FTEs*
Parks & Recreation							
CDBG Entitlement Grant Program	272,422	0	0	272,422	0	0	0.00
Summer Food Service Program	1,208,541	0	0	1,208,541	0	0	0.00
Parks & Recreation	**$1,480,963**	**$0**	**$0**	**$1,480,963**	**$0**	**0**	**0.00**
Police							
Enhanced Collaborative Model to Combat Human Trafficking	205,481	0	0	205,481	72,207	0	0.00
FY 2016 COPS Hiring Program	28,330	0	0	28,330	79,801	4	4.00
FY 2018 COPS Hiring Program	1,524,691	0	0	1,524,691	1,277,289	0	0.00
High Intensity Drug Trafficking Area (HIDTA) FY 2017 Award	1,109,528	0	0	1,109,528	0	0	0.00
High Intensity Drug Trafficking Area (HIDTA) FY 2018 Award	1,011,590	0	0	1,011,590	0	17	17.00
Justice Assistance Grant FY 2016 Award	168,492	0	0	168,492	0	0	0.00
Justice Assistance Grant FY 2017 Award	265,924	0	0	265,924	8,832	2	2.00
National Incident Based Reporting System (NIBRS)	87,978	0	0	87,978	0	0	0.00
Regional Auto Crimes Team (ReACT) FY 2018	0	694,434	0	694,434	2,434,008	9	9.00
STEP 2018	0	1,000,000	0	1,000,000	378,650	0	0.00
Texas Anti-Gang (TAG) Program	0	1,968,257	0	1,968,257	0	0	0.00
Police	**$4,402,014**	**$3,662,691**	**$0**	**$8,064,705**	**$4,250,787**	**32**	**32.00**
Grand Total	**$123,848,692**	**$14,865,309**	**$8,497,925**	**$147,211,926**	**$12,213,963**	**618**	**603.55**

*** Note: Amounts reflected within the Grant Summary are subject to change.**









DEPARTMENTAL SUMMARIES

MISSION STATEMENT

THE MISSION OF 311 CUSTOMER SERVICE IS TO ENHANCE THE DELIVERY OF CUSTOMER SERVICE THROUGH THE CITY'S 311 CALL CENTER, WEB PORTAL AND MOBILE APP.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	45	3,020,104
Total Funding	**45**	**$3,020,104**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Service level (% of calls answered within 45 seconds)	50%	60%	65%	✓	80%
Total interactions*	809,733	801,500	845,100	✓	850,000

*Interactions include phone calls, web/mobile requests and emails.

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	2,257,105	2,191,579	2,353,507
CONTRACTUAL SERVICES	0	60,390	125,901	60,390
COMMODITIES	0	4,684	3,720	6,477
SELF INSURANCE/OTHER	0	507,143	507,143	594,619
CAPITAL OUTLAY	0	28,512	29,491	5,111
TOTAL EXPENDITURES	**$0**	**$2,857,834**	**$2,857,834**	**$3,020,104**
Authorized Positions	**0**	**40**	**40**	**45**
Full-Time Equivalents	**0.00**	**38.50**	**38.50**	**41.00**

In FY 2017, 311 Customer Service was reorganized into a separate office within the City organization.

MISSION STATEMENT

ANIMAL CARE SERVICES' MISSION IS TO ENCOURAGE RESPONSIBLE PET OWNERSHIP BY PROMOTING AND PROTECTING THE HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS AND PETS OF SAN ANTONIO THROUGH EDUCATION, ENFORCEMENT, AND COMMUNITY PARTNERSHIP.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	136	14,731,709
Total Funding	**136**	**$14,731,709**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Free registered microchips	7,391	5,000	7,400	✓	7,400
Spay/neuter surgeries performed	35,781	40,334	40,400	✓	40,900
Live releases returned to owners	5,769	6,400	6,796	✓	6,400
Live release rescues	13,096	12,900	13,534	✓	12,900
Live release adoptions	7,192	7,300	6,903	✗	7,300
Live release rate	88.4%	88.5%	90%	✓	90%
Shelter Intake	31,881	31,000	30,500	✗	31,000

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	7,273,782	8,293,272	7,966,672	8,464,097
CONTRACTUAL SERVICES	2,226,886	2,377,520	2,657,198	2,525,656
COMMODITIES	1,071,062	1,118,683	1,187,080	1,373,283
SELF-INSURANCE/OTHER	1,843,554	2,015,947	1,942,434	2,238,864
CAPITAL OUTLAY	201,164	130,158	130,158	129,809
TOTAL EXPENDITURES	**$12,616,448**	**$13,935,580**	**$13,883,542**	**$14,731,709**
Authorized Positions	**130**	**135**	**135**	**136**
Full-Time Equivalents	**130.00**	**135.00**	**135.00**	**136.00**

MISSION STATEMENT

TO ENRICH QUALITY OF LIFE BY LEADING AND INVESTING IN SAN ANTONIO'S ARTS AND CULTURE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Arts & Culture Fund	12	10,052,809
Public Art San Antonio	6	682,692
Film Commission (Hotel Occupancy Tax Fund)	2	514,639
Total Funding	**20**	**$11,250,140**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Attendance at cultural events promoted by the Arts & Culture Department	3,523,642	3,100,000	4,062,877		4,500,000
Amount of non-city dollars leveraged for arts ($ in millions)	$35.0	$40.0	$42.5		$42.5

ARTS & CULTURE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	904,458	1,114,277	1,040,641	1,186,659
CONTRACTUAL SERVICES	1,378,067	1,282,232	1,334,417	1,390,734
COMMODITIES	17,255	12,546	27,331	47,546
SELF INSURANCE/OTHER	264,164	168,942	173,493	161,469
CAPITAL OUTLAY	12,558	3,888	3,888	1,301
ARTS AGENCY CONTRIBUTIONS	5,884,668	6,327,800	6,327,800	6,329,900
TRANSFERS	957,426	783,793	783,793	935,200
TOTAL EXPENDITURES	**$9,418,596**	**$9,693,478**	**$9,691,363**	**$10,052,809**
Authorized Positions	**14**	**12**	**12**	**12**
Full-Time Equivalents	**14.00**	**12.00**	**12.00**	**12.00**

PUBLIC ART SAN ANTONIO
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	426,100	461,591	479,309	534,652
CONTRACTUAL SERVICES	48,675	50,669	44,580	76,669
COMMODITIES	5,317	4,077	4,627	5,327
SELF INSURANCE/OTHER	63,634	62,283	63,909	64,743
CAPITAL OUTLAY	0	2,334	2,992	1,301
TOTAL EXPENDITURES	**$543,726**	**$580,954**	**$595,417**	**$682,692**
Authorized Positions	**6**	**6**	**6**	**6**
Full-Time Equivalents	**6.00**	**6.00**	**6.00**	**6.00**

FILM COMMISSION (HOTEL OCCUPANCY TAX FUND)
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	141,404	188,118	160,025	183,181
CONTRACTUAL SERVICES	183,122	311,600	319,402	311,600
COMMODITIES	0	0	351	0
SELF INSURANCE/OTHER	20,532	20,032	20,028	19,858
TOTAL EXPENDITURES	**$345,058**	**$519,750**	**$499,806**	**$514,639**
Authorized Positions	**2**	**2**	**2**	**2**
Full-Time Equivalents	**2.00**	**2.00**	**2.00**	**2.00**

FY 2018 ARTS & CULTURAL AGENCY FUNDING
Funding by Agency Category
FY 2018 Proposed Budget

Program/Agency Name	Proposed FY 2018
CULTURAL ARTS OPERATIONAL - LIVE PERFORMANCES	
Alamo City Opera Piccola	$37,000
ARTS San Antonio	237,000
AtticRep	17,000
Ballet San Antonio	81,000
Cactus Pear Music Festival	64,000
Chamber Orchestra of San Antonio	21,000
Children's Chorus of San Antonio	109,000
Children's Fine Arts Series	28,000
Guadalupe Cultural Arts Center	339,000
Jump-Start Performance Company	51,500
San Antonio Chamber Choir	11,500
San Antonio Choral Society	13,500
San Antonio Dance Theatre (Metropolitan Ballet)	40,000
San Antonio International Piano Competition	13,000
SOLI Chamber Ensemble	17,000
Symphonic Music for San Antonio (Formerly Symphony Society of San Antonio)	614,000
The Classic Theatre of San Antonio	30,000
The Magik Children's Theatre	247,000
The Opera San Antonio	125,000
The Playhouse San Antonio	151,500
Woodlawn Theatre	90,000
Youth Orchestras of San Antonio	182,000
Total Live Performances	**$2,519,000**
CULTURAL ARTS OPERATIONAL - MUSEUMS	
Artpace, Inc.	$269,500
Contemporary Art for San Antonio (Blue Star)	188,000
National Western Art Foundation (Briscoe Western Art Museum)	100,000
San Antonio Children's Museum (DoSeum)	200,000
San Antonio Museum of Arts	347,000
Southwest School of Arts	321,000
Witte Museum	567,000
Total Museums	**$1,992,500**
CULTURAL ARTS OPERATIONAL - COMMUNITY GROUPS	
American Indians in Texas-Spanish Colonial Missions	$51,500
Bihl Haus Arts	90,000
Centro Cultural Aztlan	110,000
Conjunto Heritage Taller	19,000
Dreams Fulfilled Through Music	14,000
Esperanza Peace and Justice Center	276,000
Gemini Series - Gemini Ink	114,000
Inspire Community Fine Art Center	41,000

FY 2018 ARTS & CULTURAL AGENCY FUNDING
Funding by Agency Category
FY 2018 Proposed Budget

Program/Agency Name	Proposed FY 2018
CULTURAL ARTS OPERATIONAL - COMMUNITY GROUPS (CONTINUED)	
Musical Bridges Around the World, Inc.	66,000
San Anto Cultural Arts, Inc.	103,000
SAY Sí	223,000
The Network of Young Artists	38,000
Urban-15 Group	118,000
Total Community Groups	**$1,263,500**
FESTIVALS	
Anuja San Antonio	$9,500
Avenida Guadalupe Association	2,000
Japan America Society of San Antonio	2,000
San Antonio Public Library Foundation	47,500
Texas International Folk Dancers	5,500
Total Festivals	**$66,500**
ARTIST REGRANTING	
National Association of Latino Arts and Culture	$30,000
San Antonio Artist Foundation	30,000
Total Artist Regranting	**$60,000**
ADDITIONAL ARTS FUNDING ALLOCATIONS	
Centro de Artes	$ 150,000
Cultural Plan	75,000
Organizational Development & Mentoring Program	75,000
Sister Cities	100,000
Technical Assistance	10,000
Travis Park	18,400
Total Additional Arts Agency Funding Allocations	**$428,400**
Total FY 2018 Arts & Cultural Agencies Allocations	**$6,329,900**

Program/Agency Title Program/Agency Description	FY 2018 Proposed

Live Performances

Alamo City Opera Piccola $37,000

Opera Piccola of San Antonio, a d.b.a. of Alamo City Opera, was founded in February of 2012 with the passionate intent of building a nationally recognized professional opera for San Antonio, specializing in intimate chamber opera. The word "piccola" means small in Italian, lending to the company's vision of producing exciting, high quality productions in intimate settings.

ARTS San Antonio $237,000

ARTS San Antonio's artistic offerings will include some of the world's renowned artists while presenting leading multicultural and interdisciplinary exchanges in genres.

AtticRep $17,000

AtticRep is a Tobin Resident theater company that produces contemporary and classic plays. With these plays, AtticRep creates a unique theater that reflects the topics of the San Antonio community. It is a theater that identifies itself with the social issues of our times and creates a platform for social discourse.

Ballet San Antonio $81,000

Ballet San Antonio was founded in 1985 and is the resident ballet company of the Tobin Center for the Performing Arts. The professional dancers come to San Antonio from all over the world to make San Antonio their home and perform for the community in high quality productions. Productions include wonderful performances such as The Nutcracker in November and December, a production created by San Antonio Artists for San Antonio audiences. The Ballet San Antonio will make dance accessible to the community with performances in public venues and will provide arts education through the Learning That Moves You Program.

Cactus Pear Music Festival $64,000

Cactus Pear Music Festival will conduct its Summer Concert series with five concerts by noted chamber music artists of national and international renowned standards.

Chamber Orchestra of San Antonio $21,000

Chamber Orchestra of San Antonio was founded in 2008 to augment the fine arts in San Antonio and the surrounding areas. The Chamber Orchestra of San Antonio is devoted to cultivating the realm of classical music for new and versed music lovers through education, performances, and festivals that present both rarely experienced and timeless works.

Program/Agency Title Program/Agency Description	FY 2018 Proposed

Live Performances

Children's Chorus of San Antonio $109,000

The Children's Chorus of San Antonio (CCSA) is comprised of children and youth from San Antonio. CCSA has five core ensembles and serve boys and girls ages 7 to 18. In addition, group supports Project: SING, an outreach program in the San Antonio Independent School District and Harlandale communities, and Music Together®, a program that serves infants and toddlers. CCSA will hold community workshops, free community concerts, and will continue to perform at the Tobin Center.

Children's Fine Arts Series $28,000

The Children's Fine Arts Series presents performing arts programs for young children, ages 3 to 10, and their families. The performing arts programs consist of professional touring companies that perform theatrical events adapted from school-based literature as well as original productions. The productions encompass the entire array of performing arts including opera, puppets, dance, plays, and concerts.

Guadalupe Cultural Arts Center $339,000

Through its artistic, educational, and community programming, the Guadalupe Cultural Arts Center presents and produces a season of multi-disciplinary events, exhibitions, and festivals. Since its founding in 1980, the Guadalupe Cultural Arts Center has been an anchor for San Antonio's Westside neighborhood, preserving and catalyzing the culture of this beloved and historically-rich community. Today, the Center is one of the nation's largest multi-disciplinary arts organizations, with the vision to revolutionize how we imagine the world.

Jump-Start Performance Company $51,500

Jump-Start Performance Company Series offers original productions developed by Jump-Start company members and presented in the organization's theater. The Community Series brings visual artists, writers, dancers, and theatre artists from our community into Jump-Start for their exhibits, readings, works-in-progress, and workshop productions. Jump-Start-At-Large includes company members and guest artists presenting original site-specific performances in venues throughout San Antonio.

San Antonio Chamber Choir $11,500

Since its founding and first public performances in 2005, the San Antonio Chamber Choir has performed over 300 works with a repertoire ranging from the 15th to the 21st century. As one of the resident companies of the Tobin Center for Performing Arts, the San Antonio Chamber Choir will perform concert programs at the Carlos Alvarez Studio Theatre.

Program/Agency Title Program/Agency Description	FY 2018 Proposed

Live Performances

San Antonio Choral Society $13,500

The San Antonio Choral Society will present a mix of musical styles in different venues around the city. The San Antonio Choral offers a contemplative season of music offering popular standards, holiday music, and its Annual Pops Concert in the spring.

San Antonio Dance Theatre (Metropolitan Ballet) $40,000

San Antonio Metropolitan Ballet (SAMB) remains the only San Antonio dance company that has attained Regional Dance America membership. SAMB will present a public performance, free of charge, in a local outdoor park. This performance provides an opportunity for the public to participate in an interactive dance with company dancers, Dance Kaleidoscope, where Company dancers and guest artists will perform in a mixed repertory concert in a local theatre setting. SAMB Directors and Resident Choreographers will conduct SAMB Junior Camp, a two week, all-day dance camp geared to younger adolescents, which will culminate in a presentation open to the public at a local city park venue.

San Antonio International Piano Competition $13,000

San Antonio International Piano Competition's season includes a classical piano series consisting of several solo piano concerts, piano master classes for students of all ages, a Young People's concert, and a piano recital program in a San Antonio school district.

SOLI Chamber Ensemble $17,000

For two decades, San Antonio based SOLI Chamber Ensemble has upheld its reputation for giving new voice to 20th century classical contemporary music and its strong commitment to commissioning new works. As a resident ensemble, SOLI is based at the Carlos Alvarez Studio Theater of the Tobin Center for the Performing Arts. In addition, SOLI will continue its successful performances in the Ruth Taylor Recital Hall on the campus of Trinity University.

Symphonic Music for San Antonio $614,000

Symphonic Music for San Antonio is the successor entity of the Symphony Society of San Antonio and will continue the mission of providing symphonic music to the citizens and visitors of San Antonio. This season consists of the Classics and Pops Series and special events. Concerts will feature live symphonic music from classical and popular repertoire in the Tobin Center for the Performing Arts. Guest artists and conductors represent a variety of nationalities and instrumental disciplines, popular music, and musicians of San Antonio and South Texas.

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**

Live Performances

The Classic Theatre of San Antonio $30,000

The Classic Theatre of San Antonio was incorporated on May 23, 2008. Their mission is to reinvigorate and create new audiences for the theatre by presenting professional theatre productions of popular classics and forgotten masterpieces for San Antonio residents and visitors.

The Magik Children's Theatre $247,000

The Magik Theatre is San Antonio's theatre company for children and families whose mission is to nurture understanding of theatre and literature. Magik provides theatre productions of children's literature on the main stage at HemisFair in downtown. They will also be providing events at their satellite venue in north San Antonio - The Magik Performing Arts Center.

The Opera San Antonio $125,000

The Opera San Antonio was formed to produce and present world-class opera as a resident opera company at the Tobin Center for the Performing Arts.

The Playhouse San Antonio $151,500

The passion of The Playhouse San Antonio is to connect the San Antonio community to the world at large by telling stories that reveal the truth of the human experience. Since its formation in 1912, The Playhouse has produced hundreds of plays and reached an audience of millions.

Woodlawn Theatre $90,000

The historic Woodlawn Theatre originally opened in 1946. The legendary John Wayne hosted the premier of his movie the Alamo at the theatre in 1960. The Woodlawn Theatre continues to enhance and expand its production and program offerings. The theatre is also committed to continuing to expand its Performing Arts Academy youth programs, which include voice, dance, acting classes, and themed summer camps.

Youth Orchestras of San Antonio $182,000

Youth Orchestras of San Antonio (YOSA) provides a comprehensive orchestral music program that includes five orchestras at various skill levels. YOSA provides youth development through music education by providing student musicians an opportunity to study and perform with local professional musicians as well as national guest artists.

Live Performances Total	**$2,519,000**

Program/Agency Title Program/Agency Description	FY 2018 Proposed

Museums, Visual Arts & Exhibition Institutions

Artpace, Inc. $269,500

Artpace contributes to the City of San Antonio's vibrant cultural life by providing an accessible facility, open year-round, with challenging exhibitions and a diverse array of free, educational programs for students, adults, and artists. Artpace invites three guest curators to each select three artists who will serve in a residency capacity while they complete a project. Every four months Artpace hosts one international, one US-based, and one Texas artist.

Contemporary Art for San Antonio (Blue Star) $188,000

Contemporary Art for San Antonio (Blue Star) will provide both exhibition and educational programming that is designed to reflect a progressive and enhanced approach in exhibiting contemporary art while building on a rich heritage, increasing community partnerships, and providing opportunities to all segments of the population. Blue Star supports its contemporary art exhibitions produced both onsite at its home at 116 Blue Star and at satellite locations around the city. Other programs include the MOSAIC after-school education program that extends the impact of its exhibitions and programs into professional and youth development for at-risk teens and the Art in the Garden exhibition held at the San Antonio Botanical Garden. Blue Star hosts more than 20 exhibitions each year featuring local, national, and international talents.

National Western Art Foundation (Briscoe Western Art Museum) $100,000

The National Western Art Foundation (Briscoe Western Art Museum) preserves and interprets the art, history, and culture of the American West through engaging exhibitions, educational programs, and public events reflective of the region's rich traditions and shared heritage. Located in a historic building that was San Antonio's first central library, the Briscoe Museum opened to the public on October 26, 2013. Now fully operational, the Briscoe Museum serves San Antonio as an accessible, centrally-located, cultural and educational institution.

San Antonio Children's Museum (DoSeum) $200,000

The San Antonio Children's Museum better known as the "DoSeum" provides engaging hands-on experiences where children and adults actively learn through creative play. As a miniature cultural and historical replica of San Antonio, the SACM is often a child's first museum experience as well as their initial exposure to the concept of art and culture in an organized setting. Founded in 1995, the DoSeum is the City's only museum exclusively devoted to children under the age of 10 — a developmental span that is particularly impactful in terms of child development and the cultivation of lifelong learning skills.

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**
Museums, Visual Arts & Exhibition Institutions	
San Antonio Museum of Art The San Antonio Museum of Art (SAMA) provides unique visual experiences and educational resources in the development of visual literacy for the San Antonio and South Texas community. SAMA's world-class collections and exhibitions, along with related programming, provide an enhanced quality of life for the people of San Antonio and visitors from around the world. SAMA has exceptionally important permanent collections of Western Antiquities, Asian Art, Latin American Art, and contemporary paintings and sculptures; each created by specialists with strong professional backgrounds.	$347,000
Southwest School of Art The Southwest School of Art will produce an Exhibition Program presenting outstanding work by regional, national, and international contemporary artists in large and small exhibition spaces. Smaller spaces accentuate work by regional artists or community groups. Regional and national writers regularly review the exhibitions and all major exhibitions are documented, with some including a catalog or publication. The Public Programs include the historic buildings and grounds (the former Ursuline Convent and Academy, listed on the National Register of Historic Preservation) and history museum. Public programs also include: free public lectures by visiting artists, hosting national conferences, and collaborations with other community groups, such as the San Antonio Book Fair.	$321,000
Witte Museum The Witte Museum is a national model as a "magnetic" museum involving the community in partnerships and engaging an ever-wider sphere of participants. The Witte has planned a full schedule of innovative demonstrations, interactor experiences, exhibits, and programs that ensure meeting the educational and cultural needs of the community while continuing to broaden audience engagement. The Witte supports demonstrations of the South Texas Heritage and Natural History, as well as collections-based history and art exhibits, Family Days, and a blockbuster exhibition.	$567,000
Museums, Visual Arts & Exhibition Institutions Total	**$1,992,500**

Program/Agency Title Program/Agency Description	FY 2018 Proposed

Community Based Organizations

American Indians in Texas-at the Spanish Colonial Missions $51,500

The American Indians in Texas at the Spanish Colonial Missions' (AIT) focus is to strengthen and expand Native American cultural arts programming in San Antonio. AIT will conduct Community Cultural Education classes on various Native American arts which include beading, drumming and singing, visual arts, murals, storytelling, folk art such as making mascaras (cultural masks), Ojos de Dios (Cultural Art weavings), talking staff (spirit sticks) and dream catchers. AIT will also participate in Cultural Community Events to include group visual arts exhibits by local Native American Indian artists, poetry performances by local artists, the annual Four Seasons Indian Market, its Annual Father's Day Fiesta celebration, performances of traditional drumming, flute music, singing and dance by the AIT-SCM Dance Theatre, a Native American film screening with panel discussions, including AIT's Annual United San Antonio Pow Wow, the festival Traditions Pow Wow, and the Native San Antonio Celebration at the Land Heritage Institute.

Bihl Haus Arts $90,000

Bihl Haus Arts employs the arts to promote personal, social and cultural growth while also stimulating community pride within the inner-city. Events include the annual On & Off Fredericksburg Road Studio Tour and several art exhibits & National Poetry Month readings in the Spring.

Centro Cultural Aztlan, Inc. $110,000

Centro Cultural Aztlan will present a series of visual art exhibitions, workshops, festivals, and performances designed to engage and stimulate the participation of local audiences and out of town visitors. The series of special community arts projects will provide opportunities for the creation of new works by bringing together established artists with community artists, students, and adult community members to experience a wide range of highly creative cultural activities. The season includes the annual Dia de los Muertos, Celebracion a La Virgen de Guadalupe Exhibition, commemoration of the anniversary of the signing of the Treaty of Guadalupe Hidalgo, the Annual Lowrider Festival, and monthly exhibits of varying genres in the Galeria Expresion.

Conjunto Heritage Taller $19,000

The Conjunto Heritage Taller will continue to provide low-cost instruction of the button accordion and bajo sexto to multi-cultural and multi-generational students in the traditional Conjunto music genre. In addition to providing lessons several days a week, students perform at city-wide venues as well as at the Conjunto Heritage Taller Studio. All events are held in a family-friendly environment for Conjunto fans. Most performances are free and open to the general public.

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**

Community Based Organizations

Dreams Fulfilled Through Music $14,000

Dreams Fulfilled Through Music is dedicated to developing the personal accomplishment, social growth, and self-esteem of persons with special needs through music education, recreational music-making and performance opportunities. Individuals with disabilities are provided the opportunity to express and utilize their innate talents. Events will include Spring, Summer and Christmas concerts that are open and accessible to the public.

Esperanza Peace and Justice Center $276,000

The Esperanza Peace and Justice Center, founded in 1987, is a multidisciplinary arts and cultural organization built around a vision of social justice and cross-cultural understanding. As a community-based organization, the Center is committed to serving low-income and marginalized communities, preserving San Antonio's unique cultural heritage, and nurturing local and emerging artists. The Center offers cultural events that feature gallery exhibits, theater presentations, workshops, and film presentations.

Gemini Series – Gemini Ink $114,000

Gemini Ink is a community-based literary arts center that helps people create and share the human story through quality creative writing programs, performances, and events. The Autograph Series will present a prizewinning writer or writers of national or international stature to a community-wide audience in a free public reading at a major public venue. Community Writing Classes is offered each spring, fall, and summer and offers craft workshops for beginning to advanced writers and literary classes for lifelong learners. Writers In Communities sends professional writers into diverse community settings — such as shelters, schools, neighborhood centers, and detention facilities — to work alongside students of all ages, needs, interests and abilities.

Inspire Community Fine Art Center $41,000

The mission of Inspire Community Fine Art Center is to create and celebrate the arts as a force for education and healing across San Antonio's diverse cultural communities. Founded in 2005, Inspire provides opportunities for diverse, often underserved, populations to experience the joy of creativity and artistic expression. In addition to outreach, Inspire provides classes at their campus for children through seniors with quarterly student art shows, one Saturday each month Free Family Art Day welcomes families to discover a variety of art projects based on seasonal themes/children's literature. With Inspire's belief that art can change lives, Inspire also works at community events including the AIDS walk/run and Relay for Life. Additionally, Inspire hosts a juried art show (now in its seventh season) and an annual Arts Festival.

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**

Community Based Organizations

Musical Bridges Around the World — $66,000

Musical Bridges Around the World produces a free public concert series in downtown San Antonio, including: Musical Evenings at San Fernando Cathedral, Jazz Invocation, and the International Music festival.

San Anto Cultural Arts, Inc. — $103,000

San Anto Cultural Arts (SACA), through its Mural Program, will complete murals/mural restorations/public art pieces; recruit and mobilize youth, adults and elders; and educate in all aspects of mural/public art creation and restoration through a community-first model. SACA will produce several issues of El Placazo Community Newspaper and recruit, mobilize, and educate community youth, adults, and elders in all aspects of newspaper production. Mural dedications, as well as participant art shows, are open and accessible to the public.

SAY Sí — $223,000

SAY Sí will provide tuition-free arts educational programming to San Antonio students in national award-winning programs. These programs include comprehensive visual arts programs, media arts, and theatre arts to youth in the community, a majority of which are economically disadvantaged and culturally diverse. Programming runs year round, is long-term, and takes place weekday afternoons to early evening and Saturdays, with extended hours during the summer months. SAY Sí provides a foundation for urban youth to grow and develop real world skills that will set them on the path to college, provide a footing for navigating a continuously developing world, and allows them the ability to make a difference in their community.

The Network for Young Artists — $38,000

The Network for Young Artists' (NYA) objective is to develop innate talent and build self–esteem in youth through cultural programs in voice, dance, and musical instruments. NYA's music education classes and performing opportunities are open to all youth 4 to 20 years of age. The Network for Young Artists provides performances throughout San Antonio that are open to the public. They provide performances of popular music, musical standards, and traditional cultural Latino music.

Program/Agency Title Program/Agency Description	FY 2018 Proposed
Community Based Organizations	
Urban-15 Group Urban-15 is a multi-disciplinary arts organization devoted to music, dance, and media. Urban-15 devotes its energy to creating original works and educational programs for the community with artistic productions that combine traditional culture, modern artistic aesthetics, and creative technologies. They provide instruction and the following dance troupe ensemble performances: Carnival de San Anto, Urban School of Music and Dance, The Cultivation Project (Youth Music/Media program) and the internet streaming Video Lab.	$118,000
Community Based Organizations Total	**$1,263,500**
Festivals & Community Celebrations	
Anuja San Antonio The Diwali SA Festival was created in 2009 to commemorate the signing of a Sister-City relationship between the City of San Antonio and Chennai, India in 2008. The mission of the Diwali San Antonio “Festival of Lights” is to celebrate Indian culture and traditions by featuring traditional Indian dance, entertainment, food, and booths selling goods from various parts of India. The event is free and open to the public.	$9,500
Avenida Guadalupe Association The Diez y Seis de Septiembre Parade and Festival, now in its 35th year, enables the observation of an important date in Mexican American culture. The Diez y Seis de Septiembre Parade is the "Lest We Forget" event for the Mexican American community. The event celebrates the important role Tejanos played in the process of two nations discovering democracy and freedom.	$2,000
Japan America Society of San Antonio The Aki Matsuri (Fall Festival), hosted by the Japan America Society of San Antonio, has been in existence since 2003. The mission of the festival is to bring Japanese Culture, in its many forms, to the people of San Antonio. The Aki Matsuri features traditional Japanese cultural demonstrations, dance, crafts, music and cosplay.	$2,000

Program/Agency Title Program/Agency Description	FY 2018 Proposed
Festivals & Community Celebrations	
San Antonio Public Library Foundation An exciting, major initiative, the San Antonio Book festival (SABF) is a program of the San Antonio Public Library Foundation and is presented with our founding partners, the Central Library, Southwest School of Art, and Texas Book Festival. SABF is a free, daylong event whose mission is to unite readers and writers in a celebration of ideas, books libraries, and library culture. The event is scheduled for April 2018 at the Central Library and the neighboring Southwest School of Art and Charline McCombs Empire Theatre.	$47,500
Texas International Folk Dancers The Texas International Folk Dancers' festival celebrates international dance and cultures with presentations of century-old traditional works, as well as more contemporary pieces. Examples of different cultures will be presented. This is family friendly and culturally significant event open to all.	$5,500
Festivals & Community Celebrations Total	**$66,500**
Artist Re-Granting	
National Association of Latino Arts and Culture The mission of the National Association of Latino Arts and Cultures (NALAC) is to promote, advance, develop, and cultivate the Latino arts field. NALAC envisions a cultural landscape that fully values and integrates the essential contributions of an expanding Latino arts field and its dynamic workforce. Founded and based in San Antonio by prominent Latino artists, NALAC plays an important leadership role in building the professional capacity of Latino artists and organizations, as well as promoting policies for cultural equity in partnership with other organizations.	$30,000
San Antonio Artist Foundation The mission of the Artist Foundation of San Antonio is to enrich the city's artistic and economic fabric by providing monetary awards to individual artists, across diverse disciplines, to advance their creative enterprise and the arts in the community.	$30,000
Artist Re-Granting Total	**$60,000**

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**

Additional Arts Funding Allocations

Centro de Artes — $150,000

Centro de Artes is an institution dedicated to telling the story of the Latino experience in the U.S. with a focus on South Texas through local and regional art, history and culture, and dedicated to sharing the transnational experience of Latinos in the U.S. In September 2016, the Department of Arts & Culture began management of exhibits and programming within the Centro de Artes Gallery. The programming of this space is reviewed by the Centro de Artes Committee of the San Antonio Arts Commission to ensure that the Center remains dedicated to its mission and strategic plan adopted by City Council in October 2016.

Cultural Plan — $75,000

The Department of Arts and Culture will update and implement the City's cultural plan, uniting cultural leaders and artists on economic issues ranging from cultural heritage to cultural equity, while attracting new residents and employers to grow our creative economy and make San Antonio the premier arts and cultural destination.

Organizational Development & Mentoring Program — $75,000

The Department of Arts and Culture will provide assessment, training and mentorship services for arts agencies to increase their organizational capacity and economic sustainability.

Sister Cities — $100,000

The City of San Antonio currently has ten sister cities of record. In October 2017, it will add Darmstadt, Germany to its portfolio, increasing economic and cultural interest and exchange. The Department of Arts and Culture will be engaged with other departments, including the International Relations Office of the Economic Development Department, to foster cultural understanding and relations through the development of art and cultural exchanges between several of our current sister cities.

Technical Assistance — $10,000

The Technical and Economic Assistance Program is a competitive program designed to assist local not-for-profit arts and cultural organizations and professional artists in paying for specific expenses related to organization stability, development, and professional growth.

Travis Park — $18,400

The Department of Arts & Culture will provide funding for arts programming at Travis Park.

Program/Agency Title Program/Agency Description	**FY 2018 Proposed**
Additional Arts Funding Allocations	
Additional Arts Funding Allocations Total	**$428,400**
Total FY 2018 Proposed Arts and Cultural Agency Allocations	**$6,329,900**

MISSION STATEMENT

TO INNOVATIVELY MANAGE OUR AIRPORTS TO PROVIDE A POSITIVE CUSTOMER EXPERIENCE WHILE SUPPORTING ECONOMIC DEVELOPMENT.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Airport Operating & Maintenance Fund	486	100,286,128
Customer Facility Charge Fund	0	12,988,735
Passenger Facility Charge Fund	0	17,064,448
Capital Projects	0	86,375,689
Total Funding	**486**	**$216,715,000**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Airport operating cost per enplaned passenger	13.23	14.22	14.34	✗	14.78
Passenger airline cost per enplaned passenger	7.48	8.11	8.34	✗	8.72
Parking and concession revenue per enplaned passenger	9.02	9.74	8.91	✗	9.80
% of non-airline revenues	61%	61%	61%	✓	59%
Debt service coverage	2.25x	1.40x	1.68x	✓	1.50x

AIRPORT OPERATING & MAINTENANCE FUND EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	30,962,028	33,428,488	33,140,817	35,111,887
CONTRACTUAL SERVICES	16,219,986	17,562,322	18,132,116	18,085,887
COMMODITIES	1,558,553	2,078,996	2,066,771	2,159,322
SELF INSURANCE/OTHER	7,281,039	7,320,411	7,239,047	7,761,821
CAPITAL OUTLAY	1,413,890	2,217,653	1,866,734	3,198,769
TRANSFERS	32,182,659	29,491,228	28,729,603	33,968,442
TOTAL EXPENDITURES	**$89,618,155**	**$92,099,098**	**$91,175,088**	**$100,286,128**
Authorized Positions	**468**	**473**	**473**	**486**
Full-Time Equivalents	**468.00**	**473.00**	**473.00**	**486.00**

BUILDING & EQUIPMENT SERVICES

FACILITY SERVICES FUND
FLEET SERVICES FUND
EQUIPMENT RENEWAL & REPLACEMENT FUND

MISSION STATEMENT

BUILDING & EQUIPMENT SERVICES WILL ENSURE THE CITY'S FLEET AND FACILITIES ARE ACQUIRED, INVENTORIED, MAINTAINED, AND DISPOSED OF RESPONSIBLY AND OPERATED EFFICIENTLY FOR THE BENEFIT OF EMPLOYEES AND THE CITIZENS OF SAN ANTONIO.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Facility Services Fund	117	16,179,949
Fleet Services Fund	68	21,457,953
Equipment Renewal & Replacement Fund	0	38,466,360
Capital Projects	0	5,000,000
Total Funding	**185**	**$81,104,262**

Total Equipment Renewal & Replacement Fund FY 2018 Proposed Budget is $39,115,307 of which $648,947 is transferred to the Fleet Services Fund.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
% of scheduled preventive building maintenance completed on time	97%	95%	100%		95%

FACILITY SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	6,088,897	6,627,127	6,406,241	6,656,387
CONTRACTUAL SERVICES	3,525,836	3,451,074	3,438,449	3,577,802
COMMODITIES	906,759	928,717	947,230	913,394
SELF-INSURANCE/OTHER	4,066,135	4,130,196	4,296,377	4,268,190
CAPITAL OUTLAY	35,872	197,518	198,173	19,410
TRANSFERS	723,866	1,455,901	1,455,901	744,766
TOTAL EXPENDITURES	**$15,347,365**	**$16,790,533**	**$16,742,371**	**$16,179,949**
Authorized Positions	**116**	**117**	**117**	**117**
Full-Time Equivalents	**115.50**	**116.50**	**116.50**	**116.50**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Scheduled preventive maintenance completed within 30 minutes for police cruisers	96%	96%	96%	✓	97%
% of Police and light duty fleet available to users	96%	95%	96%	✓	95%

FLEET SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	3,848,858	4,226,891	4,178,637	4,396,804
CONTRACTUAL SERVICES	1,908,876	1,986,557	2,001,938	1,986,182
COMMODITIES	1,889,391	1,956,640	1,973,592	1,954,117
SELF-INSURANCE/OTHER	8,923,333	11,926,610	11,194,285	12,539,368
CAPITAL OUTLAY	5,460	22,780	25,339	26,647
TRANSFERS	456,070	525,708	525,708	554,835
TOTAL EXPENDITURES	**$17,031,988**	**$20,645,186**	**$19,899,499**	**$21,457,953**
Authorized Positions	**68**	**68**	**68**	**68**
Full-Time Equivalents	**68.00**	**68.00**	**68.00**	**68.00**

EQUIPMENT RENEWAL & REPLACEMENT FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	129,769	1,126,832	1,070,176	126,832
SELF-INSURANCE/OTHER	126,685	724	724	10,659
CAPITAL OUTLAY	62,378,133	44,611,660	41,212,535	38,297,244
TRANSFERS	554,408	512,669	512,669	680,572
TOTAL EXPENDITURES	**$63,188,995**	**$46,251,885**	**$42,796,104**	**$39,115,307**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

CENTER CITY DEVELOPMENT & OPERATIONS

GENERAL FUND
INNER CITY INCENTIVE FUND
PARKING OPERATING & MAINTENANCE FUND
MARKET SQUARE FUND

MISSION STATEMENT

THE MISSION OF THE CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT IS TO INITIATE AND FACILITATE LIVABILITY, COMMERCE, INFRASTRUCTURE, AND PROSPERITY FOR A VIBRANT CENTER CITY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	62	15,064,566
General Fund - Brownfield Program	1	87,083
General Fund - Land Banking Expenditures	0	90,000
General Fund - Hemisfair Park Area Redevelopment Corporation Local Government Corporation Expenditures	0	1,687,000
Inner City Incentive Fund	0	2,000,000
Parking Operating & Maintenance Fund	92	10,161,193
Market Square Fund	7	2,527,228
Grants	0	304,000
Capital Projects	0	6,338,581
Total Funding	**162**	**$38,259,651**

Total Market Square Fund FY 2018 Proposed Budget is $2,738,551, of which $211,323 is transferred to the Parking Operating and Maintenance Fund.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Cars parked in City-owned parking facilities	1,930,377	1,949,680	1,949,890	✓	1,978,925
Plants planted on the river annually	89,899	85,500	89,000	✓	89,000
Events at Downtown Parks and Plazas	800	750	761	✓	750
Customer satisfaction rating for River Walk landscaping	95%	95%	95%	✓	95%
Outreach programs facilitated to educate developers and other downtown stakeholders on the development process	4	4	4	✓	4
Downtown area housing units facilitated through incentives (SA2020 Boundary)	850	620	1,246	✓	411
Bike share miles traveled	300,000	325,000	354,000	✓	383,000

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	4,598,840	4,706,096	4,521,158	4,811,965
CONTRACTUAL SERVICES	3,314,800	3,428,730	3,480,746	3,411,189
COMMMODITES	326,602	280,878	347,635	280,878
SELF-INSURANCE/OTHER	1,872,658	1,981,958	1,996,082	2,083,401
CAPITAL OUTLAY	34,371	28,080	32,534	10,370
TRANSFERS	2,529,098	3,521,436	3,521,436	4,466,763
TOTAL EXPENDITURES	**$12,676,369**	**$13,947,178**	**$13,899,591**	**$15,064,566**
Authorized Positions	**65**	**62**	**62**	**62**
Full-Time Equivalents	**65.00**	**62.00**	**62.00**	**62.00**

GENERAL FUND - BROWNFIELD PROGRAM
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	71,933	71,529	71,529	73,881
CONTRACTUAL SERVICES	0	6,251	6,251	6,251
COMMODITIES	2,400	1,501	1,000	1,501
SELF-INSURANCE/OTHER	4,613	5,031	5,031	5,450
CAPITAL OUTLAY	0	1,238	1,238	0
TOTAL EXPENDITURES	**$78,946**	**$85,550**	**$85,049**	**$87,083**
Authorized Positions	**1**	**1**	**1**	**1**
Full-Time Equivalents	**1.00**	**1.00**	**1.00**	**1.00**

GENERAL FUND - LAND BANKING EXPENDITURES
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	90,000	90,000	90,000	90,000
TOTAL EXPENDITURES	**$90,000**	**$90,000**	**$90,000**	**$90,000**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

GENERAL FUND - HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION LOCAL GOVERNMENT CORPORATION EXPENDITURES
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	1,687,694	1,687,000	1,687,000	1,687,000
TOTAL EXPENDITURES	**$1,687,694**	**$1,687,000**	**$1,687,000**	**$1,687,000**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

INNER CITY INCENTIVE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	2,000,000	2,000,000	2,000,000	2,000,000
TOTAL EXPENDITURES	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

PARKING OPERATING & MAINTENANCE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	4,187,974	4,812,673	4,308,761	4,920,353
CONTRACTUAL SERVICES	1,304,856	1,089,413	1,574,373	1,703,983
COMMODITIES	238,824	205,802	179,975	205,802
SELF-INSURANCE/OTHER	786,414	784,228	802,586	892,507
CAPITAL OUTLAY	91,165	876,000	878,791	7,339
TRANSFERS	2,653,695	2,777,634	2,777,634	2,431,209
TOTAL EXPENDITURES	**$9,262,928**	**$10,545,750**	**$10,522,120**	**$10,161,193**
Authorized Positions	**92**	**91**	**91**	**92**
Full-Time Equivalents	**86.00**	**85.00**	**85.00**	**86.00**

MARKET SQUARE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	312,542	411,444	372,331	429,911
CONTRACTUAL SERVICES	1,521,617	1,760,339	1,768,902	1,465,339
COMMODITIES	31,157	49,445	68,316	49,445
SELF-INSURANCE/OTHER	445,648	413,533	420,421	400,090
CAPITAL OUTLAY	0	1,296	1,805	2,076
TRANSFERS	781,761	354,586	357,642	391,690
TOTAL EXPENDITURES	**$3,092,725**	**$2,990,643**	**$2,989,417**	**$2,738,551**
Authorized Positions	**7**	**7**	**7**	**7**
Full-Time Equivalents	**7.00**	**7.00**	**7.00**	**7.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Environmental Protection Agency Brownfields Assessment Grant	304,000	0	0	304,000	0
TOTAL	**$304,000**	**$0**	**$0**	**$304,000**	**$0**

CITY ATTORNEY

GENERAL FUND
SELF-INSURANCE LIABILITY FUND
SELF-INSURANCE WORKERS' COMPENSATION FUND

MISSION STATEMENT

THE MISSION AND DUTY OF THE CITY ATTORNEY'S OFFICE IS TO SERVE THE CITY OF SAN ANTONIO WITH THE HIGHEST QUALITY LEGAL SERVICES AND PROFESSIONAL STANDARDS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	65	8,681,322
Self-Insurance Liability Fund	12	1,390,988
Self-Insurance Workers' Compensation Fund	6	736,727
Grants	2	194,839
Total Funding	**85**	**$11,003,876**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Customer satisfaction % regarding overall services	95%	95%	92%		92%
Customer satisfaction rating for training City staff	95%	92%	95%		92%

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	6,633,354	7,071,017	7,006,164	7,333,930
CONTRACTUAL SERVICES	554,265	548,975	609,266	598,161
COMMODITIES	98,818	106,781	108,781	108,781
SELF INSURANCE/OTHER	538,615	564,506	543,943	602,390
CAPITAL OUTLAY	15,210	15,294	15,294	38,060
TOTAL EXPENDITURES	**$7,840,262**	**$8,306,573**	**$8,283,448**	**$8,681,322**
Authorized Positions	**66**	**65**	**65**	**65**
Full-Time Equivalents	**66.00**	**65.00**	**65.00**	**65.00**

SELF-INSURANCE LIABILITY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,181,476	1,143,530	1,125,704	1,254,166
CONTRACTUAL SERVICES	55,509	35,289	35,289	38,134
COMMODITIES	10,719	25,123	25,123	25,123
SELF INSURANCE/OTHER	37,512	39,755	39,683	43,998
CAPITAL OUTLAY	0	1,296	11,743	29,567
TOTAL EXPENDITURES	**$1,285,216**	**$1,244,993**	**$1,237,542**	**$1,390,988**
Authorized Positions	**12**	**12**	**12**	**12**
Full-Time Equivalents	**12.00**	**12.00**	**12.00**	**12.00**

SELF-INSURANCE WORKERS' COMPENSATION FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	567,201	573,896	572,223	646,996
CONTRACTUAL SERVICES	47,994	34,094	34,094	34,463
COMMODITIES	11,425	22,438	22,438	22,438
SELF INSURANCE/OTHER	24,916	25,890	25,854	30,228
CAPITAL OUTLAY	0	2,592	2,592	2,602
TOTAL EXPENDITURES	**$651,536**	**$658,910**	**$657,201**	**$736,727**
Authorized Positions	**6**	**6**	**6**	**6**
Full-Time Equivalents	**6.00**	**6.00**	**6.00**	**6.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
CDBG Legal Administration	139,789	0	0	139,789	0
HOME Legal Administration	55,050	0	0	55,050	0
TOTAL	**$194,839**	**$0**	**$0**	**$194,839**	**$0**

MISSION STATEMENT

THE OFFICE OF THE CITY AUDITOR WILL FACILITATE GOVERNMENT ACCOUNTABILITY TO THE CITIZENS OF SAN ANTONIO THROUGH NON-PARTISAN, FACT-BASED, INDEPENDENT, OBJECTIVE ASSESSMENTS OF CITY PROGRAMS, ACTIVITIES, AND FUNCTIONS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	23	3,083,248
Total Funding	**23**	**$3,083,248**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Audit reports issued	28	32	35		32
% of staff with professional certifications	65%	70%	72%		70%
% Audit recommendations accepted	100%	95%	97%		95%
% of Auditor direct time to available time	78%	78%	78%		78%

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,371,607	2,598,997	2,541,996	2,677,874
CONTRACTUAL SERVICES	228,169	300,342	201,479	300,792
COMMODITIES	5,193	13,790	13,530	13,340
SELF-INSURANCE/OTHER	74,144	76,825	76,836	88,640
CAPITAL OUTLAY	34,328	5,390	5,582	2,602
TRANSFERS	79,611	0	98,920	0
TOTAL EXPENDITURES	**$2,793,052**	**$2,995,344**	**$2,938,343**	**$3,083,248**
Authorized Positions	**23**	**23**	**23**	**23**
Full-Time Equivalents	**23.00**	**23.00**	**23.00**	**23.00**

MISSION STATEMENT

THE OFFICE OF THE CITY CLERK IS FIRMLY COMMITTED TO EXCELLENCE IN PUBLIC SERVICE BY PROVIDING ELECTED OFFICIALS, THE PUBLIC, AND CITY DEPARTMENTS ACCESSIBLE OFFICIAL RECORDS AND ARCHIVES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	33	3,962,273
Total Funding	**33**	**$3,962,273**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Customer service satisfaction (Council Support, Passport Service, Accessibility of Digital Data)	98%	96%	99%	✓	97%
Revenue generated from passport acceptance facility	537,240	519,645	659,727	✓	679,692
Revenue generated from Birth Certificate sales	1,511,710	1,482,928	1,572,331	✓	1,585,466
Death Certificate sales (number of records)*	12,260	12,250	11,400	✗	10,600
COSA records registration for each birth record	35,725	35,775	35,775	✓	36,196
COSA records registration for each death record	22,140	16,000	18,200	✓	15,219
Support provided for legislative meetings (Council Meetings, Council Committees, and Ad Hoc Meetings)	500	500	500	✓	450

*Death certificate sales have declined since FY 2010 due to electronic filing of death certificates directly with the State Health Services.

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,085,499	2,242,914	2,251,689	2,389,168
CONTRACTUAL SERVICES	231,979	431,394	420,869	357,020
COMMODITIES	34,244	52,031	52,463	52,231
SELF INSURANCE/OTHER	984,128	961,823	958,855	1,130,749
CAPITAL OUTLAY	43,791	17,886	17,886	33,105
TRANSFERS	26,849	0	0	0
TOTAL EXPENDITURES	**$3,406,490**	**$3,706,048**	**$3,701,762**	**$3,962,273**
Authorized Positions	**32**	**32**	**32**	**33**
Full-Time Equivalents	**32.00**	**32.00**	**32.00**	**33.00**

MISSION STATEMENT

THE CITY OF SAN ANTONIO IS COMMITTED TO EXCELLENCE IN ALL THAT WE DO.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	19	3,979,934
Total Funding	**19**	**$3,979,934**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,789,196	3,093,693	3,085,876	3,573,087
CONTRACTUAL SERVICES	61,633	43,012	51,807	43,012
COMMODITIES	29,163	31,400	29,181	31,400
SELF-INSURANCE/OTHER	284,470	297,191	294,423	323,364
CAPITAL OUTLAY	6,856	0	1,022	9,071
TOTAL EXPENDITURES	**$3,171,318**	**$3,465,296**	**$3,462,309**	**$3,979,934**
Authorized Positions	**17**	**17**	**17**	**19**
Full-Time Equivalents	**17.00**	**17.00**	**17.00**	**19.00**

MISSION STATEMENT

WE PROUDLY DELIVER EXCELLENT EVENT EXPERIENCES IN PREMIER FACILITIES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Community & Visitor Facilities Fund	339	45,483,838
Community & Visitor Facilities Fund (Non-Departmental)	0	3,742,233
General Fund (Carver Community Cultural Center)	7	1,050,825
Carver Special Revenue Fund	7	472,179
Total Funding	**353**	**$50,749,075**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Alamodome Event Days	106	109	114	✓	130
Net revenue per attendee at the Alamodome	$8.76	$8.68	$9.79	✓	$9.29
Convention Center repair/maintenance expense per total gross sq. ft. *	$1.42	$1.73	$1.67	✓	$1.79
Achieve a good or excellent rating on customer survey at the Convention Center	97%	96%	96%	✓	96%
Revenue per net sq. ft. of Convention facility rentable space	$22.83	$20.27	$24.31	✓	$25.11
Convention Center in the year for the year event booking rental	$333,195	$350,000	$402,347	✓	$350,000
Alamodome repair/maintenance expense per total gross sq. ft. *	$1.48	$1.56	$1.52	✓	$1.61

*Represents contractual service cost and commodities used to maintain facilities divided by square footage.

COMMUNITY & VISITOR FACILITIES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	17,777,957	19,452,488	19,172,804	19,914,872
CONTRACTUAL SERVICES	4,353,038	7,265,813	7,713,186	8,248,894
COMMODITIES	872,340	1,275,289	1,020,559	1,068,828
SELF INSURANCE/OTHER	10,963,684	11,613,884	11,175,599	11,950,930
CAPITAL OUTLAY	336,623	218,930	540,087	454,143
TRANSFERS	3,768,362	6,346,112	6,346,112	3,846,171
TOTAL EXPENDITURES	**$38,072,004**	**$46,172,516**	**$45,968,347**	**$45,483,838**
Authorized Positions	**333**	**334**	**334**	**339**
Full-Time Equivalents	**333.00**	**334.00**	**334.00**	**339.00**

COMMUNITY & VISITOR FACILITIES FUND (NON-DEPARTMENTAL)
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	666,381	526,559	485,303	585,353
HOSTING OBLIGATIONS	2,625,221	2,500,000	2,500,000	3,156,880
TOTAL EXPENDITURES	**$3,291,602**	**$3,026,559**	**$2,985,303**	**$3,742,233**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

GENERAL FUND (CARVER COMMUNITY CULTURAL CENTER)
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	844,998	631,308	652,721	641,468
CONTRACTUAL SERVICES	290,238	296,185	288,199	305,899
COMMODITIES	10,366	16,565	11,250	16,565
SELF INSURANCE/OTHER	82,598	85,897	90,431	86,893
CAPITAL OUTLAY	42,392	53,771	53,915	0
TOTAL EXPENDITURES	**$1,270,592**	**$1,083,726**	**$1,096,516**	**$1,050,825**
Authorized Positions	**7**	**7**	**7**	**7**
Full-Time Equivalents	**7.00**	**7.00**	**7.00**	**7.00**

CARVER SPECIAL REVENUE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	371,823	395,356	386,711	401,797
CONTRACTUAL SERVICES	75,998	70,311	63,938	69,311
COMMODITIES	0	0	1,007	1,000
SELF INSURANCE/OTHER	0	71	71	71
CAPITAL OUTLAY	2,389	1,296	1,296	0
TOTAL EXPENDITURES	**$450,210**	**$467,034**	**$453,023**	**$472,179**
Authorized Positions	**7**	**7**	**7**	**7**
Full-Time Equivalents	**6.50**	**6.50**	**6.50**	**6.50**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Carver Contribution and Trust Fund - Donation	0	0	144,552	144,552	327,627
TOTAL	**$0**	**$0**	**$144,552**	**$144,552**	**$327,627**

CONTRIBUTION TO DELEGATE AGENCIES

The Proposed FY 2018 Budget continues the City's strong commitment to strengthening long term economic viability in San Antonio through investment in human and workforce development. The consolidated funding process aims to direct investments toward providing effective services and positive outcomes and to ensure integration with the City's direct services, as well as to shift the focus away from the funding of agencies and the duplication of services. The City's delegate agency funding priorities support strategies that facilitate the achievement of self-sufficiency, healthy lifestyles, and full community participation among children, families, and seniors. Specifically, the Proposed FY 2018 Budget concentrates funding on strategies in alignment with City Council priorities including promoting long-term and short-term workforce development, youth services for youth development and at-risk youth behavior prevention, school completion, and senior services. In addition, the City will continue to support the community safety net through investment in basic needs, emergency assistance and homeless prevention/services, Volunteer Income Tax Assistance (VITA), domestic violence reduction, and child abuse prevention. The Department of Human Services and the Economic Development Department each administer a portion of the Delegate Agency Budget.

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
PROPOSED FY 2018 ALLOCATIONS

Agency Name	Program Name	Consolidated Funding Process General Fund	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Proposed FY 2018
CHILDREN AND FAMILY SERVICES					
After School Challenge					
East Central ISD	After School Challenge/Tutoring Program	124,200 [1]			124,200
Edgewood ISD	After School Challenge Program	168,750			168,750
Harlandale ISD	After School Challenge Program	375,000			375,000
Northeast ISD	After School Challenge Program	317,900			317,900
Northside ISD	Learning Tree/Math & Science Initiative	221,000			221,000
San Antonio ISD	After School Challenge Program	1,412,780			1,412,780
South San Antonio ISD	After School Challenge Program	75,000			75,000
Southwest ISD	Inspiring Leaders After School Challenge Program	40,600			40,600
Total After School Challenge		**$2,735,230**	**$0**	**$0**	**$2,735,230**
Early Childhood Support					
Any Baby Can	Case Management Services	42,322			42,322
Any Baby Can	Prescription Assistance	57,553			57,553
AVANCE	Parent-Child Education Program	460,531			460,531
Child Advocates of San Antonio (CASA)	COSA & CASA: Creating A Safer Community	50,000			50,000
Family Endeavors, Inc.	Fairweather Family Lodge	28,500			28,500
Family Service Association	Family Strengthening & Kindergarten Readiness	134,443			134,443
Respite Care	Developmental Daycare Services	121,222			121,222
San Antonio Youth Literacy (SAYL)	Reading Buddy Program	50,000			50,000
Total Early Childhood Support		**$944,571**	**$0**	**$0**	**$944,571**
Senior Services					
Bihl Haus Arts	GO! Arts Program	50,000			50,000
Christian Senior Services	Senior Companion Program	54,150			54,150
Good Samaritan	Senior Services	33,615			33,615
San Antonio Food Bank	Project HOPE	500,000			500,000
San Antonio OASIS	OASIS	100,000			100,000
Urban 15	The Cultivation Program	33,374			33,374
YMCA of San Antonio	Active Older Adults Program	250,000			250,000
YWCA of San Antonio	Senior Connection Program	82,650			82,650
Total Senior Services		**$1,103,789**	**$0**	**$0**	**$1,103,789**
YOUTH SERVICES					
At-Risk Youth Behavior Prevention					
American Indians	Rites of Passage Program	75,000			75,000
American Indians	Fatherhood Campaign	75,000			75,000
Big Brothers Big Sisters	Workplace Mentoring Program	113,349			113,349
Boys & Girls Clubs	At Risk Youth Behavior Prevention Program	500,000			500,000
Communities in School	Middle School Back on Track	175,000			175,000
Ella Austin Community Center	At Risk Youth Behavior Prevention Program	90,000			90,000
Family Service Association	Youth Against Gang Activity (YAGA)	109,161			109,161
Girl Scouts	GSLE at the Westside Leadership Center	174,230			174,230
Good Samaritan	At Risk Youth Case Management Services	69,370			69,370
Joven	Creando La Visión Program	95,000			95,000
Martinez Street Women's Center	Girl Zone	32,415			32,415
P16 Plus	SA Kids Attend to Win	46,999			46,999
Respite Care	Davidson Respite House (DRH)	76,010			76,010
Roy Maas	Counseling & Shelter Services: At-Risk Children & Youth	27,600			27,600
San Antonio Food Bank	Kids Café	47,500			47,500
Seton Home	Pathways to Independence	135,209			135,209
YWCA of San Antonio	Mi Carrera	44,650			44,650
YWCA of San Antonio	Positive Youth Development	22,563			22,563
YWCA of San Antonio	Teen Volunteer Program	39,060			39,060
Total At-Risk Youth Behavior Prevention		**$1,948,116**	**$0**	**$0**	**$1,948,116**
Youth Services					
Boys & Girls Clubs	College & Career Readiness Program	59,579			59,579
Catholic Charities	After School & Summer Youth Program	39,355			39,355
City Year	Whole School, Whole Child	50,000			50,000
Communities in School	XY - Zone Program	101,119			101,119
Family Service Association	Youth College & Career Opportunities	300,000			300,000
Good Samaritan	College & Career Readiness Program	137,459			137,459
Healy Murphy	Youth Training Program (YTP)	318,250			318,250
Joven	Leaders of America	186,400			186,400
P16 Plus	My Brother's Keeper of San Antonio	170,000			170,000
P16 Plus	College & Career Readiness Program	55,000			55,000
P16 Plus	San Antonio Youth Commission	25,000			25,000
Presa Community Center	Southside Kids Involved in Learning Leadership Skills (SKILLS)	47,727			47,727
UTSA	Pre-Freshman Engineering Program (PREP)	54,885			54,885
YMCA of San Antonio	Y Teens	114,150			114,150
Total Youth Services		**$1,658,924**	**$0**	**$0**	**$1,658,924**

[1] FY 2018 Proposed Funding includes $2,735,230 in designated funding for After School Challenge.

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
PROPOSED FY 2018 ALLOCATIONS

Agency Name	Program Name	Consolidated Funding Process General Fund	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Proposed FY 2018
COMMUNITY SAFETY NET					
Domestic Violence Reduction & Child Abuse Prevention					
Alamo Area Rape Crisis Center	Sexual Assault Crisis & Emergency Services	73,356			73,356
Bexar County Family Justice Center Foundation	Victim's Empowerment Counseling Center	81,025			81,025
Bexar County Family Justice Center Foundation	Dream Center	58,416			58,416
Child Safe	Client Services	75,000			75,000
Family Violence Prevention Services, Inc.	Battered Women's & Children's Shelter		200,701		200,701
Total Domestic Violence Reduction & Child Abuse Prevention		**$287,797**	**$200,701**	**$0**	**$488,498**
Basic Needs & Homeless Prevention					
Project MEND	Medical Equipment Reuse Program	55,500			55,500
San Antonio Independent Living Services	Gateway to Abilities Program	65,000			65,000
St. Peter St. Joseph Children's Home	Project Ayuda Homeless Prevention		47,500		47,500
Total Basic Needs & Homeless Prevention		**$120,500**	**$47,500**	**$0**	**$168,000**
Haven for Hope & Homeless Transformation					
Alamo Area Resource Center	Housing Works			297,778	297,778
Alamo Area Resource Center	Transportation Services			226,878	226,878
Beat AIDS	Case Management			85,080	85,080
Catholic Charities	Guadalupe Home Program	40,000			40,000
Center for Health Care Services	In House Wellness Program	474,217	[2]		474,217
Center for Health Care Services	Restoration Center	1,250,000			1,250,000
Family Violence Prevention Services, Inc.	Community Based Counseling	140,000			140,000
Haven for Hope	Operations	1,000,000			1,000,000
Haven for Hope	Prospects Courtyard	1,112,971			1,112,971
Haven for Hope	Prospects Courtyard Security	1,103,916			1,103,916
Haven for Hope	Residential and Support Services	922,000			922,000
San Antonio AIDS Foundation	Long Term Tenant Based Rental Assistance			425,396	425,396
San Antonio AIDS Foundation	Congregate Hot Meals			127,619	127,619
San Antonio AIDS Foundation	Transitional Housing			212,698	212,698
San Antonio Food Bank	Haven for Hope Community Kitchen	758,524	299,075		1,057,599
San Antonio Metropolitan Ministries	Rapid Rehousing Program	244,927	149,724		394,651
St. Vincent De Paul	Rapid Rehousing		47,500		47,500
Total Haven for Hope & Homeless Transformation		**$7,046,555**	**$496,299**	**$1,375,449**	**$8,918,303**
VITA/Financial Security					
Catholic Charities	VITA Guadalupe Program	30,000			30,000
Family Service Association	Financial Empowerment & VITA Program	15,000			15,000
YWCA of San Antonio	VITA Program	15,000			15,000
Total VITA/Financial Security		**$60,000**	**$0**	**$0**	**$60,000**
WORKFORCE DEVELOPMENT					
Long Term Job Training & Short Term Services					
Alamo Community College District (ACCD)	Seguir Adelante Program	204,413			204,413
Chrysalis Ministries	Welcome Home Job Readiness	103,110			103,110
Dress for Success	Enhancing Economic Competitiveness Program	320,000			320,000
Each One Teach One of San Antonio	Adult Literacy and GED Readiness Programs	150,000			150,000
Alamo Community College District (ACCD)	East Side Education & Training	100,000			100,000
Goodwill Industries	Learn While You Earn	225,000			225,000
Project QUEST, Inc.	Cloud Academy	200,000	[3]		200,000
Project QUEST, Inc.	Project QUEST	2,000,000			2,000,000
SA Youth	Youth Build Plus Program	62,500			62,500
Total Long Term Job Training & Short Term Services		**$3,365,023**	**$0**	**$0**	**$3,365,023**
TOTAL DELEGATE AGENCIES		**$19,270,505**	**$744,500**	**$1,375,449**	**$21,390,454**

[2] FY 2018 Proposed Funding includes $5,863,104 in designated funding for Haven for Hope. Total General Fund and grant allocation for Haven for Hope and related campus partners is $7,060,703.

[3] FY 2018 Proposed Funding includes $2,200,000 in designated funding for Project QUEST, Inc.

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Alamo Area Rape Crisis Center *Sexual Assault Crisis & Emergency Services* Provides trained anti-sexual assault advocates supporting victims of rape and abuse during their sexual assault forensic exam.	$73,356	$73,356	$73,356
Alamo Area Resource Center *Housing Works* Provides targeted outreach and housing case management to persons living with HIV/AIDS, local non-profits, landlords, owners, and managers of leased housing. This program proposes to educate and enroll these entities in the Greater San Antonio Housing Works Project, identify affordable housing, and provide placement. Also provides assistance in locating safe and affordable housing, provide counseling services through housing specialists, and provide access to landlords who are willing to work with clients.	$146,938	$231,473	$297,778
Alamo Area Resource Center *Transportation Services* Maintains primary transportation program specifically designed for persons living with HIV/AIDS. This program would utilize its current fleet of three vans and one sedan, and continue the employment of a transportation coordinator, and four driver positions to serve its increasing client base.	$174,151	$174,151	$226,878
Alamo Community College District (ACCD) *East Side Education & Training Center* Supports a one-stop education and workforce training center and provides 1,000 Eastside Promise Zone residents with direct access to workforce, education, and supportive services that create pathways to quality jobs and/or higher education opportunities to promote individual empowerment and prosperity.	$100,000	$100,000	$100,000
Alamo Community College District (ACCD) *Seguir Adelante Program* Assists San Antonio residents in need of GED, welfare recipients, homeless, and those in transitional housing by providing education and supportive services utilizing a one-stop service approach.	$204,413	$204,413	$204,413

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
American Indians *Fatherhood Campaign* This program serves males who are or may become fathers, ages 16-55, residing in the east, south, and west sides of San Antonio. The program provides a tailored case-management/one-on-one services to promote responsible fatherhood by helping males and fathers of all ages to achieve greater self-esteem and better awareness of their responsibilities to their families and communities.	$75,000	$75,000	$75,000
American Indians *Rites of Passage Program* This program serves the at-risk male youth population ages 12 to 21 years old that reside in the west, east, and south sides of San Antonio. The focus of the program is to help youth better understand the social and developmental responsibilities of manhood in order to strengthen the relationship of young men to self, family, and their community by offering evidence-based curriculum.	$75,000	$75,000	$75,000
Any Baby Can *Case Management Services* Assists families who have children with special health care needs, chronic illness and development disabilities. This program provides case management with the purpose of supporting, informing, educating, and advocating for families while they navigate complex and fragmented health and social service systems.	$42,322	$42,322	$42,322
Any Baby Can *Prescription Assistance* Promotes healthier families and serves as a safety net for individuals, families, and children who do not have insurance coverage and need prescription assistance. Individuals will have access to the prescription medications that they need to restore and maintain their health; access to medications contributes to healthier individuals who are able to work to provide and maintain a home for themselves and their families.	$57,553	$57,553	$57,553

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
AVANCE *Parent-Child Education Program* Strengthens and stabilizes families by providing parents with the knowledge, skills, and resources to become their child's first and most important teacher. This program provides parents with the tools to prepare their children to transition successfully to school and to become effective learners.	$460,531	$460,531	$460,531
Beat AIDS *Case Management* Primary goal of the project is to support, inform, educate, advocate, and assist in accessing necessary community resources for families who have children with special health care needs, chronic illness, and critical illness.	$47,500	$61,601	$85,080
Bexar County Family Justice Center Foundation *Dream Center* Connects victims of domestic violence to on and off-site partners who can meet their needs to establish short and long-term stability. Victims receive the education, tools, and support needed to overcome economic obstacles including provision of basic needs, life coaching, and financial literacy with access to counseling services also available.	$58,416	$58,416	$58,416
Bexar County Family Justice Center Foundation *Victim's Empowerment Counseling Center* Provides services to assist victims of domestic violence in establishing short and long-term stability. Program participants have access to services provided by the Bexar County Family Justice Center Foundation's Dream Center Program.	$81,025	$81,025	$81,025
Big Brothers Big Sisters *Workplace Mentoring Program* Provides a workplace-based, one-on-one mentoring program that pairs students with employees at partnering businesses. The program provides workplace exposure and college and career awareness activities.	$113,349	$113,349	$113,349
Bihl Haus Arts *GO! Arts Program* The program provides professionally taught art classes for low-income senior citizens at residences and service centers. The goal is to encourage physical and mental well-being through active participation in the program.	$50,000	$50,000	$50,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Boys & Girls Clubs *At Risk Youth Behavior Prevention Program* Provides critical after school, school holiday, and summer services in 5 branch facilities to at-risk, primarily minority youth, ages 6 to 18. This program provides the support and guidance necessary to allow for a successful transition from childhood and adolescence to adulthood.	$500,000	$500,000	$500,000
Boys & Girls Clubs *College & Career Readiness Program* Offers college readiness activities to middle and high school youth in a safe and engaging environment to facilitate college enrollment and attainment of higher education.	$59,579	$59,579	$59,579
Boys Town *Community Safety Net* Provides early intervention by teaching soon-to-be parents, even those with multiple risk factors, practical methods to enhance positive interactions with children, combat challenging behaviors, and implement effective discipline. The six or seven session classes allows parents or caretakers opportunities to learn, practice, and demonstrate effective parenting skills.	$95,000	$95,000	$0
Catholic Charities *After School & Summer Youth Program* This program operates at the Guadalupe Community Center and provides after school, holiday, and summer services to youth, grades K-12, mainly residing in the 78207 and 78237 zip codes. The program helps students improve academic performance, retain culture, and build character.	$39,355	$39,355	$39,355
Catholic Charities *Guadalupe Home Program* Guadalupe Home provides supportive services to at risk homeless mothers in a nurturing environment. Services include basic, immediate needs as well as long-term needs and resources such as childbirth and parenting education, nutrition education, life-skills training, counseling, and special activities and groups.	$40,000	$40,000	$40,000

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Catholic Charities *VITA Guadalupe Program* Provides Volunteer Income Tax Assistance (VITA) to families, in conjunction with a comprehensive array of services to increase incomes and build assets of participating families and individuals.	$30,000	$30,000	$30,000
Center for Health Care Services *In House Wellness Program* Provides a structured environment for 80 homeless males diagnosed with a mental illness and residing at Prospects Courtyard or a location not meant for human habitation. Services include: psychiatric assessments and follow-up; medication stabilization and monitoring; case management and rehabilitation benefits procurement; and nursing assessments.	$474,217	$474,217	$474,217
Center for Health Care Services *Prospects Courtyard* Provides a safe sleeping environment for chronically homeless men and women over the age of 17 who are skeptical of seeking shelter. Meals, hygiene essentials, chapel services, and storage accommodations for clothing and service linkage to other homeless providers is made available.	$1,112,971	$1,112,971	$0
Center for Health Care Services *Restoration Center* Offers a medically supervised sobering area for the public intoxicant and interrupts the cycle of serial inebriation. Supports law enforcement and Haven for Hope security services by freeing up law enforcement to return to the street quicker. Also provides minor medical care and triage services to injured prisoners brought into the unity by law enforcement to or from the city magistrate or Bexar County Adult Detention Center.	$1,250,000	$1,250,000	$1,250,000
Child Advocates of San Antonio (CASA) *COSA & CASA: Creating A Safer Community* CASA serves children (ages 0-21) in Bexar County who have been removed from their homes due to abuse/neglect and are in State protective custody. Advocates/Volunteers are educated on the complex workings of the child welfare and judicial systems and required to attend ongoing training that ensures they remain aware of all services available to them and the assigned children.	$50,000	$50,000	$50,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Child Safe *Client Services* Provides core services to children and supportive, non-offending caregivers affected by child abuse and neglect. Core services include crisis intervention, forensic interviews, short and long-term counseling, case management/advocacy, and caregiver support.	$75,000	$75,000	$75,000
Christian Senior Services *Senior Companion Program* Provides companionship and minor assistance to disabled adults enabling them to remain independent and in their own homes. Senior companions frequently provide respite to primary caregivers allowing them the opportunity to rest, shop, and/or go to work.	$54,150	$54,150	$54,150
Chrysalis Ministries *Welcome Home Job Readiness Program* Provides case management services, job readiness, life skills, and money management classes to incarcerated individuals in local detention facilities and formerly incarcerated individuals, and their family members.	$103,110	$103,110	$103,110
City Year *Whole School, Whole Child* Helps students stay in school and on track for high school graduation by measurably improving student attendance, behavior and course performance in core subjects including, English and Math.	$50,000	$50,000	$50,000
Communities in School *Middle School Back on Track* Promotes high school graduation and education success by early intervention to address risk factors known to contribute to academic disengagement and early drop out.	$175,000	$175,000	$175,000
Communities in School *XY - Zone Program* Prepares at-risk high school boys to succeed in school by providing case management and behavior prevention services. The program guides adolescent boys, helping them succeed in school and life by developing personal responsibility and positive relationships through support groups, mentoring, team-building exercises, and service learning projects.	$101,119	$101,119	$101,119

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Dress for Success *Enhancing Economic Competitiveness Program* Provides 1,200 San Antonio residents with training and support services to eliminate barriers to employment, including job coaching and retention, job development, and placement, wage improvement, life skills training, and workplace competency training.	$320,000	$320,000	$320,000
Each One Teach One of San Antonio *Adult Literacy and GED Readiness Programs* Provides one-on-one and small group tutoring to adults 18 years of age or older who function below eighth grade level in reading, writing, or math, and/or are studying to pass the GED exam.	$150,000	$150,000	$150,000
East Central ISD *After School Challenge/Tutoring Program* Provides after school activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities.	$124,200	$124,200	$124,200
Edgewood ISD *After School Challenge Program* Provides a comprehensive, quality extended time program for elementary students, grades K-5, in the Edgewood School District. The program emphasizes academic experiences including career/college readiness and enrichment activities such as fine arts, nutrition, and physical activities.	$168,750	$168,750	$168,750
Ella Austin Community Center *At Risk Youth Behavior Prevention Program* Provides after school programming at the Ella Austin Community Center to children of the Eastside, grades K-5th. The program offers high quality services in a safe environment where students have the opportunity to thrive, practice healthy behaviors, and improve educational outcomes, and social and emotional success.	$90,000	$90,000	$90,000

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Family Endeavors, Inc. *Fairweather Family Lodge* Provides direct supportive services to mothers and children to reduce and prevent child neglect and abuse. The program provides stable and safe supportive housing, child care, group and individual counseling, medication management, life skills development as well as employment training and placement assistance.	$28,500	$28,500	$28,500
Family Service Association *Family Strengthening & Kindergarten Readiness* Promotes successful educational achievement for children by improving parental involvement in their children's education and strengthening family bonds.	$134,443	$134,443	$134,443
Family Service Association *Financial Empowerment & VITA Program* Provides on-site Volunteer Income Tax Assistance (VITA) assistance to low-income tax payers as part of the Asset Building Program.	$15,000	$15,000	$15,000
Family Service Association *Youth Against Gang Activity (YAGA)* Fosters resiliency and increases coping and prevention skills in youth. Also engages youth in school support and civic engagement opportunities.	$109,161	$109,161	$109,161
Family Service Association *Youth College and Career Opportunities* Provides youth participants with college-readiness training for high-demand occupation needs including high school course selection, college application process, financial aid process, scholarship application process, and building a college resume.	$300,000	$300,000	$300,000
Family Violence Prevention Services, Inc. *Battered Women's and Children's Shelter* Provides 24-hour crisis intervention services on-site. The Manager and Client Services Coordinator conduct 1,600 intake assessments and provide ongoing case management services to victims of domestic violence.	$200,701	$200,701	$200,701

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Family Violence Prevention Services, Inc. *Community Based Counseling* Provides San Antonio homeless adults and children residing at Haven for Hope with individual and group counseling services provided by master-level counselors through on-site partner Community Based Counseling Program.	$140,000	$140,000	$140,000
Girl Scouts *Girl Scouts Leadership Experience (GSLE) at the West Side Leadership Center* Increases the number of family and community engagement opportunities in alignment with SA Tomorrow's comprehensive plan, child abuse reduction indicator in the community safety category. Decreases the maltreatment of children through primary preventions including public awareness and education, life skills curriculum, family bonding activities, parent education programs, and direct services to girls.	$174,230	$174,230	$174,230
Good Samaritan *At-Risk Youth Case Management Services* Assists Youth Development Services Program participants in acquiring the life and academic skills necessary for personal success and high school graduation.	$69,370	$69,370	$69,370
Good Samaritan *College and Career Readiness Program* Ensures middle and high school youth are equipped with the skills and resources necessary to successfully transition from high school into post-secondary education.	$137,459	$137,459	$137,459
Good Samaritan *Senior Services* Offers individuals, ages 60 and older, the opportunity to enhance self-sufficiency, self-efficacy, physical health and mental well-being. The activities and services help clients to continue learning and overcome isolation, health issues, and vulnerability associated with aging.	$33,615	$33,615	$33,615
Goodwill Industries *Learn While You Earn* Provides participants with the opportunity to receive long-term training in high-demand occupations in a workplace training environment. Participants receive case management and supportive services through the program.	$225,000	$225,000	$225,000

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Harlandale ISD *After School Challenge Program* Provides a comprehensive, quality extended time program for elementary students, grades K-5, in the Harlandale School District. The program emphasizes academic experiences including career/college readiness and enrichment actives such as fine arts, nutrition, and physical activities.	$375,000	$375,000	$375,000
Haven for Hope *Operations* Supports operations and security at the Haven for Hope Campus. Haven for Hope of Bexar County is a non-profit organization dedicated to transforming the lives of homeless men, women and children in the San Antonio/Bexar County area by addressing the root causes of homelessness through job training, education, and behavioral health services.	$1,000,000	$1,000,000	$1,000,000
Haven for Hope *Prospects Courtyard* Provides a safe sleeping environment for chronically homeless men and women over the age of 17 who are skeptical of seeking shelter. Meals, hygiene essentials, chapel services, and storage accommodations for clothing and service linkage to other homeless providers is made available.	$0	$0	$1,112,971
Haven for Hope *Prospects Courtyard Security* Provides security to the Haven for Hope Prospects Courtyard to ensure a safe and secure environment for the members on the campus.	$1,103,916	$1,103,916	$1,103,916
Haven for Hope *Residential and Support Services* Provides residential services for men, women and families at the Haven for Hope Campus. Assists individuals with obtaining employment through education and training opportunities, provides access to existing resources, and assists participants in mobilizing their personal resources.	$922,000	$922,000	$922,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Healy Murphy *Youth Training Program (YTP)* Assists Bexar County high school students at risk of dropping out early from formal education. The YTP enables clients to achieve a high school diploma or GED while having access to job training and employment. Each year, Healy-Murphy serves clients representing every city council district in San Antonio and every school district in Bexar County.	$318,250	$318,250	$318,250
JOVEN *Creando La Vision Program* Provides a free innovative after-school program to low-income, at-risk youth, who live in Council Districts 3, 4, and 5. JOVEN assists with transportation, allowing children from low-income households to access programming usually unavailable to them.	$95,000	$95,000	$95,000
JOVEN *Leaders of America* Provides services to youth, ages 14 to 16, to develop work experience that addresses high-demand occupations. The program is intended to inspire career aspirations by teaching job readiness skills and workplace expectations so that they obtain and retain employments and teach teens the value of savings and other financial literacy concepts.	$186,400	$186,400	$186,400
Martinez Street Women's Center *Girl Zone* Supports the healthy development of girls, ages 9 to 14, through enhancing academic potential and nurturing high self- esteem in a year-round, out-of-school-time program. This program works in direct partnership with 6 schools and the San Antonio Housing Authority (SAHA)/Sutton Oaks Apartments in the East/South East sector of the San Antonio Independent School District.	$32,415	$32,415	$32,415
Northeast ISD *After School Challenge Program* Provides after-school services in Northeast Independent School District campuses focusing on the following service areas: education and career development, character and leadership growth, arts, health, and life skills and recreation.	$317,900	$317,900	$317,900

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Northside ISD *Learning Tree/Math & Science Initiative* A Math and Science initiative provided during the after-school services in Northside Independent School District campuses. Provides personalized, digitalized game-based program through Stride Academy. Adaptive technology diagnoses individual students' strengths and skill gaps in math, science, reading and language arts state standards for individualized learning.	$221,000	$221,000	$221,000
P16 Plus *College and Career Readiness Program* The goal of the initiative is to increase college attainment of Bexar County Latino students by focusing on increasing completion of FAFSA and Apply Texas applications for seniors in five school districts: Harlandale, North East, Northside, San Antonio, and Southwest ISD.	$55,000	$55,000	$55,000
P16 Plus *My Brother's Keeper of San Antonio* Partners work collectively to eliminate opportunity gaps facing men and young men of color in San Antonio. Individuals will attend and participate in MBKSA symposiums, summits, events, and meetings to receive awareness, information to align resources, and coordinate efforts to address opportunity gaps.	$170,000	$170,000	$170,000
P16 Plus *SA Kids Attend to Win* Provides funding to implement the SA Kids Attend to Win initiative at 57 economically disadvantaged public school campuses in San Antonio. This program improves attendance among chronically absent students through positive interventions.	$46,999	$46,999	$46,999
P16 Plus *San Antonio Youth Commission* Supports recruitment of area student youth leaders through nomination by the City Council and the Mayor. The program develops and implements a youth development curriculum to create community leaders. Students participate in five service learning activities that emphasize leadership, college and career readiness skills, and community priorities.	$25,000	$25,000	$25,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Presa Community Center *Southside Kids Involved In Learning Leaderships Skills* Provides an emotionally, physically, and mentally safe place for children, ages 5 to 14, on the Southside of San Antonio. The program assists children in developing and maintaining third-grade reading skills and making healthy choices.	$47,727	$47,727	$47,727
Project MEND *Medical Equipment Reuse Program* Distributes donated, refurbished medical equipment items to low-income, disabled persons and seniors who reside in all council districts of San Antonio.	$55,500	$55,500	$55,500
Project QUEST, Inc. *Cloud Academy* QUEST shall enter into an agreement with Rackspace for the use and utilization of Rackspace's Open Cloud Academy. Rackspace will contribute a 16,000 sq. ft. training facility, utilities, computer equipment, IT infrastructure, training materials, and instructors to train Project QUEST job training program participants to meet the requirements for certifications.	$200,000	$200,000	$200,000
Project QUEST, Inc. *Project QUEST* Provides participants with a community-based workforce development program that provides job skills training and develops job placement agreements with local businesses and agencies. *In FY 2016, Project QUEST received an additional $500,000, for a total of $2,000,000, via a budget amendment from the General Fund.	$2,000,000	$2,000,000	$2,000,000
Respite Care *Davidson Respite House (DRH)* Supports families of children with developmental disabilities. The Davidson Respite House (DRH) is the only licensed emergency shelter in Texas dedicated to the care of children with developmental disabilities.	$76,010	$76,010	$76,010

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Respite Care *Developmental Daycare Services* Provides Kindergarten Readiness programs for families of children with developmental disabilities. These community-based and emergency shelter/residential services provide short-term relief to participating parents, often contributing to increased family stability, reduced risk factors for child neglect, and decreased likelihood of costly institutionalization. Respite Daycare provides care and learning opportunities for children 6 weeks to 6 years of age.	$121,222	$121,222	$121,222
Roy Maas *Counseling and Shelter Services: At Risk Children & Youth* Provides counseling services to reduce negative and dangerous behavior in at-risk youth. This program enhances the ability of parents to provide a safe and positive environment, and provides a safe place for youth in need of time away from their families to prevent child abuse.	$27,600	$27,600	$27,600
SA Youth *Youth Build Plus Program* Assists participants in alternative education and job training programs for youth and young adults who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, and other disadvantaged youth populations. This program provides an alternative education program to assist youth in obtaining a high school diploma or GED and prepares participants for career placement and/or advancement to college.	$62,500	$62,500	$62,500
San Antonio AIDS Foundation *Congregate Hot Meal Program* Provides three hot and nutritious meals daily to persons living with HIV/AIDS who are in need of meal assistance.	$95,900	$95,900	$127,619
San Antonio AIDS Foundation *Long Term Tenant-Based Rental Assistance* Provides up to 30 months of continuous rental assistance for persons living with HIV/AIDS who meet criteria and are in need of on-going rental assistance.	$319,731	$319,731	$425,396

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
San Antonio AIDS Foundation *Residential Special Care Nursing/Hospice* Provides residential skilled nursing and hospice care with supportive services. Program funding is for the San Antonio AIDS Foundation residential skilled nursing and hospice facility for people with HIV/AIDS.	$291,962	$154,372	$0
San Antonio AIDS Foundation *Transitional Housing Program* Assists persons living with HIV/AIDS in Bexar, Comal, Guadalupe, and Wilson Counties, who are currently homeless or may become homeless. Participants must have limited or no income. Also participants must be in need of transitional/short-term shelter for up to 3 months.	$130,915	$169,869	$212,698
San Antonio Food Bank *Haven for Hope Community Kitchen* Provides more than 80 services to the homeless by collaborating with area non-profits. Services include food, shelter, primary and preventive medical, dental, vision, and mental health care at a one-stop center that will transform the lives of the homeless. The Haven for Hope Homeless Support Campus goes beyond the model of simply feeding, clothing, and sheltering the homeless.	$1,057,599	$1,057,599	$1,057,599
San Antonio Food Bank *Kids Café* Offers nutritious after-school meals to at-risk school-aged children in areas where there is high participation in free and reduced-price lunches. The program partners with local after-school programs to provide this service.	$47,500	$47,500	$47,500
San Antonio Food Bank *Project HOPE* Provides groceries and commodities to low-income seniors, ages 60 and up, who attend Senior Nutrition Centers, participate in Healthy Options Program for the Elderly (HOPE), and utilize local food pantries in the San Antonio area.	$500,000	$500,000	$500,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
San Antonio Independent Living Services *Gateway to Abilities Program* Provides planning and case management and assists residents who are homeless and disabled by providing basic needs assistance such as, applying for Social Security insurance benefits, housing and educational workshops and access to resources while awaiting their social security benefits. The program also assists participants with emergency rent, utility assistance, clothing, and bus passes.	$65,000	$65,000	$65,000
San Antonio ISD *After School Challenge Program* Provides after-school services in San Antonio Independent School District campuses focusing on the following service areas: education and career development, character and leadership growth, arts, health, life skills, and recreation.	$1,412,780	$1,412,780	$1,412,780
San Antonio Metropolitan Ministries *Rapid Re-Housing Program* Reduces use of shelter or other temporary housing by providing available rental units to individuals and families that are homeless or at risk of becoming homeless focusing on veterans and those most chronically homeless for services. SAM Ministries Rapid Re-Housing Program is designed to rapidly re-house homeless families and individuals.	$394,651	$394,651	$394,651
San Antonio OASIS *OASIS* Encourages the physical and mental well-being of seniors and helps them maintain independent living. OASIS programs include fitness classes, health education classes, Arts and Humanities, consumer interest, and technology classes.	$100,000	$100,000	$100,000
San Antonio Youth Literacy (SAYL) *Reading Buddy Program* Provides individual tutoring to second-grade students who are reading below grade level. Community volunteers serve as tutors at over 46 elementary schools in the San Antonio area.	$50,000	$50,000	$50,000

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
Seton Home *Pathways to Independence* Services provided will be safe shelter and basic necessities, trauma-informed counseling, parenting and life skills education, and academic support including an on-site child development center for the children of teen resident mothers so they may continue their education.	$135,209	$135,209	$135,209
South San Antonio ISD *After School Challenge Program* Provides after-school services in South San Antonio Independent School District (ISD) campuses focusing on the following service areas: education and career development, character and leadership growth, arts, health and life skills, and recreation.	$75,000	$75,000	$75,000
Southwest ISD *Inspiring Leaders After School Challenge Program* Provides after-school services in Southwest Independent School District campuses focusing on the following service areas: education and career development, character and leadership growth, arts, health and life skills, and recreation.	$40,600	$40,600	$40,600
St. Peter St. Joseph Children's Home *Project Ayuda Homeless Prevention* Prevents homelessness for eligible low-income disabled individuals. This program helps participants attain financial self-sufficiency while providing direct assistance, case management services, and Life Skills classes.	$47,500	$47,500	$47,500
St. Vincent De Paul *Rapid Rehousing* Will assist homeless individuals/families with affordable housing, rental deposit, and rent utilities costs and deposit. Case Management services for twelve months to identify support services. Target populations are Homeless veterans and those in the Courtyard at Haven for Hope.	$47,500	$47,500	$47,500
Urban 15 *The Cultivation Program* Provides dance, music, and computer service to 100 seniors, ages 60 and up, who have had a life-time desire to dance and/or play percussion and music ensemble.	$33,374	$33,374	$33,374

Agency Title / Program Name / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
UTSA *Pre-Freshman Engineering Program (PREP)* Increases the number of students from the San Antonio area who pursue Science, Technology, Engineering, and Mathematics (STEM) studies in college and increases the retention and graduation rate of these students. PREP is an academically intense, mathematics-based, summer program conducted on college and university campuses throughout the City.	$54,885	$54,885	$54,885
YMCA of San Antonio *Active Older Adults Program* Provides year-round, free senior services including strength training, walking clubs, Zumba, social events, nutritional awareness, and aquatics. Services are provided at 12 City of San Antonio Senior Centers and COSA-owned YMCA managed locations.	$250,000	$250,000	$250,000
YMCA of San Antonio *Y Teens* Addresses youth-related crime and violent activities by providing healthy alternatives to middle and high school-age youth.	$114,150	$114,150	$114,150
YWCA of San Antonio *Mi Carrera* Assists female students ages 12 to 19 who are at risk of dropping out of school. The program develops self-esteem, educational and occupational motivation, and parenting skills.	$44,650	$44,650	$44,650
YWCA of San Antonio *Positive Youth Development* Serves youth ages 4 to 12 by promoting youth development through character traits and life skills training. Volunteer coaches instill character through sportsmanship training.	$22,563	$22,563	$22,563
YWCA of San Antonio *Senior Connection Program* Enhances physical and mental health for seniors. This program enables seniors to increase knowledge of healthy behaviors, improve physical fitness, and develop computer skills to research fitness and health issues on the internet.	$82,650	$82,650	$82,650

Agency Title / *Program Name* / Program Description	FY 2017 Adopted	FY 2017 Estimate	FY 2018 Proposed
YWCA of San Antonio *Teen Volunteer Program* Serves teenagers ages 13 to 19 by providing opportunities to experience community service, improve employability by increasing knowledge, job skills, and work experience. This program seeks to increase the potential of teenagers becoming active citizens and leaders.	$39,060	$39,060	$39,060
YWCA of San Antonio *VITA Program* Provides Volunteer Income Tax Assistance (VITA) to families and individuals earning less than $60,000 a year, predominantly Hispanic individuals and families living in the southwest and south-central areas of San Antonio.	$15,000	$15,000	$15,000

DEVELOPMENT SERVICES

GENERAL FUND - CODE ENFORCEMENT
DEVELOPMENT SERVICES FUND

MISSION STATEMENT

PARTNERING WITH OUR COMMUNITY TO BUILD AND MAINTAIN A SAFER SAN ANTONIO.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund - Code Enforcement	146	15,001,862
Development Services Fund	275	33,051,775
Grants	3	187,749
Total Funding	**424**	**$48,241,386**

Total General Fund - Code Enforcement FY 2018 Proposed Budget is $15,278,403 of which $276,541 is transferred to the Development Services Fund.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.



Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of graffiti sites abated	59,587	44,000	51,000		50,000
% of Tier 1 and Tier 2 cases that comply within 45 days of initial investigation of code violation	95%	90%	95%		90%
Business days to respond to Tier 2 code complaint	2.11	6	2		6
Business days to respond to Tier 1 code complaint	1.38	2	1.33		2
% of Tier 1 and Tier 2 cases proactively identified	78%	50%	81%		50%
Turnaround time from initial call to cleanup of all graffiti on the public right-of-way	1 Day	3 Days	1 Day		3 Days

GENERAL FUND - CODE ENFORCEMENT
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	8,724,300	9,310,357	9,316,600	9,519,883
CONTRACTUAL SERVICES	1,935,583	2,441,585	2,450,617	2,444,077
COMMODITIES	273,778	280,411	289,226	288,093
SELF INSURANCE/OTHER	2,631,286	2,669,420	2,419,088	2,642,755
CAPITAL OUTLAY	268,494	67,224	77,215	107,054
TRANSFERS	268,602	272,165	272,165	276,541
TOTAL EXPENDITURES	**$14,102,043**	**$15,041,162**	**$14,824,911**	**$15,278,403**
Authorized Positions	**146**	**146**	**146**	**146**
Full-Time Equivalents	**146.00**	**146.00**	**146.00**	**146.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
% of building inspections performed as scheduled	98%	95%	98%	✓	95%
Calendar days to provide complex commercial plan review	17	18	18	✓	18
Business days to provide initial residential plan review	2	3	3	✓	3
Calendar days to provide major plats technical review	17	20	19	✓	20

DEVELOPMENT SERVICES FUND EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	17,598,454	19,831,355	19,623,320	21,254,183
CONTRACTUAL SERVICES	1,695,059	1,763,971	1,972,006	2,066,818
COMMODITIES	234,536	324,932	324,932	358,969
SELF INSURANCE/OTHER	4,908,875	4,822,936	4,791,304	5,305,294
CAPITAL OUTLAY	289,254	663,280	663,280	82,051
TRANSFERS	5,202,239	3,793,736	3,731,282	3,984,460
TOTAL EXPENDITURES	**$29,928,417**	**$31,200,210**	**$31,106,124**	**$33,051,775**
Authorized Positions	**255**	**273**	**273**	**275**
Full-Time Equivalents	**255.00**	**273.00**	**273.00**	**275.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
CDBG Entitlement Grant Program-Code Enforcement Activities	187,749	0	0	187,749	0
TOTAL	**$187,749**	**$0**	**$0**	**$187,749**	**$0**

MISSION STATEMENT

TO FACILITATE REVITALIZATION OF THE EASTSIDE THROUGH COLLABORATION AND INNOVATION.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	4	876,322
Capital Projects	0	2,500,000
Total Funding	**4**	**$3,376,322**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	446,996	484,062	472,226	483,034
CONTRACTUAL SERVICES	107,676	110,174	121,097	224,504
COMMODITIES	1,795	2,650	3,762	2,650
SELF INSURANCE/OTHER	43,873	48,588	48,367	63,532
CAPITAL OUTLAY	4,084	0	0	2,602
TRANSFERS	100,000	150,000	150,000	100,000
TOTAL EXPENDITURES	**$704,424**	**$795,474**	**$795,452**	**$876,322**
Authorized Positions	**4**	**4**	**4**	**4**
Full-Time Equivalents	**4.00**	**4.00**	**4.00**	**4.00**

MISSION STATEMENT

TO FOSTER ECONOMIC GROWTH, THROUGH COLLABORATION AND INNOVATION, FOR THE CONTINUED PROSPERITY OF OUR COMMUNITY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	37	7,310,261
Economic Development Incentive Fund	0	2,173,127
Starbright Industrial Development Corporation Fund	0	1,663,177
Delegate Agencies - Workforce Development	0	3,365,023
Total Funding	**37**	**$14,511,588**

Total FY 2018 General Fund appropriations is $11,223,438. Of that amount, $2,250,000 is transferred to the Economic Development Incentive Fund (EDIF) and $1,663,177 is transferred to the Starbright Industrial Development Corporation Fund.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of Sister City-related activities involving hosting or travel benefiting San Antonio Sister Cities Program	41	30	48	✓	30
Percentage of contract dollars paid to Small Minority/Women Owned Businesses through the SBEDA	33%	35%	34%	✗	35%
Jobs created and retained by economic development efforts by the City and its partners	5,670	4,000	4,210	✓	4,000
Total corporate investment	$1.4 B	$385 M	$613 M	✓	$385 M

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,696,809	3,081,151	3,024,031	3,611,782
CONTRACTUAL SERVICES	1,919,507	2,813,423	2,841,925	2,923,834
COMMODITIES	151,414	135,707	128,882	333,498
SELF INSURANCE/OTHER	171,575	172,900	171,253	166,287
CAPITAL OUTLAY	26,628	22,420	22,699	12,679
TRANSFERS	3,828,542	4,064,342	4,064,342	4,175,358
TOTAL EXPENDITURES	**$8,794,475**	**$10,289,943**	**$10,253,132**	**$11,223,438**
Authorized Positions	**33**	**34**	**34**	**37**
Full-Time Equivalents	**33.00**	**34.00**	**34.00**	**37.00**

ECONOMIC DEVELOPMENT INCENTIVE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	2,604,675	2,173,127	2,173,127	2,173,127
TOTAL EXPENDITURES	**$2,604,675**	**$2,173,127**	**$2,173,127**	**$2,173,127**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
SELF INSURANCE/OTHER	1,578,541	1,662,902	1,662,902	1,663,177
TOTAL EXPENDITURES	**$1,578,541**	**$1,662,902**	**$1,662,902**	**$1,663,177**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

MISSION STATEMENT

MANAGING THE CITY'S FINANCIAL RESOURCES TODAY FOR A BETTER TOMORROW.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	103	12,338,475
Purchasing & General Services Fund	41	6,727,555
Capital Projects	0	5,582,180
Total Funding	**144**	**$24,648,210**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Achieve payment to vendor within terms	81%	85%	85%	✓	86%
Number of ACH payments vs. paper checks	54%	60%	60%	✓	60%

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	7,930,482	8,979,969	8,865,475	9,190,246
CONTRACTUAL SERVICES	1,379,614	1,268,736	1,375,404	1,068,486
COMMODITIES	21,296	36,557	32,796	36,807
SELF-INSURANCE/OTHER	1,841,924	1,791,167	1,790,472	2,015,894
CAPITAL OUTLAY	93,049	11,928	15,289	27,042
TRANSFERS	5,324	0	0	0
TOTAL EXPENDITURES	**$11,271,689**	**$12,088,357**	**$12,079,436**	**$12,338,475**
Authorized Positions	**103**	**103**	**103**	**103**
Full-Time Equivalents	**103.00**	**103.00**	**103.00**	**103.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Percentage of purchase order values associated with contracts	85%	87%	92%	✓	92%

PURCHASING & GENERAL SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,932,617	3,156,724	3,156,175	3,344,824
CONTRACTUAL SERVICES	598,567	669,953	595,279	745,998
COMMODITIES	19,312	32,993	32,993	32,233
SELF-INSURANCE/OTHER	2,261,845	2,206,009	2,205,735	2,335,115
CAPITAL OUTLAY	203,100	11,664	59,126	26,913
TRANSFERS	242,472	242,472	242,472	242,472
TOTAL EXPENDITURES	**$6,257,913**	**$6,319,815**	**$6,291,780**	**$6,727,555**
Authorized Positions	**40**	**40**	**40**	**41**
Full-Time Equivalents	**40.00**	**40.00**	**40.00**	**41.00**

MISSION STATEMENT

TO PROVIDE THE HIGHEST LEVEL OF PROFESSIONAL SERVICE TO THE PUBLIC BY PROTECTING LIVES, PROPERTY, AND THE ENVIRONMENT WHILE PROVIDING LIFE SAFETY COMMUNITY EDUCATION.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	1,840	318,957,539
Grants	7	1,989,761
Capital Projects	0	3,457,000
Total Funding	**1,847**	**$324,404,300**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Total unit response (Fire and EMS combined)	347,137	327,345	336,293	i	360,000
Total Fire Department incidents	183,435	175,583	186,825	i	195,500
Medical incidents per 1,000 residents	106.76	N/A	108.70	i	N/A
Structure fires per 1,000 residents	0.78	N/A	0.76	i	N/A
Fire response time (medical, fire, and other assistance calls)	8:00	8:00	7:51	✓	7:40

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	246,449,799	258,735,625	258,547,328	264,352,833
CONTRACTUAL SERVICES	9,591,969	11,018,725	10,747,085	12,902,733
COMMODITIES	7,341,911	7,830,582	7,921,457	8,165,916
SELF-INSURANCE/OTHER	26,664,846	29,032,968	27,821,137	30,823,855
CAPITAL OUTLAY	2,835,782	1,448,114	1,733,533	2,664,924
TRANSFERS	42,509	66,655	66,655	47,278
TOTAL EXPENDITURES	**$292,926,816**	**$308,132,669**	**$306,837,195**	**$318,957,539**
Authorized Positions	**1,827**	**1,797**	**1,797**	**1,840**
Full-Time Equivalents	**1,827.00**	**1,797.00**	**1,797.00**	**1,840.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Emergency Management Performance Grant	185,838	0	0	185,838	185,838
Southwest Texas Regional Advisory Council (STRAC) Grant	0	0	31,818	31,818	0
State Homeland Security Grant Program - 2015 Supplemental	200,000	0	0	200,000	0
State Homeland Security Grant Program - 2016	636,139	0	0	636,139	0
State Homeland Security Grant Program - 2017	560,966	0	0	560,966	0
Urban Area Security Initiative (UASI)	375,000	0	0	375,000	0
TOTAL	**$1,957,943**	**$0**	**$31,818**	**$1,989,761**	**$185,838**

MISSION STATEMENT

THE GOVERNMENT & PUBLIC AFFAIRS DEPARTMENT EFFECTIVELY COMMUNICATES INFORMATION ABOUT CITY INITIATIVES, POLICIES AND SERVICES AND ADVOCATES FOR THE CITY'S LOCAL, STATE AND FEDERAL INTERESTS BY UTILIZING DIVERSE STRATEGIES TO ADVANCE PUBLIC TRUST AND CULTIVATE A MORE INVESTED AND EMPOWERED COMMUNITY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	34	5,025,163
Public Education & Government Fund	0	4,207,180
Total Funding	**34**	**$9,232,343**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.



Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Average monthly social media reach across all GPA Social Media Channels	*46,499	198,937	198,937		497,343
Achieve an overall 90% satisfaction rate on survey of Government & Public Affairs clients and stakeholders	N/A	90%	90%		90%
Percentage of City-wide news releases and press conferences that result in earned media coverage	78%	80%	84%		86%
Success rate of City priorities and initiatives during the Texas Legislative Session	No Session	75%	**86%		No Session

*Results are from July 2016 through September 2016 for Facebook only.

**Results reflect outcomes from the 85th Regular Legislative Session.

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	4,709,047	3,051,444	3,095,842	3,261,052
CONTRACTUAL SERVICES	773,010	1,147,542	1,100,021	993,428
COMMODITIES	38,052	32,117	30,467	34,117
SELF-INSURANCE/OTHER	1,098,801	650,989	647,676	729,023
CAPITAL OUTLAY	143,813	5,126	9,448	7,543
TOTAL EXPENDITURES	**$6,762,723**	**$4,887,218**	**$4,883,454**	**$5,025,163**
Authorized Positions	**73**	**34**	**34**	**34**
Full-Time Equivalents	**71.50**	**34.00**	**34.00**	**34.00**

In FY 2017, 311 Customer Service was reorganized into a separate office within the City organization.

PUBLIC EDUCATION & GOVERNMENT FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	149,812	165,000	165,000	494,934
COMMODITIES	1,739	0	0	0
SELF-INSURANCE/OTHER	5,673	0	0	0
CAPITAL OUTLAY	2,164,986	1,103,400	1,103,400	3,701,800
TRANSFERS	513,715	10,446	10,446	10,446
TOTAL EXPENDITURES	**$2,835,925**	**$1,278,846**	**$1,278,846**	**$4,207,180**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

MISSION STATEMENT

TO PREVENT ILLNESS, PROMOTE HEALTHY BEHAVIORS, AND PROTECT AGAINST HEALTH HAZARDS THROUGHOUT OUR COMMUNITY THROUGH EDUCATION, COLLABORATION, AND KEY SERVICES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	116	13,659,672
Grants	276	28,688,701
Total Funding	**392**	**$42,348,373**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
# of businesses with air emissions registered with the Air Quality Program	532	1,210	1,000		1,498
# of Por Vida healthy meals offered in restaurants and cafeterias across San Antonio	550	833	833		850
% Metro Health immunization clinic patients receiving appropriate vaccine series	94%	85%	90%		90%
# of participants completing a 12 week Diabetes Prevention Program	562	550	550		750

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	7,856,510	8,684,913	8,496,828	9,062,014
CONTRACTUAL SERVICES	2,079,018	1,969,152	2,068,756	2,057,343
COMMODITIES	402,382	396,450	358,901	395,950
SELF INSURANCE/OTHER	1,746,983	1,696,434	1,630,848	1,807,954
CAPITAL OUTLAY	207,607	128,262	143,756	326,895
TRANSFERS	11,851	9,516	127,289	9,516
TOTAL EXPENDITURES	**$12,304,351**	**$12,884,727**	**$12,826,378**	**$13,659,672**
Authorized Positions	**116**	**116**	**116**	**116**
Full-Time Equivalents	**116.00**	**116.00**	**116.00**	**116.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Air Monitoring TCEQ Biowatch	340,611	0	0	340,611	0
Air Monitoring TCEQ Lake Calaveras	0	132,329	0	132,329	0
Air Monitoring TCEQ PM 2.5	98,192	0	0	98,192	0
BIO-Terrorism Prep ZIKA Lab Response	39,375	0	0	39,375	0
Federal Immunization Program	2,298,339	0	0	2,298,339	0
Head Start Avance	0	0	31,000	31,000	6,200
Head Start COSA	0	0	111,740	111,740	27,935
Head Start Family Services	0	0	75,000	75,000	15,000
Head Start PCI	0	0	9,000	9,000	1,800
Healthy Start Initiative	1,814,000	0	0	1,814,000	0
HIV Prevention Grant	0	250,000	0	250,000	0
HIV Surveillance Program	0	191,524	0	191,524	0
HPV Vaccine	247,378	0	0	247,378	0
IDC/Flu Infectious Disease	0	5,000	0	5,000	0
IDCU/SUR	0	136,563	0	136,563	0
Inner City School Immunization Project	0	594,495	45,000	639,495	0
Medicaid Waiver 1115	11,387,172	0	0	11,387,172	0
Milk Sample Lab Test	0	71,771	0	71,771	0
PHEP BIO Terrorrism	1,002,347	0	0	1,002,347	100,235
PHEP Citi Readiness Initiative	219,698	0	0	219,698	21,970
PHEP Lab	244,077	0	0	244,077	24,408
STD Staff Support	1,273,447	0	0	1,273,447	0
TB Prevention and Control - Federal	318,216	0	0	318,216	63,643
TB Prevention and Control - State	0	430,771	0	430,771	86,154
TB Waiver Project	0	171,789	0	171,789	0
Title V Dental	211,064	0	0	211,064	0
Triple O	0	226,056	0	226,056	0
UTSA Building a Healthy Temple	0	0	8,421	8,421	0
WIC	6,295,393	0	0	6,295,393	0
ZIKA	408,933	0	0	408,933	0
TOTAL	**$26,198,242**	**$2,210,298**	**$280,161**	**$28,688,701**	**$347,345**

MISSION STATEMENT

THE OFFICE OF HISTORIC PRESERVATION IS COMMITTED TO THE PRESERVATION, PROTECTION, AND PROMOTION OF SAN ANTONIO'S HISTORIC, CULTURAL, ARCHITECTURAL, AND ARCHAEOLOGICAL RESOURCES AND TO MAINTAINING A STANDARD OF CARE FOR STRUCTURES THROUGH THE VACANT BUILDING PROGRAM.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	19	1,934,067
Total Funding	**19**	**$1,934,067**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Participants in outreach programs	8,347	5,000	8,000	✓	10,000

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,261,954	1,514,650	1,531,703	1,630,312
CONTRACTUAL SERVICES	134,237	156,051	156,068	167,133
COMMODITIES	14,076	19,626	10,367	23,126
SELF-INSURANCE/OTHER	98,855	101,531	104,518	109,631
CAPITAL OUTLAY	51,314	31,948	21,149	3,865
TOTAL EXPENDITURES	**$1,560,436**	**$1,823,806**	**$1,823,805**	**$1,934,067**
Authorized Positions	**17**	**19**	**19**	**19**
Full-Time Equivalents	**17.00**	**19.00**	**19.00**	**19.00**

HUMAN RESOURCES

GENERAL FUND
EMPLOYEE BENEFITS FUND
UNEMPLOYMENT FUND

MISSION STATEMENT

THE HUMAN RESOURCES DEPARTMENT PROVIDES THE CITY ORGANIZATION WITH EFFECTIVE HUMAN RESOURCE MANAGEMENT SERVICES THAT FOCUS ON OUR CUSTOMERS' NEEDS. WE SUPPORT THE CITY IN ATTRACTING AND RETAINING A QUALIFIED AND CAPABLE WORKFORCE TO PROVIDE HIGH QUALITY SERVICES TO THE CITIZENS OF SAN ANTONIO.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	50	6,578,071
Employee Benefits Fund	24	163,074,211
Unemployment Fund	0	235,729
Total Funding	**74**	**$169,888,011**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Voluntary turnover rate	7.6%	7.0%	7.8%	✗	7.0%
Time to hire traditional recruitments (in business days)	50	46	49	✗	46
Call answer rate	93%	93%	93%	✓	94%
City-wide employee evaluation completion rate	100%	100%	100%	✓	100%
Recruitment outreach events	61	55	65	✓	55

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	4,385,959	4,884,205	4,877,408	5,133,541
CONTRACTUAL SERVICES	384,543	647,024	620,681	676,114
COMMODITIES	27,627	32,652	35,656	32,652
SELF INSURANCE/OTHER	612,725	671,185	667,967	724,093
CAPITAL OUTLAY	18,278	19,128	18,254	11,671
TOTAL EXPENDITURES	**$5,429,132**	**$6,254,194**	**$6,219,966**	**$6,578,071**
Authorized Positions	**48**	**49**	**49**	**50**
Full-Time Equivalents	**48.00**	**49.00**	**49.00**	**50.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Percent of employee participants engaged in the Virgin Pulse Program (have reached Level 2)	38%	36%	38%	✓	36%
City Manager 5K Run participation*	3,041	3,042	N/A	✗	3,042
Percent of invitees who attended pathway to retirement sessions	11.6%	12.0%	12.1%	✓	8.0%
Wellness education sessions	36	36	37	✓	36
Benefits information video library uses	4,313	4,134	4,278	✓	4,200

*City Manager's 5K was not held during FY 2017. The 2017 City Manager's 5K will take place in October 2017.

EMPLOYEE BENEFITS FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
ADMINISTRATION - CITY	8,405,287	11,191,862	10,876,731	11,389,472
ADMINISTRATION - CONTRACTS	5,393,767	6,250,976	6,141,058	7,169,000
CLAIMS	131,971,753	136,433,498	126,575,131	136,159,978
PAYMENTS	6,611,064	7,279,783	6,772,975	7,014,448
TRANSFERS	1,349,993	1,341,313	1,341,313	1,341,313
TOTAL EXPENDITURES	**$153,731,864**	**$162,497,432**	**$151,707,208**	**$163,074,211**
Authorized Positions	**25**	**24**	**24**	**24**
Full-Time Equivalents	**25.00**	**24.00**	**24.00**	**24.00**

UNEMPLOYMENT FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CLAIMS	123,397	225,000	161,104	225,000
ADMINISTRATION - CONTRACTS	10,417	10,729	10,729	10,729
TOTAL EXPENDITURES	**$133,814**	**$235,729**	**$171,833**	**$235,729**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

MISSION STATEMENT

TO PROMOTE LIFE-LONG SUCCESS BY PROVIDING HUMAN SERVICES AND CONNECTING PEOPLE TO COMMUNITY RESOURCES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	102	21,988,702
Grants	258	86,889,717
Delegate Agencies - Human Development	0	15,905,482
Total Funding	**360**	**$124,783,901**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of unduplicated cafécollege participants	10,782	10,800	10,800		10,800
Number of cafécollege participants completing FAFSA	4,264	4,000	4,000		4,000
Prospects Courtyard graduates	1,287	1,200	1,200		1,200
Haven for Hope campus graduates	724	550	580		560
Number of senior center participants	28,407	32,000	32,815		33,799
Percent of seniors satisfied with services	95%	97%	96%		97%

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	6,501,939	7,045,343	6,982,992	7,369,075
CONTRACTUAL SERVICES	6,183,577	7,280,777	7,227,092	6,976,222
COMMODITIES	954,370	215,870	217,238	188,453
SELF-INSURANCE/OTHER	1,972,380	3,318,006	3,216,314	3,682,950
CAPITAL OUTLAY	452,913	377,033	400,956	310,393
TRANSFERS	3,171,229	3,460,299	3,460,299	3,461,609
TOTAL EXPENDITURES	**$19,236,408**	**$21,697,328**	**$21,504,891**	**$21,988,702**
Authorized Positions	**96**	**105**	**105**	**102**
Full-Time Equivalents	**95.00**	**103.50**	**103.50**	**100.50**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Bexar Cares	995,828	0	995,828	1,991,656	0
CDBG Entitlement Grant - Fair Housing Program	246,000	0	0	246,000	0
CDBG Entitlement Grant - Financial Education	200,000	0	0	200,000	0
CDBG Entitlement Grant - Public Service Activities	149,955	0	0	149,955	0
Child Care Services	38,904,601	7,301,790	0	46,206,391	3,665,255
Community Services Block Grant (CSBG)	2,005,701	0	0	2,005,701	0
Early Head Start/Child Care Services Partnership	2,729,843	0	682,461	3,412,304	0
Emergency Solutions Grant	1,031,482	0	0	1,031,482	0
Head Start Early Childhood Development	22,632,420	0	5,658,105	28,290,525	0
Housing Counseling Grant	21,716	0	0	21,716	0
Housing Opportunities for Persons with AIDS	1,417,988	0	0	1,417,988	0
Senior Nutrition Program	1,876,000	0	40,000	1,916,000	3,437,111
TOTAL	**$72,211,533**	**$7,301,790**	**$7,376,394**	**$86,889,717**	**$7,102,366**

MISSION STATEMENT

THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT IS DEDICATED TO PROVIDING SECURE, RELIABLE, AND RESPONSIVE ENTERPRISE-LEVEL TECHNOLOGY AND BUSINESS SOLUTIONS THAT FACILITATE AND ENHANCE THE CITY'S EFFECTIVENESS IN SERVING THE CITIZENS OF SAN ANTONIO.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Information Technology Services Fund	341	60,649,062
Capital Projects	0	51,276,000
Total Funding	**341**	**$111,925,062**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met | Target Not Met | Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Customer satisfaction with ITSD service delivery	94%	95%	95%	✓	96%
% of IT Governance Board approved IT projects completed successfully meeting ITSD project standards	96%	95%	95%	✓	96%

INFORMATION TECHNOLOGY SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	30,370,949	32,233,599	31,603,635	33,162,762
CONTRACTUAL SERVICES	17,165,021	19,247,501	18,958,161	20,646,980
COMMODITIES	301,344	293,363	178,171	258,519
SELF INSURANCE/OTHER	4,893,053	4,377,805	4,772,439	4,689,209
CAPITAL OUTLAY	627,521	161,397	246,762	671,285
TRANSFERS	1,367,709	1,220,307	1,220,307	1,220,307
TOTAL EXPENDITURES	**$54,725,597**	**$57,533,972**	**$56,979,475**	**$60,649,062**
Authorized Positions	**342**	**340**	**340**	**341**
Full-Time Equivalents	**342.00**	**340.00**	**340.00**	**341.00**

MISSION STATEMENT

WE PUT THE CITY AT THE FOREFRONT OF INNOVATION BY CHALLENGING THE STATUS QUO, FINDING CREATIVE SOLUTIONS, AND CONTINUOUSLY IMPROVING CITY SERVICES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	8	1,052,045
Capital Projects	0	3,505,000
Total Funding	**8**	**$4,557,045**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	875,700	833,513	971,253
CONTRACTUAL SERVICES	0	66,819	104,798	76,899
COMMODITIES	0	3,893	3,986	3,893
SELF INSURANCE/OTHER	0	0	100	0
CAPITAL OUTLAY	0	0	2,015	0
TOTAL EXPENDITURES	**$0**	**$946,412**	**$944,412**	**$1,052,045**
Authorized Positions	**0**	**8**	**8**	**8**
Full-Time Equivalents	**0.00**	**8.00**	**8.00**	**8.00**

In FY 2017, the Office of Innovation was reorganized into a separate office within the City organization.

MISSION STATEMENT

SAN ANTONIO PUBLIC LIBRARY CHANGES LIVES THROUGH THE TRANSFORMATIVE POWER OF INFORMATION, IMAGINATION, AND IDEAS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	553	40,416,649
Grants	0	665,000
Total Funding	**553**	**$41,081,649**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Customer satisfaction with Public Library Services	96%	96%	96%		96%
Annual visits to the Library	5,331,930	5,710,000	5,620,000		5,600,000
Annual library circulation*	7,330,691	7,590,000	7,287,551		7,340,000
Hours of computer/ WiFi-use	2,412,136	2,450,000	2,450,000		2,500,000

*Landa Branch Library was closed for fourteen weeks in FY 2017 to undergo renovations, impacting library circulation.

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	22,019,976	24,065,035	23,697,240	25,168,088
CONTRACTUAL SERVICES	4,522,082	5,145,163	5,311,835	4,801,146
COMMODITIES	4,874,067	4,725,625	4,890,850	5,148,125
SELF-INSURANCE/OTHER	4,121,535	4,074,471	3,998,857	4,340,496
CAPITAL OUTLAY	1,502,075	1,411,684	1,412,169	847,307
TRANSFERS	111,137	111,137	113,513	111,487
TOTAL EXPENDITURES	**$37,150,872**	**$39,533,115**	**$39,424,464**	**$40,416,649**
Authorized Positions	**553**	**553**	**553**	**553**
Full-Time Equivalents	**444.83**	**444.83**	**444.83**	**444.83**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Friends of the SA Public Library - Donation	0	0	100,000	100,000	0
Miscellaneous Gifts	0	0	65,000	65,000	0
SA Public Library Foundation - Donation	0	0	500,000	500,000	0
TOTAL	**$0**	**$0**	**$665,000**	**$665,000**	**$0**

MISSION STATEMENT

THE OFFICE OF MANAGEMENT & BUDGET WILL PROVIDE CITY DEPARTMENTS WITH FISCAL PLANNING, ANALYSIS, AND MANAGEMENT SERVICES THAT CONTRIBUTE TOWARD THE DEVELOPMENT AND DELIVERY OF CITY SERVICE PLANS ENABLING THE EFFECTIVE AND EFFICIENT DELIVERY OF CITY SERVICES.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	19	2,914,695
Total Funding	**19**	**$2,914,695**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
General Fund expenditure variance as percentage of estimate	-0.97%	Between -1% - 0%	-0.88%		Between -1% - 0%
General Fund revenue variance as percentage of estimate	0.12%	Less than 1%	0.40%		Less than 1%

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	2,477,451	1,957,434	1,893,152	1,991,031
CONTRACTUAL SERVICES	209,068	208,674	243,965	283,594
COMMODITIES	24,935	19,284	31,984	19,284
SELF INSURANCE/OTHER	553,094	556,893	554,643	619,523
CAPITAL OUTLAY	14,371	11,336	11,336	1,263
TOTAL EXPENDITURES	**$3,278,919**	**$2,753,621**	**$2,735,080**	**$2,914,695**
Authorized Positions	**26**	**19**	**19**	**19**
Full-Time Equivalents	**26.00**	**19.00**	**19.00**	**19.00**

In FY 2017, the Office of Innovation was reorganized into a separate office within the City organization.

MISSION STATEMENT

WE WILL DELIVER QUALITY CITY SERVICES AND COMMIT TO ACHIEVE SAN ANTONIO'S VISION OF PROSPERITY FOR OUR DIVERSE, VIBRANT AND HISTORIC COMMUNITY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	18	8,578,171
Total Funding	**18**	**$8,578,171**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,988,643	2,126,885	2,138,175	2,279,557
CONTRACTUAL SERVICES	1,078,127	1,243,946	1,262,522	1,274,636
COMMODITIES	266,863	175,149	277,177	175,149
SELF INSURANCE/OTHER	4,002,232	4,512,552	4,358,132	4,752,522
CAPITAL OUTLAY	45,121	72,685	95,104	95,073
TRANSFERS	585	1,234	1,234	1,234
TOTAL EXPENDITURES	**$7,381,571**	**$8,132,451**	**$8,132,344**	**$8,578,171**
Authorized Positions	**18**	**18**	**18**	**18**
Full-Time Equivalents	**18.00**	**18.00**	**18.00**	**18.00**

MUNICIPAL COURT

GENERAL FUND
MUNICIPAL COURT SECURITY FUND
MUNICIPAL COURT TECHNOLOGY FUND
MUNICIPAL COURT JUVENILE CASE MANAGER FUND

MISSION STATEMENT

THE MISSION OF THE COURT IS TO SERVE ALL INDIVIDUALS WITH PRIDE, JUSTICE, AND INTEGRITY BY PROVIDING AN IMPARTIAL FORUM, TRUST, CONFIDENCE, AND EXPEDITIOUS RESOLUTION OF ALL COURT MATTERS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	122	11,396,180
Municipal Court Security Fund	7	503,284
Municipal Court Technology Fund	0	720,382
Municipal Court Juvenile Case Manager Fund	18	1,292,668
Grants	0	1,196,133
Total Funding	**147**	**$15,108,647**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	10,146,638	7,974,933	7,814,657	8,395,261
CONTRACTUAL SERVICES	1,612,676	964,830	1,075,984	1,173,977
COMMODITIES	127,843	76,002	76,968	76,002
SELF-INSURANCE/OTHER	1,577,112	1,456,592	1,429,220	1,642,215
CAPITAL OUTLAY	123,542	32,980	32,606	108,725
TOTAL EXPENDITURES	**$13,587,811**	**$10,505,337**	**$10,429,435**	**$11,396,180**
Authorized Positions	**165**	**122**	**122**	**122**
Full-Time Equivalents	**155.35**	**112.35**	**112.35**	**112.35**

MUNICIPAL COURT SECURITY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	353,831	353,970	373,690	371,115
CONTRACTUAL SERVICES	63,517	57,220	58,812	57,220
COMMODITIES	1,498	5,005	3,155	5,005
SELF-INSURANCE/OTHER	39,173	45,549	44,617	49,728
CAPITAL OUTLAY	1,379	0	0	0
TRANSFERS	30,145	23,421	23,421	20,216
TOTAL EXPENDITURES	**$489,543**	**$485,165**	**$503,695**	**$503,284**
Authorized Positions	**8**	**8**	**8**	**7**
Full-Time Equivalents	**8.00**	**8.00**	**8.00**	**7.00**

MUNICIPAL COURT TECHNOLOGY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
CONTRACTUAL SERVICES	524,958	705,368	687,790	705,368
SELF-INSURANCE/OTHER	16,504	1,888	1,449	1,375
CAPITAL OUTLAY	15,980	0	0	0
TRANSFERS	28,998	19,218	19,218	13,639
TOTAL EXPENDITURES	**$586,440**	**$726,474**	**$708,457**	**$720,382**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

MUNICIPAL COURT JUVENILE CASE MANAGER FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,135,646	1,296,023	1,146,820	1,150,733
CONTRACTUAL SERVICES	55,220	4,380	118,967	4,380
COMMODITIES	4,315	7,000	7,033	7,000
SELF-INSURANCE/OTHER	92,192	103,935	104,283	118,087
CAPITAL OUTLAY	26,369	3,572	3,564	12,468
TOTAL EXPENDITURES	**$1,313,742**	**$1,414,910**	**$1,380,667**	**$1,292,668**
Authorized Positions	**20**	**20**	**20**	**18**
Full-Time Equivalents	**20.00**	**20.00**	**20.00**	**18.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Truancy Intervention & Prevention Program	0	1,196,133	0	1,196,133	0
TOTAL	**$0**	**$1,196,133**	**$0**	**$1,196,133**	**$0**

MISSION STATEMENT

THE OFFICE OF THE CITY CLERK SHALL ADMINISTER JOINT MAYORAL AND CITY COUNCIL AND SPECIAL MUNICIPAL ELECTIONS TO BE CONDUCTED BY BEXAR COUNTY AND AS PRESCRIBED BY THE CITY CHARTER AND STATE ELECTION CODE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	0	85,674
Total Funding	**0**	**$85,674**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	500	0	0
CONTRACTUAL SERVICES	9,164	1,205,599	1,328,365	78,599
COMMODITIES	3,234	3,608	2,099	4,500
SELF INSURANCE/OTHER	1,984	2,266	2,328	2,575
CAPITAL OUTLAY	1,415	0	0	0
TOTAL EXPENDITURES	**$15,797**	**$1,211,973**	**$1,332,792**	**$85,674**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

NEIGHBORHOOD AND HOUSING SERVICES DEPARTMENT

GENERAL FUND
TAX INCREMENT FINANCING FUND
CAPITAL MANAGEMENT SERVICES FUND

MISSION STATEMENT

TO FOSTER THRIVING AND ENGAGED NEIGHBORHOODS BY CREATING AND PRESERVING DIVERSE QUALITY HOUSING FOR ALL.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	10	2,369,958
Tax Increment Financing Fund	8	754,841
Grants	33	16,911,409
Capital Management Services Fund	3	176,036
Total Funding	**54**	**$20,212,244**

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	0	0	907,448
CONTRACTUAL SERVICES	0	0	0	1,327,098
COMMODITIES	0	0	0	14,400
SELF INSURANCE/OTHER	0	0	0	109,574
CAPITAL OUTLAY	0	0	0	11,438
TRANSFERS	0	0	0	0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$2,369,958**
Authorized Positions	**0**	**0**	**0**	**10**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**10.00**

In FY 2017, the Neighborhood and Housing Services Department was created.

TAX INCREMENT FINANCING FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	491,816	633,171	585,813	651,026
CONTRACTUAL SERVICES	539	20,871	34,241	20,871
COMMODITIES	1,073	6,953	2,700	6,953
SELF INSURANCE/OTHER	37,434	39,315	39,304	43,241
CAPITAL OUTLAY	1,097	3,830	3,830	0
TRANSFERS	0	33,718	33,718	32,750
TOTAL EXPENDITURES	**$531,959**	**$737,858**	**$699,606**	**$754,841**
Authorized Positions	**7**	**8**	**8**	**8**
Full-Time Equivalents	**7.00**	**8.00**	**8.00**	**8.00**

CAPITAL MANAGEMENT SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	0	0	162,286
CONTRACTUAL SERVICES	0	0	0	1,100
COMMODITIES	0	0	0	4,350
SELF-INSURANCE/OTHER	0	0	0	500
CAPITAL OUTLAY	0	0	0	7,800
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$176,036**
Authorized Positions	**0**	**0**	**0**	**3**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**3.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
CDBG Entitlement Grant Program - Administration	2,148,705	0	0	2,148,705	0
CDBG Entitlement Grant-Debt Services	4,802,609	0	0	4,802,609	0
CDBG Entitlement Grant-Housing Program	830,000	0	0	830,000	0
CDBG Entitlement Grant-Neighborhood Revitalization	3,137,162	0	0	3,137,162	0
HOME Entitlement Grant Program	4,409,018	0	0	4,409,018	0
HOME Entitlement Grant Program-Administration	434,841	0	0	434,841	0
Lead Hazard Reduction Demonstration Grant	1,149,074	0	0	1,149,074	0
TOTAL	**$16,911,409**	**$0**	**$0**	**$16,911,409**	**$0**

MISSION STATEMENT

THE MISSION OF THE PARKS AND RECREATION DEPARTMENT IS TO PROVIDE EXCEPTIONAL PARKS, FACILITIES, PROGRAMS, AND SERVICES TO IMPROVE THE QUALITY OF LIFE FOR ALL.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	439	50,951,750
Parks Environmental Fund	94	7,183,456
City Cemeteries Fund	1	199,686
Tree Canopy Preservation & Mitigation	3	2,485,346
Parks Development & Expansion - 2015 Venue Operating	0	3,054,963
Edwards Aquifer Land Acquisition - 2015 Venue Operating	0	10,705,900
Grants	0	1,480,963
Capital Projects	0	37,417,894
Total Funding	**537**	**$113,479,958**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Additional acres protected under Edwards Aquifer Protection Program	7,224	5,000	5,347	✓	5,000
Recycling receptacles in parks to achieve 1:1 ratio with trash receptacles	2,004	1,988	2,135	✓	2,467
Recreational facility attendance	568,408	565,404	569,000	✓	568,233
Parks facility maintenance service level	88%	88%	90%	✓	88%
Complete playground inspections	204	204	204	✓	208

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	25,475,145	27,489,999	27,361,006	28,555,104
CONTRACTUAL SERVICES	7,923,852	8,637,909	8,931,354	8,436,478
COMMODITIES	2,923,332	2,932,031	2,864,505	3,018,663
SELF INSURANCE/OTHER	7,967,925	8,285,280	8,133,920	8,826,651
CAPITAL OUTLAY	402,844	378,070	397,608	389,919
TRANSFERS	1,272,931	1,723,768	1,586,308	1,724,935
TOTAL EXPENDITURES	**$45,966,029**	**$49,447,057**	**$49,274,701**	**$50,951,750**
Authorized Positions	**428**	**434**	**434**	**439**
Full-Time Equivalents	**417.75**	**424.75**	**424.75**	**430.75**

PARKS ENVIRONMENTAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	4,110,208	4,366,336	4,364,637	4,426,054
CONTRACTUAL SERVICES	2,014,473	2,083,919	2,104,369	2,139,581
COMMODITIES	129,554	124,117	104,059	127,144
SELF INSURANCE/OTHER	448,071	467,369	438,607	489,256
CAPITAL OUTLAY	0	3,888	3,888	1,421
TOTAL EXPENDITURES	**$6,702,306**	**$7,045,629**	**$7,015,560**	**$7,183,456**
Authorized Positions	**94**	**94**	**94**	**94**
Full-Time Equivalents	**94.00**	**94.00**	**94.00**	**94.00**

CITY CEMETERIES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	63,377	63,450	65,281	65,044
CONTRACTUAL SERVICES	94,205	121,350	106,100	121,350
COMMODITIES	7,900	6,150	4,290	6,150
SELF INSURANCE/OTHER	15,967	6,558	5,213	7,142
TRANSFERS - PERPETUAL SUBFUND	99,878	85,000	95,000	0
TOTAL EXPENDITURES	**$281,327**	**$282,508**	**$275,884**	**$199,686**
Authorized Positions	**1**	**1**	**1**	**1**
Full-Time Equivalents	**1.00**	**1.00**	**1.00**	**1.00**

TREE CANOPY PRESERVATION & MITIGATION
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	200,221	249,085	213,451	220,269
CONTRACTUAL SERVICES	653,146	1,141,131	1,305,941	1,108,781
COMMODITIES	255,094	544,650	387,650	1,047,923
SELF INSURANCE/OTHER	62,550	70,809	68,002	75,954
CAPITAL OUTLAY	11,770	1,038	1,211	2,842
TRANSFERS - OPERATING	17,453	17,015	17,015	29,577
TRANSFERS - CAPITAL PROJECT	266,680	420,281	420,281	0
TOTAL EXPENDITURES	**$1,466,914**	**$2,444,009**	**$2,413,551**	**$2,485,346**
Authorized Positions	**3**	**3**	**3**	**3**
Full-Time Equivalents	**3.00**	**3.00**	**3.00**	**3.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
CDBG Entitlement Grant Program	272,422	0	0	272,422	0
Summer Food Service Program	1,208,541	0	0	1,208,541	0
TOTAL	**$1,480,963**	**$0**	**$0**	**$1,480,963**	**$0**

MISSION STATEMENT

TO IMPROVE THE LIVABILITY, ECONOMIC VITALITY, AND SAFETY OF SAN ANTONIO NEIGHBORHOODS, CORRIDORS, AND SPECIAL DISTRICTS, THROUGH ACTIVE ENGAGEMENT IN STRATEGIC PLANNING, REINVESTMENT INITIATIVES, AND COMMUNITY DEVELOPMENT POLICY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	19	4,328,058
Economic Development Incentive Fund	1	79,478
Total Funding	**20**	**$4,407,536**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of plans completed/updated that implement SA Tomorrow	N/A	N/A	N/A	i	6
Number of SA Tomorrow related stakeholder/community meetings held	N/A	N/A	N/A	i	24

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,646,467	2,143,740	2,008,379	1,800,937
CONTRACTUAL SERVICES	1,271,058	2,619,238	2,727,289	2,086,078
COMMODITIES	32,760	31,134	33,752	24,734
SELF INSURANCE/OTHER	502,322	442,765	447,175	413,480
CAPITAL OUTLAY	13,084	44,054	58,554	2,829
TOTAL EXPENDITURES	**$3,465,691**	**$5,280,931**	**$5,275,149**	**$4,328,058**
Authorized Positions	**19**	**24**	**24**	**19**
Full-Time Equivalents	**19.00**	**24.00**	**24.00**	**19.00**

ECONOMIC DEVELOPMENT INCENTIVE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	67,674	71,156	70,564	73,497
CONTRACTUAL SERVICES	0	0	592	0
COMMODITIES	0	100	100	100
SELF INSURANCE/OTHER	5,093	5,347	5,345	5,881
CAPITAL OUTLAY	0	1,296	1,296	0
TOTAL EXPENDITURES	**$72,767**	**$77,899**	**$77,897**	**$79,478**
Authorized Positions	**1**	**1**	**1**	**1**
Full-Time Equivalents	**1.00**	**1.00**	**1.00**	**1.00**

MISSION STATEMENT

THE SAN ANTONIO POLICE DEPARTMENT IS DEDICATED TO IMPROVING THE QUALITY OF LIFE BY CREATING A SAFE ENVIRONMENT IN PARTNERSHIP WITH THE PEOPLE WE SERVE. WE ACT WITH INTEGRITY TO REDUCE FEAR AND CRIME WHILE TREATING ALL WITH RESPECT, COMPASSION AND FAIRNESS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	3,090	442,248,801
General Fund - Park Police	175	15,420,097
Child Safety Fund	262	2,292,859
Confiscated Property Fund	0	1,381,800
Grants	32	8,064,705
Capital Projects	0	4,838,272
Total Funding	**3,559**	**$474,246,534**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Police emergency response time	7:00	7:20	7:40		8:00
Non-emergency response time	17:00	17:15	17:30		17:45
Violent crime rate per 100,000 residents	734.6	850.2	799.3		839.3
Driving While Intoxicated (DWI) arrests	4,470	4,464	4,072		3,709
Alcohol-related traffic accidents	1,509	1,538	1,392		1,453
Total calls for Police service	1,342,989	1,353,897	1,406,512		1,473,040

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	356,070,496	360,288,264	362,285,791	372,236,114
CONTRACTUAL SERVICES	15,630,903	15,751,493	15,775,262	17,033,229
COMMODITIES	4,005,119	5,460,288	4,793,467	5,028,303
SELF-INSURANCE/OTHER	38,337,655	38,252,494	36,211,947	41,111,142
CAPITAL OUTLAY	1,763,325	1,401,330	1,398,150	1,152,082
TRANSFERS	3,713,988	3,696,495	2,643,959	5,687,931
TOTAL EXPENDITURES	**$419,521,486**	**$424,850,364**	**$423,108,576**	**$442,248,801**
Authorized Positions	**2,973**	**3,019**	**3,019**	**3,090**
Full-Time Equivalents	**2,973.00**	**3,019.00**	**3,019.00**	**3,090.00**

GENERAL FUND - PARK POLICE
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	12,043,833	12,975,215	12,837,347	13,593,976
CONTRACTUAL SERVICES	203,782	199,541	205,406	206,719
COMMODITIES	294,854	414,163	408,357	376,020
SELF INSURANCE/OTHER	1,051,873	1,095,651	1,046,165	1,171,736
CAPITAL OUTLAY	51,888	109,339	109,339	71,646
TOTAL EXPENDITURES	**$13,646,230**	**$14,793,909**	**$14,606,614**	**$15,420,097**
Authorized Positions	**164**	**173**	**173**	**175**
Full-Time Equivalents	**164.00**	**173.00**	**173.00**	**175.00**

CHILD SAFETY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,578,505	1,688,854	1,686,202	1,636,764
CONTRACTUAL SERVICES	11,590	18,454	13,858	18,454
COMMODITIES	11,474	18,049	15,175	18,049
SELF-INSURANCE/OTHER	588,088	593,823	522,954	619,592
TOTAL EXPENDITURES	**$2,189,657**	**$2,319,180**	**$2,238,189**	**$2,292,859**
Authorized Positions	**262**	**262**	**262**	**262**
Full-Time Equivalents	**62.32**	**62.32**	**62.32**	**62.32**

CONFISCATED PROPERTY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	375,173	413,114	134,803	106,976
CONTRACTUAL SERVICES	282,750	310,418	262,683	227,438
COMMODITIES	197,875	524,531	216,109	559,451
SELF-INSURANCE/OTHER	191,670	157,893	137,796	124,560
CAPITAL OUTLAY	187,629	60,900	60,900	0
TRANSFERS	374,250	374,250	374,250	363,375
TOTAL EXPENDITURES	**$1,609,347**	**$1,841,106**	**$1,186,541**	**$1,381,800**
Authorized Positions	**0**	**0**	**0**	**0**
Full-Time Equivalents	**0.00**	**0.00**	**0.00**	**0.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
Enhanced Collaborative Model to Combat Human Trafficking	205,481	0	0	205,481	72,207
FY 2016 COPS Hiring Program	28,330	0	0	28,330	79,801
FY 2018 COPS Hiring Program	1,524,691	0	0	1,524,691	1,277,289
High Intensity Drug Trafficking Area (HIDTA) FY 2017 Award	1,109,528	0	0	1,109,528	0
High Intensity Drug Trafficking Area (HIDTA) FY 2018 Award	1,011,590	0	0	1,011,590	0
Justice Assistance Grant FY 2016 Award	168,492	0	0	168,492	0
Justice Assistance Grant FY 2017 Award	265,924	0	0	265,924	8,832
National Incident Based Reporting System (NIBRS)	87,978	0	0	87,978	0
Regional Auto Crimes Team (ReACT) FY 2018	0	694,434	0	694,434	2,434,008
STEP 2018	0	1,000,000	0	1,000,000	378,650
Texas Anti-Gang (TAG) Program	0	1,968,257	0	1,968,257	0
TOTAL	**$4,402,014**	**$3,662,691**	**$0**	**$8,064,705**	**$4,250,787**

MISSION STATEMENT

THE PRE-K 4 SA INITIATIVE ESTABLISHES A POSITIVE TRAJECTORY FOR EDUCATIONAL ATTAINMENT BY PROVIDING FOUR-YEAR-OLDS WITH A COMPLETE EXPERIENCE THAT ENSURES ACADEMIC EXCELLENCE IN SCHOOL INSPIRING STUDENTS TO DEVELOP GANAS FOR LEARNING AND TO BECOME CONTRIBUTING MEMBERS OF SOCIETY.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	ADOPTED BUDGET
Pre-K 4 SA Fund	415	48,274,336
Total Funding	**415**	**$48,274,336**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Educational cost per student	$13,600	$14,069	$13,690		$13,589
Average daily attendance	93.3%	93%	92%		93%

PRE-K 4 SA FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Adopted FY 2018
PERSONAL SERVICES	22,170,683	25,883,522	25,807,722	25,939,907
CONTRACTUAL SERVICES	9,875,353	15,009,588	14,546,999	15,600,077
COMMODITIES	931,911	1,268,860	1,281,867	1,027,430
SELF INSURANCE/OTHER	1,439,892	1,269,082	1,283,330	1,139,112
CAPITAL OUTLAY	14,227	99,498	119,462	234,000
TRANSFERS	3,757,373	4,028,664	4,033,474	4,333,810
TOTAL EXPENDITURES	**$38,189,439**	**$47,559,214**	**$47,072,854**	**$48,274,336**
Authorized Positions	**407**	**463**	**463**	**415**
Full-Time Equivalents	**390.16**	**428.52**	**428.52**	**397.84**

MISSION STATEMENT

TO DELIVER A QUALITY RISK MANAGEMENT PROGRAM THAT FOCUSES ON THE PREVENTION OF INJURIES, THE PROTECTION OF CITY ASSETS, AND THE DEVELOPMENT AND IMPLEMENTATION OF SOUND SAFETY PROGRAMS FOR ALL OUR EMPLOYEES AND CITIZENS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Self-Insurance Workers' Compensation Fund	15	15,469,820
Self-Insurance Liability Fund	10	8,285,904
Total Funding	**25**	**$23,755,724**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Percentage of recovery of City damages	102%	75%	77%	✓	80%
Average cost of a workers' compensation claim	$4,334	$3,123	$3,477	✗	$3,291
City's incident rate	9.50	7.08	6.87	✓	5.57

SELF-INSURANCE WORKERS' COMPENSATION FUND EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	890,198	1,059,906	1,077,312	1,295,876
CONTRACTUAL SERVICES	1,361,951	1,430,692	1,429,273	1,752,236
COMMODITIES	21,382	28,381	27,971	28,581
SELF INSURANCE/OTHER	4,870,529	11,655,385	13,083,175	11,975,879
CAPITAL OUTLAY	25,603	1,296	3,125	10,204
TRANSFERS	677,050	635,356	635,356	407,044
TOTAL EXPENDITURES	**$7,846,713**	**$14,811,016**	**$16,256,212**	**$15,469,820**
Authorized Positions	**13**	**13**	**13**	**15**
Full-Time Equivalents	**13.00**	**13.00**	**13.00**	**15.00**

SELF-INSURANCE LIABILITY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	562,151	667,386	633,433	712,565
CONTRACTUAL SERVICES	212,569	263,115	263,115	263,115
COMMODITIES	1,346	2,986	3,811	2,986
SELF INSURANCE/OTHER	3,776,639	6,779,993	6,371,470	6,783,213
CAPITAL OUTLAY	10,628	1,296	1,706	7,806
TRANSFERS	501,279	482,085	482,085	516,219
TOTAL EXPENDITURES	**$5,064,612**	**$8,196,861**	**$7,755,620**	**$8,285,904**
Authorized Positions	**10**	**10**	**10**	**10**
Full-Time Equivalents	**10.00**	**10.00**	**10.00**	**10.00**

MISSION STATEMENT

TO PROTECT THE PUBLIC HEALTH AND SAFETY OF THE CITY OF SAN ANTONIO BY PROVIDING QUALITY MUNICIPAL SOLID WASTE AND RECYCLING SERVICES AND OTHER ENVIRONMENTAL PROGRAMS THAT ARE SAFE, EFFICIENT, COST EFFECTIVE, AND ENVIRONMENTALLY RESPONSIBLE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Solid Waste Operating & Maintenance Fund	619	117,900,036
Fleet Services Fund	106	18,857,483
Total Funding	**725**	**$136,757,519**

Total Solid Waste Management Fleet Services Fund FY 2018 Proposed Budget is $19,157,984 of which $300,501 is transferred to the Solid Waste Operating Fund.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Recycling rate as part of total waste stream	32.3%	38%	33%		38%
Recycling, Organic, and Refuse collection misses per 10,000 collection opportunities	8.9	≤9.0	10.4		≤9.0

SOLID WASTE OPERATING & MAINTENANCE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	34,810,564	37,466,952	37,786,717	39,787,726
CONTRACTUAL SERVICES	30,412,715	31,160,849	31,917,842	32,200,582
COMMODITIES	5,706,644	7,163,878	6,406,498	7,331,060
SELF-INSURANCE/OTHER	26,995,697	30,799,357	30,235,732	31,355,232
CAPITAL OUTLAY	456,866	723,642	723,642	702,987
TRANSFERS	4,131,425	5,473,163	5,473,163	6,522,449
TOTAL EXPENDITURES	**$102,513,911**	**$112,787,841**	**$112,543,594**	**$117,900,036**
Authorized Positions	**577**	**602**	**602**	**619**
Full-Time Equivalents	**577.00**	**602.00**	**602.00**	**619.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
% of fleet available to users	90%	90%	90%		90%

FLEET SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	5,901,173	6,275,559	6,509,952	6,978,682
CONTRACTUAL SERVICES	2,601,599	2,710,104	2,318,652	2,795,979
COMMODITIES	5,633,171	6,000,376	6,499,799	6,466,835
SELF-INSURANCE/OTHER	1,451,387	1,663,594	1,634,212	1,889,445
CAPITAL OUTLAY	57,768	310,038	310,721	151,278
TRANSFERS	913,496	836,658	836,658	875,765
TOTAL EXPENDITURES	**$16,558,594**	**$17,796,329**	**$18,109,994**	**$19,157,984**
Authorized Positions	**99**	**106**	**106**	**106**
Full-Time Equivalents	**99.00**	**106.00**	**106.00**	**106.00**

MISSION STATEMENT

ENHANCING THE ENVIRONMENT, QUALITY OF LIFE, AND ECONOMIC VITALITY THROUGH INNOVATIVE PROGRAMS AND POLICIES FOR ALL RESIDENTS, AS WELL AS FUTURE GENERATIONS.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Energy Efficiency Fund	4	1,244,779
Solid Waste Operating & Maintenance Fund	5	952,604
Grants	0	494,398
Total Funding	**9**	**$2,691,781**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Avoided utility costs associated with new municipal facility retrofit projects completed*	112,141	115,000	100,016		123,872

*The avoided energy costs for FY 2017 are projected to be lower than previous fiscal years due to a fewer number of buildings to be retrofit.

ENERGY EFFICIENCY FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	406,841	361,242	310,052	373,422
CONTRACTUAL SERVICES	1,157,774	365,625	414,915	848,444
COMMODITIES	7,069	0	1,714	300
SELF-INSURANCE/OTHER	26,851	21,599	21,591	22,613
CAPITAL OUTLAY	0	3,830	3,830	0
TRANSFERS	0	700,000	700,000	0
TOTAL EXPENDITURES	**$1,598,535**	**$1,452,296**	**$1,452,102**	**$1,244,779**
Authorized Positions	**4**	**4**	**4**	**4**
Full-Time Equivalents	**4.00**	**4.00**	**4.00**	**4.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
City employee education and outreach opportunities promoting sustainability principles	27	27	30		30

SOLID WASTE OPERATING & MAINTENANCE FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	467,841	483,440	488,270	616,804
CONTRACTUAL SERVICES	221,822	410,462	405,512	265,151
COMMODITIES	18,996	43,497	43,497	43,497
SELF-INSURANCE/OTHER	19,056	65,518	65,577	21,652
CAPITAL OUTLAY	3,102	7,718	7,718	5,500
TOTAL EXPENDITURES	**$730,817**	**$1,010,635**	**$1,010,574**	**$952,604**
Authorized Positions	**4**	**4**	**4**	**5**
Full-Time Equivalents	**4.00**	**4.00**	**4.00**	**5.00**

GRANTS SUMMARY

TITLE OF PROGRAM	FEDERAL	STATE	OTHER	PROPOSED FY 2018	CITY MATCH
TxDOT B-Cycle Urban Core Expansion	0	494,398	0	494,398	0
TOTAL	**$0**	**$494,398**	**$0**	**$494,398**	**$0**

TRANSPORTATION & CAPITAL IMPROVEMENTS

GENERAL FUND
ADVANCED TRANSPORTATION DISTRICT FUND
CAPITAL MANAGEMENT SERVICES FUND
RIGHT OF WAY MANAGEMENT FUND
STORM WATER OPERATING FUND
STORM WATER REGIONAL FACILITIES FUND

MISSION STATEMENT

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	338	103,761,920
Advanced Transportation District Fund	26	5,502,271
Capital Management Services Fund	173	20,302,381
Right Of Way Management Fund	40	3,430,613
Storm Water Operating Fund	275	45,943,275
Storm Water Regional Facilities Fund	13	1,592,400
Capital Projects	0	432,745,055
Total Funding	**865**	**$613,277,915**

Total Advanced Transportation Fund FY 2018 Proposed Budget is $18,977,271, of which $13,475,000 is transferred to Capital Projects. Total Right of Way Management Fund FY 2018 Proposed Budget is $4,030,613, of which $600,000 is transferred to Capital Projects. Total Storm Water Operating Fund FY 2018 Proposed Budget is $47,993,275 of which $2,050,000 is transferred to Capital Projects. Total Storm Water Regional Facilities Fund FY 2018 Proposed Budget is $8,282,400, of which $6,690,000 is transferred to Capital Projects.

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of miles of streets improved from bad to excellent condition*	104.40	98.51	98.61	✓	93.50
Percentage of potholes filled within 2 business days	95%	95%	98%	✓	95%
Number of street maintenance Infrastructure Management Program (SMP) projects completed*	832	814	849	✓	860
Number of alleys maintained and reconstructed	62	71	70	✗	62

*This number represents $66 Million in SMP funding. Additional funding of $33 Million included in the FY 2018 Proposed Budget is not reflected. The TCI Department will present the additional mileage during their Proposed Budget presentation on August 15, 2017.

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	20,632,355	22,290,282	21,891,119	22,929,534
CONTRACTUAL SERVICES	6,280,566	6,453,745	6,737,948	10,762,305
COMMODITIES	6,804,825	7,070,478	7,189,163	7,099,078
SELF-INSURANCE/OTHER	14,127,314	21,591,192	21,435,271	22,346,253
CAPITAL OUTLAY	768,254	55,334	57,569	173,880
TRANSFERS	29,419,946	31,581,392	31,581,392	40,450,870
TOTAL EXPENDITURES	**$78,033,260**	**$89,042,423**	**$88,892,462**	**$103,761,920**
Authorized Positions	**340**	**338**	**338**	**338**
Full-Time Equivalents	**340.00**	**337.50**	**337.50**	**337.50**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.



Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Evaluate and improve traffic flow in the top 100 highly traveled corridors	20%	20%	20%		20%
Number of miles of sidewalks constructed / improved*	30.5	27.2	23.18		8.03

*Mileage does not include sidewalks to be completed with the 2017 Bond Program. The TCI Department will present the additional mileage during their Proposed Budget presentation on August 15, 2017.

ADVANCED TRANSPORTATION DISTRICT FUND EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,788,635	1,849,738	1,836,605	2,022,994
CONTRACTUAL SERVICES	558,278	650,889	625,695	651,089
COMMODITIES	44,415	72,459	69,539	73,509
SELF INSURANCE/OTHER	1,910,031	2,029,062	2,023,084	2,253,898
CAPITAL OUTLAY	13,337	3,630	41,815	72,675
TRANSFERS - OPERATING	3,766,381	3,421,122	3,421,122	428,106
TRANSFERS - CAPITAL PROJECTS	10,047,781	9,500,000	9,500,000	13,475,000
TOTAL EXPENDITURES	**$18,128,858**	**$17,526,900**	**$17,517,860**	**$18,977,271**
Authorized Positions	**24**	**24**	**24**	**26**
Full-Time Equivalents	**24.00**	**24.00**	**24.00**	**26.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.



Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Percentage of 2017 Bond Projects completed or under construction	0%	2%	2%		5%
Percentage of 2017 Bond Projects in design or design completed	0%	4%	4%		56%
Percentage of 2012 Bond Projects completed or under construction	95%	99%	97%		99%
Percentage of 2012 Bond Projects in design or design completed	100%	100%	100%		100%
Percentage of 2012 Bond Projects completed on time	90%	80%	98%		90%

GENERAL FUND
ADVANCED TRANSPORTATION DISTRICT FUND
CAPITAL MANAGEMENT SERVICES FUND
RIGHT OF WAY MANAGEMENT FUND
STORM WATER OPERATING FUND
STORM WATER REGIONAL FACILITIES FUND

CAPITAL MANAGEMENT SERVICES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	13,978,942	13,936,692	13,923,220	15,108,000
CONTRACTUAL SERVICES	500,297	584,450	608,644	590,450
COMMODITIES	137,886	183,895	180,632	186,145
SELF INSURANCE/OTHER	3,284,600	2,832,073	2,662,037	2,945,339
CAPITAL OUTLAY	71,606	37,016	38,095	126,510
TRANSFERS - OPERATING	1,047,775	1,341,915	1,341,915	1,345,937
TRANSFERS - CAPITAL PROJECTS	303,116	0	0	0
TOTAL EXPENDITURES	**$19,324,222**	**$18,916,041**	**$18,754,543**	**$20,302,381**
Authorized Positions	**174**	**164**	**164**	**173**
Full-Time Equivalents	**174.00**	**164.00**	**164.00**	**173.00**

RIGHT OF WAY MANAGEMENT FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,499,460	2,498,836	2,430,952	2,786,269
CONTRACTUAL SERVICES	222,054	464,122	538,844	254,056
COMMODITIES	20,805	26,670	26,366	24,470
SELF INSURANCE/OTHER	215,361	297,348	278,035	294,027
CAPITAL OUTLAY	110,916	344,918	344,776	1,791
TRANSFERS - OPERATING	155,400	387,239	375,239	70,000
TRANSFERS - CAPITAL PROJECTS	0	0	0	600,000
TOTAL EXPENDITURES	**$2,223,996**	**$4,019,133**	**$3,994,212**	**$4,030,613**
Authorized Positions	**28**	**40**	**40**	**40**
Full-Time Equivalents	**28.00**	**40.00**	**40.00**	**40.00**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of creekway cleaning and channel restoration projects completed on schedule	97	73	96	✓	133

STORM WATER OPERATING FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	14,611,503	16,034,126	15,650,934	16,508,512
CONTRACTUAL SERVICES	9,016,350	10,074,657	9,832,655	10,455,991
COMMODITIES	2,083,931	1,911,742	1,968,253	1,797,674
SELF INSURANCE/OTHER	5,099,939	5,507,948	5,381,063	5,406,023
CAPITAL OUTLAY	1,564,432	724,620	725,167	65,504
TRANSFERS - OPERATING	10,204,384	10,880,327	10,881,877	11,709,571
TRANSFERS - CAPITAL PROJECTS	1,329,947	4,500,000	4,500,000	2,050,000
TOTAL EXPENDITURES	**$43,910,486**	**$49,633,420**	**$48,939,949**	**$47,993,275**
Authorized Positions	**267**	**275**	**275**	**275**
Full-Time Equivalents	**267.00**	**275.00**	**275.00**	**275.00**

STORM WATER REGIONAL FACILITIES FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	1,014,049	1,011,319	1,035,945	1,170,892
CONTRACTUAL SERVICES	1,611,688	212,085	179,824	266,100
COMMODITIES	4,856	14,732	14,124	15,282
SELF INSURANCE/OTHER	181,583	126,623	112,637	134,186
CAPITAL OUTLAY	3,329	2,476	6,842	5,940
TRANSFERS - CAPITAL PROJECTS	1,995,198	4,800,000	4,800,000	6,690,000
TOTAL EXPENDITURES	**$4,810,703**	**$6,167,235**	**$6,149,372**	**$8,282,400**
Authorized Positions	**12**	**12**	**12**	**13**
Full-Time Equivalents	**12.00**	**12.00**	**12.00**	**13.00**

MISSION STATEMENT

SAN ANTONIO'S 300TH ANNIVERSARY IS AN OPPORTUNITY TO DISCOVER OUR CULTURAL HERITAGE, COMMEMORATE OUR STORIED HISTORY, RECOGNIZE OUR PROGRESS, AND COLLABORATE ON OUR BRIGHT FUTURE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
Tricentennial Fund	1	1,941,160
Total Funding	**1**	**$1,941,160**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Target Met Target Not Met Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Number of corporate sponsors secured	N/A	10	16	✓	20
Number of community partners sanctioned	N/A	200	470	✓	N/A*

*The official application deadline for community partners was August 1, 2017.

TRICENTENNIAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	367,068	601,303	620,083	480,417
CONTRACTUAL SERVICES	346,952	213,165	184,286	1,089,387
COMMODITIES	14,384	4,400	5,690	4,400
PROGRAM EXPENSES	0	975,000	975,000	331,000
OTHER EXPENSES	1,984	11,590	16,909	35,956
CAPITAL OUTLAY	35,995	107,200	111,157	0
TOTAL EXPENDITURES	**$766,383**	**$1,912,658**	**$1,913,125**	**$1,941,160**
Authorized Positions	**0**	**2**	**2**	**1**
Full-Time Equivalents	**0.00**	**2.00**	**2.00**	**1.00**

MISSION STATEMENT

THE WORLD HERITAGE OFFICE PROMOTES THE SAN ANTONIO MISSIONS BY MAXIMIZING THE ECONOMIC IMPACT OF THE WORLD HERITAGE STATUS DESIGNATION AND ENHANCING THE EXPERIENCE FOR VISITORS AND RESIDENTS THROUGH THE IMPLEMENTATION OF THE WORLD HERITAGE WORK PLAN AND RELATED PROJECTS WITHIN THE WORLD HERITAGE BUFFER ZONE.

APPROPRIATIONS BY FUND	AUTHORIZED POSITIONS	PROPOSED BUDGET
General Fund	4	1,114,058
Total Funding	**4**	**$1,114,058**

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

 Target Met  Target Not Met  Informational

Performance Measure	FY 2016 Actuals	FY 2017 Target	FY 2017 Estimate	FY 2017 Status	FY 2018 Target
Percentage of Certified Tourism Ambassadors receiving a World Heritage Certification	0%	10%	10%		10%
Number of cultural and community events sponsored at Mission Marquee Plaza	32	30	44		54
Number of public outreach events	7	5	11		7

GENERAL FUND
EXPENDITURES BY CLASSIFICATION

	Actual FY 2016	Budget FY 2017	Estimated FY 2017	Proposed FY 2018
PERSONAL SERVICES	0	424,971	425,978	463,370
CONTRACTUAL SERVICES	0	617,100	603,037	617,100
COMMODITIES	0	8,054	8,943	8,054
SELF INSURANCE/OTHER	0	7,928	20,076	23,199
CAPITAL OUTLAY	0	2,091	2,091	2,335
TRANSFERS	0	44,000	44,000	0
TOTAL EXPENDITURES	**$0**	**$1,104,144**	**$1,104,125**	**$1,114,058**
Authorized Positions	**0**	**4**	**4**	**4**
Full-Time Equivalents	**0.00**	**4.00**	**4.00**	**4.00**

Non-Departmental Highlights

GENERAL FUND
NON-DEPARTMENTAL/NON-OPERATING HIGHLIGHTS - FY 2018 PROPOSED

♦ $1 Million General Fund Contingency Reserve **$1,000,000**

This provides funds to establish a contingency reserve to be utilized for unfunded needs that arise during the year. Use of these contingencies is subject to City Council vote through an adopted ordinance.

♦ Professional Fees & Services **$1,258,809**

This includes funds for professional studies and outside counsel as well as the City Property Tax Collection.

♦ Sales Tax Collection Expense **$5,704,268**

This allocates funding for the estimated administrative fee charged by the State Comptroller for collection of the local sales tax. The amount charged is two percent of the revenue collected.

♦ Lease of Office Space **$1,960,158**

This includes the annual space rental of several General Fund departments, including Finance, Economic Development, and Department of Human Services.

♦ Association Dues **$484,015**

This amount provides for the annual membership dues for associations to include the Alamo Area Council of Governments, Texas Municipal League, National League of Cities, U.S. Conference of Mayors, National Forum for Black Public Administrators, and the Downtown Improvement District.

♦ Education and Outreach for Non-Attainment of Air Quality **$105,000**

This amount provides funding for the public education campaign focused on informing the public health impacts of air quality non-attainment.

♦ Air Quality Study **$45,000**

This amount provides funding to conduct an analysis of the City's air quality and to provide recommendations to improve the quality of the air in the City.

♦ San Antonio Economic Development Corporation (SAEDC) Investment Funds **$100,000**

This amount provides resources for San Antonio Economic Development Corporation to invest in local startup companies to foster entrepreneurship and spur innovation in targeted industries.

♦ Bexar Appraisal District **$2,595,890**

This budget is the estimated City share of the Bexar Appraisal District annual budget for FY 2017. The cost for a participating entity is based on its pro-rata share of the most recent prior year actual overall tax levy.

♦ Maintenance and Operations of Carver Center **$1,050,825**

This budget represents the General Fund portion of the operations and maintenance of the Carver Center.

♦ **Equity Office**

This budget funds community outreach and enforcement of the Non-Discrimination Ordinance (NDO) in effort to ensure a diverse and inclusive San Antonio.

EXPENDITURE CLASSIFICATION	PROPOSED FY 2018
PERSONAL SERVICES	$290,914
CONTRACTUAL SERVICES	102,680
COMMODITIES	4,500
SELF INSURANCE/OTHER	959
CAPITAL OUTLAY	6,551
TOTAL EXPENDITURES	**$405,604**

♦ **Municipal Detention Center**

This budget provides funding for the operations and maintenance of the Municipal Detention Center.

EXPENDITURE CLASSIFICATION	PROPOSED FY 2018
PERSONAL SERVICES	$2,839,458
CONTRACTUAL SERVICES	540,686
COMMODITIES	41,299
SELF INSURANCE/OTHER	478,466
TOTAL EXPENDITURES	**$3,899,909**

Transfers

GENERAL FUND
TRANSFERS TO OTHER FUNDS HIGHLIGHTS – FY 2018 PROPOSED

Facility Services Fund **$344,184**

This transfer provides for maintenance of downtown facilities managed by the Building and Equipment Services Department in the amount of $344,184.

Payment for Public Safety Answering Point **$1,775,994**

This transfer provides funding for the new Public Safety Answering Point at Brooks City-Base, which opened in FY 2012 and houses fire and police emergency call taking and dispatch services.

Office of Sustainability Memberships **$115,650**

This transfer provides funding for City-wide sustainability memberships including Build SA Green, Solar San Antonio, and the Urban Sustainability Directors Network (USDN).

Office of Sustainability **$64,747**

This transfer provides funding for a Special Projects Manager which will assist in developing a Climate Action and Adaptation Plan.

Municipal Court Security **$180,000**

This transfer provides funding for security enhancements and other security services for the Municipal Court.

Outside Agency Contracts

OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS
FY 2018 PROPOSED

Outside Agency Contracts

The FY 2018 Proposed Budget includes funding for several outside agencies. For each of the following agencies, a performance based contract will be established and executed for FY 2018 in the amounts indicated:

- **BioMed SA**
  General Fund FY 2018 Budget: $100,000

  BioMed SA's general purpose is to facilitate the healthcare and bioscience industry's growth in the region and to heighten awareness in the industry of the unique assets present within San Antonio. The Healthcare and Biosciences Industry is a significant driver in the local economy with 1 in every 7 San Antonio employees working in the industry. BioMed's mission is to further accelerate the growth of the sector as well as enhance San Antonio's reputation as a city of science and health.

- **Japan Trade Representative**
  General Fund FY 2018 Budget: $65,000
  Other Funds FY 2018 Budget: $25,000

  The Japan Trade Representative is a professional advisor that provides consultant services to the City on activities with Japan. The Japan Trade Representative will act as an ambassador for the City in Japan to promote our Sister City relationship and economic development objectives. The City's Representative will promote and maintain the City's visibility and desirability as an industrial site location for Japanese industry and advise the City on Japanese capital investment and joint venture possibilities in the fields of research and development, manufacturing, assembly, warehouse and distribution, education and medicine.

- **San Antonio Zoological Society**
  Other Funds FY 2018 Budget: $306,597

  The San Antonio Zoological Society is a non-profit organization that operates the San Antonio Zoo and its exhibits. It is the mission of the San Antonio Zoological Society to foster appreciation and concern for all living things. The contract provides funding for marketing and public affairs, as well as membership expenses.

- ***Avenida Guadalupe Association (AGA)***
  General Fund FY 2018 Budget: $142,000

  The Avenida Guadalupe Association focuses on revitalizing the physical, cultural, and economic conditions of the neighborhoods in the historic Westside of San Antonio. AGA works to encourage economic and housing development efforts to support urban renewal. AGA will be reimbursed for operating expenses related to maintenance of a City facility as well as promotion and celebration of Hispanic culture in an effort to generate and maintain vitality and development in the neighborhood.

- **San Antonio Economic Development Corporation (SAEDC)**
  General Fund FY 2018 Budget: $200,000

  The San Antonio Economic Development Corporation (SAEDC) is a City Council-approved corporation authorized to invest in economic development projects, to receive a return on such investment, and distribute any compensation back to the City.

OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS
FY 2018 PROPOSED

- **HemisFair Park Area Redevelopment Local Government Corporation**
  General Fund FY 2018 Budget: $1,687,000

  Funding in the amount of $1,687,000 is included for the HemisFair Park Area Redevelopment Corporation to assist in the development and redevelopment of HemisFair Park and its surrounding area by promoting economic development and stimulating business, housing and commercial activity.

- **SA 2020**
  General Fund FY 2018 Budget: $167,660

  This provides funding for SA2020 to continue its mission of strengthening the City in eleven key vision areas. The funding will support data collection and analysis to track City progress towards SA2020 goals as well as provide SA2020 partner support by connecting partners with volunteers and assisting partners with program design and evaluation.
  .

- **San Antonio for Growth on the Eastside (SAGE)**
  General Fund FY 2018 Budget: $258,668
  Other Funds FY 2018 Budget: $100,000

  San Antonio for Growth on the Eastside is a non-profit organization serving as an economic development resource for current business owners and potential businesses moving into the community. This funding will be used to continue to promote, renew, and empower the economic and cultural vitality of San Antonio's Eastside.

- **Westside Development Corporation**
  General Fund FY 2018 Budget: $258,668
  Other Funds FY 2018 Budget: $100,000

  Funding will support the Westside Development Corporation, which focuses on economic development and redevelopment in the Westside of San Antonio.

- **Book Festival-San Antonio Library Foundation**
  General Fund FY 2018 Budget: $150,000

  Funding will support the annual Book Festival. This program promotes literature and literacy and offers book-lovers of every age up-close encounters with their favorite national, regional and local authors at presentations, panel discussions and signings.

OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS
FY 2018 PROPOSED

Memberships and Dues

The FY 2018 Proposed Budget provides funding for the following annual membership fees or dues to the following agencies in the amounts indicated below:

- **Alamo Area Council of Governments (AACOG)**
  General Fund FY 2018 Budget: $95,453

  The Alamo Area Council of Governments' general purpose is to plan for the unified, far-reaching development of the region, eliminate duplication of services, and promote economy and efficiency through coordination. AACOG organizes cooperative projects among local governments and is heavily involved in regional planning for the San Antonio area. AACOG also provides services and technical assistance to member governments in economic development, grant applications, planning, management, and other areas.

- **Airports Council International (ACI)**
  Airport Operating Fund FY 2018 Budget: $85,000

  Airports Council International is the global trade representative of the world's airports. ACI represents airports' interests with governments and international organizations like the International Civil Aviation Organization. ACI develops standards, policies and recommends practices for airports in the areas of safety, security and environmental initiatives. ACI also offers its members information and training opportunities, a customer service benchmarking program, detailed statistical analyses and practical publications.

- **Austin-SA Corridor Council**
  General Fund FY 2018 Budget: $50,000

  The Austin-SA Corridor Council is a private, non-profit corporation which serves as a forum for the discussion of regional issues in the Austin and San Antonio area. The Council aims to promote the region's economic development, as well as the long range planning and implementation of regional infrastructure.

- **Free Trade Alliance**
  General Fund FY 2018 Budget: $180,000

  The Free Trade Alliance is a Texas, non-profit corporation tasked with the purpose of promoting San Antonio as the center for trade in the Americas, to promote San Antonio's economic development objectives in China, and to maximize international business opportunities for San Antonio through the North American Free Trade Agreement (NAFTA). The Free Trade Alliance is comprised of individuals and community organizations headed by the City, the Greater San Antonio Chamber of Commerce, the San Antonio Hispanic Chamber of Commerce, the San Antonio Economic Development Foundation (EDF), San Antonio Water System, Port San Antonio, Bexar County, and CPS Energy.

OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS
FY 2018 PROPOSED

- **National League of Cities**
  General Fund FY 2018 Budget: $35,000

  The National League of Cities (NLC) serves as a resource to advocate for the more than 19,000 cities, villages, and towns it represents. NLC advocates for cities in Washington, D.C. through full-time lobbying, provides programs and services to local leaders, and provides a network for informing leaders of critical issues and communicating with other cities.

- **San Antonio Mobility Coalition**
  General Fund FY 2018 Budget: $63,000

  The San Antonio Mobility Coalition was created in 2001 to bring focus to the community's short and long-range transportation funding needs. The group identifies and advocates funding for multi-modal transportation solutions (highway, arterial, transit, freight rail, commuter rail, bicycle and pedestrian improvements) for the San Antonio Metropolitan area. SAMCo identifies and coordinates infrastructure improvements in the area in partnership with the appropriate government and business entities. Once projects are identified, SAMCo coordinates member cities and groups to utilize all available resources toward leveraging additional local, state and federal transportation funds.

- **Texas Municipal League**
  General Fund FY 2018 Budget: $49,972

  The Texas Municipal League (TML) exists to serve the needs and advocate the interests of its member cities in Texas. TML lobbies for its member cities before legislative, administrative and judicial bodies at the state and federal levels. TML also sponsors and conducts conferences, seminars, meetings and workshops for the purpose of studying municipal issues and exchanging information.

- **San Antonio Metropolitan Partnership for Energy (Build San Antonio Green)**
  Other Funds FY 2018 Budget: $85,000

  The San Antonio Metropolitan Partnership for Energy coordinates with the City of San Antonio, Bexar County, CPS Energy, San Antonio Water System, VIA Metropolitan Transit, Alamo Area Council of Governments, and the Bexar County Council of Cities to develop and implement energy and emission reduction policies for air quality improvement, water conservation, energy efficiency and renewable energy. In 2015, Build San Antonio Green and Solar San Antonio merged to form one organization. The consolidated organization will continue to provide technical workshops on energy efficiency, conservation, renewable energy and green building, promote the Build San Antonio Green program by certifying green-built homes in San Antonio while continuously transforming San Antonio into a leader in renewable energy through actively encouraging the widespread use of solar and other renewable, sustainable energy sources.

OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS
FY 2018 PROPOSED

- **United States Green Building Council**
  Other Funds FY 2018 Budget: $1,500

  The Washington, D.C.-based U.S. Green Building Council (USGBC) is a non-profit organization committed to promoting cost-efficient and energy-saving green buildings. USGBC supports green building products and services through the LEED Green Building Rating System. The LEED Green Building Certification System is the preeminent program for rating the design, construction and operation of green buildings. USGBC provides educational programs on green design, construction and operations for professionals in the building industry. USGBC also advocates at all levels of government for policies and initiatives that enable and encourage a sustainable built environment.

- **Urban Sustainability Directors Network**
  Other Funds FY 2018 Budget: $6,400

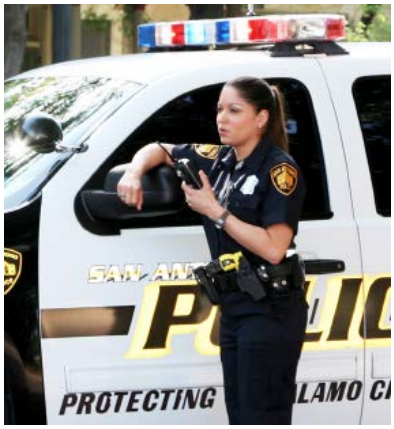
  The Urban Sustainability Directors Network (USDN) is a network dedicated to creating a healthier environment, economic prosperity, and increased social equity. The network enables sustainability directors and staff to share best practices and accelerate the application of good ideas across cities.

- **US Conference of Mayors**
  General Fund FY 2018 Budget: $40,235

  The US Conference of Mayors is the official nonpartisan organization of cities with populations of 30,000 or more. The organization promotes the development of effective national urban/suburban policy, strengthens federal-city relationships, ensures that federal policy meets urban needs, and creates a forum in which mayors can share ideas and information. The organization assists mayors and cities directly through information, analysis, training, and technical assistance on city issues.

- **National Forum for Black Public Administrators**
  General Fund FY 2018 Budget: $15,000

  The National Forum for Black Public Administrators is committed to strengthening the position of Blacks within the field of public administration; to increase the number of Blacks appointed to executive positions in public service organizations; and, to groom and prepare younger, aspiring administrators for senior public management posts in the years ahead.









CAPITAL BUDGET

Six-Year Capital Improvements Program

The FY 2018 through FY 2023 Capital Improvements Program for the City of San Antonio totals $1.91 billion. The six-year program contains 413 projects and represents the City's long range physical infrastructure development and improvement plan. Items in the six-year scope include new streets and sidewalks, drainage enhancement projects, park and library facility rehabilitation projects, aquifer land acquisition and linear park development, public health and safety enhancement including a fire station replacement, airport system improvements, technology improvements, flood control projects and municipal facility construction and refurbishment projects. The One-Year Capital Budget for FY 2018 totals $639 million. The following table details the planned expenditures by program area:

FY 2018 – FY 2023 Capital Program by Category
($ in Thousands)

Program Category	FY 2018 Amount	FY 2018 - FY 2023 Amount	Percentage
Streets	$ 197,101	$729,739	30.8%
Parks	89,010	384,268	13.9%
Air Transportation	86,375	277,150	13.5%
Drainage	67,217	182,654	10.5%
Municipal Facilities	123,189	143,989	19.6%
Information Technology	54,781	104,781	8.6%
Law Enforcement	7,999	29,060	1.3%
Libraries	5,374	25,147	0.8%
Fire Protection	4,987	13,410	0.5%
Neighborhood Improvements	3,000	20,000	0.5%
Total FY 2018 Program Category	**$ 639,033**	**$ 1,910,198**	**100.0%**

The Capital Program is funded by various sources including the 2017 General Obligation Bonds, the Airport Passenger Facility Charge, Certificates of Obligation, Self-Supporting Certificates of Obligation, and other funding. The table below details the planned revenues by program area for FY 2018 and the total Capital Budget Program from FY 2018 through FY 2023:

FY 2018 – FY 2023 Capital Program by Revenue Source
($ in Thousands)

Revenue Source	FY 2018 Amount	FY 2018 - FY 2023 Amount	Percentage
2007 G.O. Bonds	$ 19,379	$ 19,679	1.0%
2012 G.O. Bonds	55,459	55,459	2.9%
2017 G.O. Bonds	132,881	837,476	44.0%
Aviation Funding	86,376	274,115	14.4%
Certificates of Obligation	225,293	448,670	23.6%
Other[1]	116,886	272,040	14.0%
Grant Funding	2,759	2,759	0.1%
Total FY 2018 Revenue	**$ 639,033**	**$ 1,910,198**	**100.0%**

[1] *Includes Alamodome, Edward Aquifer Program, and Linear Creekway Program.*

CAPITAL IMPROVEMENTS PROGRAM BY FUNCTION, PROGRAM AND PROJECT WITH PROJECTED REVENUE SOURCE(S), SCOPE AND COUNCIL DISTRICT LOCATION(S) For FY 2018 Through FY 2023

(Dollars In Thousands)

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
GENERAL GOVERNMENT							
INFORMATION TECHNOLOGY							
ENTERPRISE LAND MANAGEMENT SYSTEM							
DEVELOPMENT SERVICES FUND	9,000	0	0	0	0	0	9,000
Total	**9,000**	**0**	**0**	**0**	**0**	**0**	**9,000**
Council District(s) CW	Project (09-00065) - This project provides funding for the modernization of permitting and code enforcement software systems. The new systems will help citizens apply for permits, check the status of a violation, and offer historical information for a particular property.						
IT INFRASTRUCTURE REPLACEMENT							
UNISSUED TAX NOTES	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Total	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**60,000**
Council District(s) CW	Project (09-00058) - This project will provide funding to replace existing technology infrastructure.						
NEW TECHNOLOGY PROJECTS							
2017 CERTIFICATES OF OBLIGATION	4,850	0	0	0	0	0	4,850
Total	**4,850**	**0**	**0**	**0**	**0**	**0**	**4,850**
Council District(s) CW	Project (09-00061) - This project will provide funding for new technology projects.						
RADIO AND SYSTEM REPLACEMENT							
2016 CERTIFICATES OF OBLIGATION	5,800	0	0	0	0	0	5,800
2017 CERTIFICATES OF OBLIGATION	5,800	0	0	0	0	0	5,800
UNISSUED CERTIFICATES OF OBLIGATION	15,826	0	0	0	0	0	15,826
Total	**27,426**	**0**	**0**	**0**	**0**	**0**	**27,426**
Council District(s) CW	Project (09-00051) - This project provides funding for replacing the existing radio system.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
GENERAL GOVERNMENT							
INFORMATION TECHNOLOGY							
SMART CITIES PROJECTS							
2017 TAX NOTES	3,505	0	0	0	0	0	3,505
Total	**3,505**	**0**	**0**	**0**	**0**	**0**	**3,505**

Council District(s)

CW

Project (11-00001) - This project provides funding for implementing Smart City technologies.

TOTAL INFORMATION TECHNOLOGY	**54,781**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**104,781**
GENERAL GOVERNMENT							
MUNICIPAL FACILITIES							
ALAMEDA THEATER RESTORATION							
UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION	8,500	0	0	0	0	0	8,500
Total	**8,500**	**0**	**0**	**0**	**0**	**0**	**8,500**

Council District(s)

1

Project (23-01541) - This project provides funding for renovations to the theater that will become a multi-use space, including repurposing the stage house to accommodate a 200 seat black box theater and providing approximately 70,500 square feet of office and studio space. Additionally, this program will provide funds for mural opportunities.

ALAMO PLAZA							
2016 CERTIFICATES OF OBLIGATION	7,000	0	0	0	0	0	7,000
UNISSUED CERTIFICATES OF OBLIGATION	10,000	0	0	0	0	0	10,000
Total	**17,000**	**0**	**0**	**0**	**0**	**0**	**17,000**

Council District(s)

CW

Project (23-01496) - This project will provide funding for Alamo Plaza.

ALAMODOME PUBLIC WI-FI SYSTEM							
CONVENTION AND SPORTS FACILITIES FUND	3,000	0	0	0	0	0	3,000
Total	**3,000**	**0**	**0**	**0**	**0**	**0**	**3,000**

Council District(s)

CW

Project (45-00025) - This project will provide funding for the procurement and installation of a Public Wireless (Wi-Fi) system to be installed throughout the Alamodome to provide public wireless communications to attendees of events at the Alamodome.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
GENERAL GOVERNMENT							
MUNICIPAL FACILITIES							
ALAMODOME RENOVATION							
2015 SELF SUPPORTING TAXABLE CERTIFICATES OF OBLIGATION	5,548	0	0	0	0	0	5,548
ALAMODOME IMPROVEMENT AND CONTINGENCY FUND	9,695	0	0	0	0	0	9,695
ENERGY EFFICIENCY FUND	700	0	0	0	0	0	700
Total	**15,943**	**0**	**0**	**0**	**0**	**0**	**15,943**

Council District(s)

2

Project (45-00030) - This project provides funding for major renovations to the Alamodome to accommodate the needs of the NCAA Final 4 basketball tournament.

CITYWIDE FACILITY NEEDS							
UNISSUED CERTIFICATES OF OBLIGATION	5,000	0	0	0	0	0	5,000
Total	**5,000**	**0**	**0**	**0**	**0**	**0**	**5,000**

Council District(s)

CW

Project (35-00001) - This project provides funding for addressing citywide deferred maintenance facility needs.

LESLIE ROAD SERVICE CENTER							
2006 CERTIFICATES OF OBLIGATION	856	0	0	0	0	0	856
2016 SELF SUPPORTING CERTIFICATES OF OBLIGATION	4,390	0	0	0	0	0	4,390
2017 SELF-SUPPORTING CERTIFICATES OF OBLIGATION	7,000	0	0	0	0	0	7,000
UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION	17,550	0	0	0	0	0	17,550
Total	**29,796**	**0**	**0**	**0**	**0**	**0**	**29,796**

Council District(s)

CW

Project (40-00434) - This project provides funding for the design and construction of a new facility needed to replace the Culebra Road service center.

MARINA ELECTRICAL RETROFITS							
2017 SELF-SUPPORTING CERTIFICATES OF OBLIGATION	2,635	0	0	0	0	0	2,635
Total	**2,635**	**0**	**0**	**0**	**0**	**0**	**2,635**

Council District(s)

1

Project (19-00021) - This project provides funding for the design of a new river barge fleet and construction of a prototype barge.

NEW PARKING GARAGE							
UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION	0	5,000	13,139	0	0	0	18,139
Total	**0**	**5,000**	**13,139**	**0**	**0**	**0**	**18,139**

Council District(s)

CW

Project (40-00208) - This project provides funding for constructing a new parking garage to address demand for parking in the central business district.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
GENERAL GOVERNMENT							
MUNICIPAL FACILITIES							
PARKING FACILITY IMPROVEMENTS							
PARKING IMPROVEMENT AND CONTINGENCY FUND	1,260	1,180	1,250	230	0	0	3,920
Total	**1,260**	**1,180**	**1,250**	**230**	**0**	**0**	**3,920**

Council District(s)

1

Project (19-00014) - This project provides funding for parking facility improvements and deferred maintenance for existing garages and lots.

PARKING TRAILBLAZING SIGNAGE SYSTEM							
PARKING IMPROVEMENT AND CONTINGENCY FUND	150	0	0	0	0	0	150
Total	**150**	**0**	**0**	**0**	**0**	**0**	**150**

Council District(s)

1

Project (19-00013) - This project provides funding for the development and implementation of a Parking Trailblazing Signage System for the Central Business District, to include public and privately operated garages.

RESERVE FOR FUTURE CAPITAL PROJECTS							
2007 GO DRAINAGE IMPROVEMENT BOND-B	3,800	0	0	0	0	0	3,800
2012 GO DRAINAGE IMPROVEMENT BOND-A	800	0	0	0	0	0	800
UNISSUED CERTIFICATES OF OBLIGATION	3,000	0	0	0	0	0	3,000
Total	**7,600**	**0**	**0**	**0**	**0**	**0**	**7,600**

Council District(s)

CW

Project (40-00445) - This project will provide funding for capital projects identified throughout the fiscal year.

SOUTHEAST SERVICE CENTER							
2006 CERTIFICATES OF OBLIGATION	856	0	0	0	0	0	856
2017 CERTIFICATES OF OBLIGATION	1,500	0	0	0	0	0	1,500
2017 SELF-SUPPORTING CERTIFICATES OF OBLIGATION	1,500	0	0	0	0	0	1,500
UNISSUED CERTIFICATES OF OBLIGATION	14,000	0	0	0	0	0	14,000
UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION	14,000	0	0	0	0	0	14,000
Total	**31,856**	**0**	**0**	**0**	**0**	**0**	**31,856**

Council District(s)

CW

Project (23-01501) - This project provides funding for the relocation of the Southeast Service Center to include land acquisition and preliminary design.

WESTSIDE EDUCATION & TRAINING CENTER							
2015 CERTIFICATES OF OBLIGATION	450	0	0	0	0	0	450
Total	**450**	**0**	**0**	**0**	**0**	**0**	**450**

Council District(s)

6

Project (19-00017) - This project provides funding for the development of the Westside Education & Training Center.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TOTAL MUNICIPAL FACILITIES	**123,190**	**6,180**	**14,389**	**230**	**0**	**0**	**143,989**
GENERAL GOVERNMENT							
NEIGHBORHOOD IMPROVEMENTS							
NEIGHBORHOOD IMPROVEMENTS							
2017 GO NEIGHBORHOOD IMPROVEMENT BOND	3,000	17,000	0	0	0	0	20,000
Total	**3,000**	**17,000**	**0**	**0**	**0**	**0**	**20,000**

Council District(s)

CW

Project (23-01738) - Acquire properties within 12 identified Neighborhood Improvement Areas; improve and dispose of acquired property to facilitate private sector development of single-family, multi-family or mixed-use projects; consistent with the City's 2017 Urban Renewal Plan.

TOTAL NEIGHBORHOOD IMPROVEMENTS	**3,000**	**17,000**	**0**	**0**	**0**	**0**	**20,000**
TOTAL GENERAL GOVERNMENT	**180,971**	**33,180**	**24,389**	**10,230**	**10,000**	**10,000**	**268,770**
PUBLIC HEALTH & SAFETY							
DRAINAGE							
AULDINE DRIVE & BURR OAK DRIVE (ALLEY TO OUTFALL)							
2017 GO DRAINAGE IMPROVEMENT BOND	15	383	934	1,463	0	0	2,795
Total	**15**	**383**	**934**	**1,463**	**0**	**0**	**2,795**

Council District(s)

9

Project (23-01622) - Reconstruct alleyway and improvements to existing storm drain system and outfall in the Dreamland Oaks area to include curbs, sidewalks and driveway approaches as needed.

BARBARA DRIVE AREA DRAINAGE							
STORM WATER REGIONAL FACILITIES FUND	4,800	0	0	0	0	0	4,800
Total	**4,800**	**0**	**0**	**0**	**0**	**0**	**4,800**

Council District(s)

1

Project (23-01398) - This project provides funding for assisting Bexar County Flood Control with funding of the Barbara Drive project. Design, construction, and real estate acquisition funding assistance will be considered.

BARBARA DRIVE DRAINAGE PHASE 2							
2017 GO DRAINAGE IMPROVEMENT BOND	872	1,312	4,454	2,045	0	0	8,683
Total	**872**	**1,312**	**4,454**	**2,045**	**0**	**0**	**8,683**

Council District(s)

1

Project (23-01623) - Continuation of a multi-phase improvement project to relocate the floodplain away from structures. This proposed phase will replace a section of existing undersized storm drain system to include curbs, sidewalks and driveway approaches as needed.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
BEITEL CREEKWAY							
2017 GO DRAINAGE IMPROVEMENT BOND	985	359	0	0	0	0	1,344
Total	**985**	**359**	**0**	**0**	**0**	**0**	**1,344**

Council District(s)
10

Project (23-01624) - Funding contribution for reclamation and cleaning of properties along Beitel Creek allowing space for potential future linear park system along the creek eventually connecting to the Salado Creek Greenway and Lady Bird Johnson Park.

BELFAST DRIVE & JANDA SUSAN ROAD AREA PHASE 2							
2017 GO DRAINAGE IMPROVEMENT BOND	2,250	153	0	0	0	0	2,403
Total	**2,250**	**153**	**0**	**0**	**0**	**0**	**2,403**

Council District(s)
1

Project (23-01625) - Continuation of the 2012 Bond Project to provide flooding relief to neighborhood streets and properties. This phase includes continuation of a storm drain system and reconstruction of affected streets which may include curbs, sidewalks and driveway approaches.

BIG SKY DRAINAGE							
2007 GO DRAINAGE IMPROVEMENT BOND-B	100	0	0	0	0	0	100
Total	**100**	**0**	**0**	**0**	**0**	**0**	**100**

Council District(s)
4

Project (23-01768) - Replacement of existing drainage system in the Big Sky Dr. cul-de-sac.

BLOSSOM PARK (LOTUS BLOSSOM STREET)							
2017 GO DRAINAGE IMPROVEMENT BOND	107	223	1,066	0	0	0	1,396
Total	**107**	**223**	**1,066**	**0**	**0**	**0**	**1,396**

Council District(s)
9

Project (23-01626) - Channel improvements to relieve area flooding and channel erosion to include curbs, sidewalks and driveway approaches.

CASTLERIDGE/SLICK RANCH FLOOD PLAIN IMPROVEMENT							
2005 STORM WATER REVENUE BOND	2,359	71	0	0	0	0	2,430
STORM WATER REGIONAL FACILITIES FUND	0	1,856	0	0	0	0	1,856
Total	**2,359**	**1,927**	**0**	**0**	**0**	**0**	**4,286**

Council District(s)
6

Project (23-01484) - Includes design and environmental phase of 3,100 linear foot section of Slick Ranch Creek. Project will deepen and widen earthen channel in order to remove approximately 395 properties from the 100-year floodplain.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
CEDARHURST DRIVE AREA (DUMONT DRIVE TO EAGLEROCK DRIVE)							
2017 GO DRAINAGE IMPROVEMENT BOND	768	846	3,354	4,183	0	0	9,151
Total	**768**	**846**	**3,354**	**4,183**	**0**	**0**	**9,151**
Council District(s) 4	Project (23-01627) - Construction of a storm drain system along Cedarhurst Drive and improvements to the existing drainage outfall to provide flooding relief to Springvale neighborhood streets and properties. This proposed phase includes street reconstruction, curbs, sidewalks and driveway approaches as needed.						
CONCEPCION CREEK OUTFALL							
STORM WATER REGIONAL FACILITIES FUND	1,690	0	0	0	0	0	1,690
Total	**1,690**	**0**	**0**	**0**	**0**	**0**	**1,690**
Council District(s) 3	Project (23-01757) - This project will reconstruct the outfall to Concepcion Creek due to destructive storm events resulting in unrepairable damages.						
CONCEPCION CREEK PHASE 1							
STORM WATER REGIONAL FACILITIES FUND	4,000	0	0	0	0	0	4,000
Total	**4,000**	**0**	**0**	**0**	**0**	**0**	**4,000**
Council District(s) 3	Project (23-01756) - This project will acquire property along the creek to widen and improve the creek to accommodate the flood waters. This project will improve the S. Flores St. Bridge to accommodate the flows and will modify the outfall at the San Antonio River to minimize erosion on the river.						
DARTMOOR AREA DRAINAGE IMPROVEMENT							
STORM WATER OPERATING FUND	330	0	0	0	0	0	330
Total	**330**	**0**	**0**	**0**	**0**	**0**	**330**
Council District(s) 4	Project (23-01755) - This project will reduce storm runoff entering affected properties by installing an 18 inch high retaining wall in the adjacent alley.						
EISENHAUER ROAD/NORTHWOOD-DEVONSHIRE DRIVE AREA PHASE 1							
2017 GO DRAINAGE IMPROVEMENT BOND	480	733	2,723	4,053	0	0	7,989
Total	**480**	**733**	**2,723**	**4,053**	**0**	**0**	**7,989**
Council District(s) 10	Project (23-01628) - Channel improvements to relieve flooding to affected areas during major storm events at street crossings. Project allows for future phases to address street flooding along Devonshire Drive, Seidel Road, Vandiver Road and Eisenhauer Road to include curbs, sidewalks and driveway approaches as needed.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
ESMA STREET AREA							
2017 GO DRAINAGE IMPROVEMENT BOND	453	1,062	5,040	2,599	0	0	9,154
Total	**453**	**1,062**	**5,040**	**2,599**	**0**	**0**	**9,154**

Council District(s)

3

Project (23-01629) - Construction of a storm drain system in the Esma Street area to provide flooding relief to neighborhood streets and properties to include curbs, sidewalks and driveway approaches as needed.

GILLETTE BLVD RECONSTRUCTION & DRAINAGE IMPROVEMENTS							
STORM WATER OPERATING FUND	1,090	0	0	0	0	0	1,090
Total	**1,090**	**0**	**0**	**0**	**0**	**0**	**1,090**

Council District(s)

3

Project (23-01486) - This project provides funding for the installation of an underground drainage system needed to alleviate flooding along Gillette Blvd. and ties into an existing system on Moursund Blvd. The project will also include reconstructing Gillette Blvd. from Garnett Ave. to Moursund Blvd.

HEARNE AVE. DRAINAGE IMPROVEMENTS							
STORM WATER OPERATING FUND	130	0	0	0	0	0	130
Total	**130**	**0**	**0**	**0**	**0**	**0**	**130**

Council District(s)

5

Project (23-01754) - This project will provide drainage relief to surrounding residents by grading a drainage easement along Hearne in order to create a drainage channel.

LACKLAND CORRIDOR							
2007 GO STREET IMPROVEMENT BOND-B	300	0	0	0	0	0	300
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	2,020	0	0	0	0	0	2,020
STORM WATER OPERATING FUND	2,321	0	0	0	0	0	2,321
Total	**4,641**	**0**	**0**	**0**	**0**	**0**	**4,641**

Council District(s)

4

Project (23-01455) - This project funds the design and construction of a monument at the corner of HWY 90 and Southwest Military. Funding also includes the demolition of an existing drainage structure, relocation of existing utilities in the TxDOT ROW, development of the LID filtration basin and installation of basic utility infrastructure around and adjacent to the Phase I gateway monument.

MCCULLOUGH AVENUE AREA DRAINAGE							
2012 GO DRAINAGE IMPROVEMENT BOND	4,239	0	0	0	0	0	4,239
Total	**4,239**	**0**	**0**	**0**	**0**	**0**	**4,239**

Council District(s)

1

Project (40-00327) - This project will design and construct storm drain systems and reconstruct the affected roadways to reduce the storm water runoff to the lower level of IH 35.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
MOURSUND STORM DRAIN RECONSTRUCTION							
STORM WATER OPERATING FUND	600	0	0	0	0	0	600
Total	**600**	**0**	**0**	**0**	**0**	**0**	**600**

Council District(s)
3

Project (23-01549) - This project provides funding for replacing an existing dual 60" Corrugated Metal Pipe (CMP) stream with an 8'X6' concrete box culvert from W. Ansley Blvd. to Dorsey Dr. This project will also include reconstruction of Moursund Blvd. for the length of the project. However, the cost estimate includes pavement reconstruction only; sidewalks, curbs and driveway approaches will not be included as they are in good condition.

NORTH NEW BRAUNFELS AVENUE (COMPREHENSIVE DRAINAGE STUDY)							
2017 GO DRAINAGE IMPROVEMENT BOND	24	1	0	0	0	0	25
Total	**24**	**1**	**0**	**0**	**0**	**0**	**25**

Council District(s)
10

Project (23-01630) - Leverage funding toward the completion of a comprehensive drainage study to identify how best to address drainage of North New Braunfels area.

OLMOS CREEK ECOSYSTEM RESTORATION							
STORM WATER REGIONAL FACILITIES FUND	226	0	0	0	0	0	226
Total	**226**	**0**	**0**	**0**	**0**	**0**	**226**

Council District(s)
1

Project (23-01440) - This project will provide funding for the Olmos Creek Restoration Plan developed by the U.S. Army Corps of Engineers.

PANTHER SPRINGS CREEK RESTORATION							
2017 GO DRAINAGE IMPROVEMENT BOND	209	264	622	0	0	0	1,095
Total	**209**	**264**	**622**	**0**	**0**	**0**	**1,095**

Council District(s)
9

Project (23-01631) - Improvements to the existing natural channel to improve water flow and remove standing water.

PASO DEL NORTE STREET (SHADY OAKS)							
2017 GO DRAINAGE IMPROVEMENT BOND	475	580	2,325	927	0	0	4,307
Total	**475**	**580**	**2,325**	**927**	**0**	**0**	**4,307**

Council District(s)
9

Project (23-01632) - Drainage improvements to six low water crossings to provide flood relief and emergency access during flood conditions to the Shady Oaks neighborhood and Bradley Middle School to include curbs, sidewalks and driveway approaches as needed.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
PORT SAN ANTONIO							
2017 GO DRAINAGE IMPROVEMENT BOND	4,784	8,598	8,621	495	0	0	22,498
Total	**4,784**	**8,598**	**8,621**	**495**	**0**	**0**	**22,498**

Council District(s)
4

Project (23-01633) - Expand drainage infrastructure at Port San Antonio to provide adequate storm water capacity and reduce on-going flooding risks.

PUBLIC ART							
2017 GO DRAINAGE IMPROVEMENT BOND	1,389	0	0	0	0	0	1,389
Total	**1,389**	**0**	**0**	**0**	**0**	**0**	**1,389**

Council District(s)
CW

Project (23-01640) - This bond proposition allocates one percent of funding for the construction, improvement and installation of public art that is accessible to the general public, within the city limits, related to projects in this proposition, and in accordance with City Council adopted policies and procedures.

RECTOR ROAD REHAB PHASE 2							
STORM WATER OPERATING FUND	300	0	0	0	0	0	300
Total	**300**	**0**	**0**	**0**	**0**	**0**	**300**

Council District(s)
1

Project (23-01753) - This second phase of the project will continue with the rehabilitation of the failing corrugated metal pipe system. This project will rehabilitate the second parallel 66" CMP barrel. The first barrel was rehabilitated in May 2017, via Spin Cast Technology. The second barrel was investigated and found to be in need of rehabilitation as it showed significant rusting and some tearing in the pipe.

REDLAND RD NORTH DRAINAGE (LOOP 1604 TO RIDGEWOOD PARKWAY)							
2012 GO DRAINAGE IMPROVEMENT BOND	3,265	0	0	0	0	0	3,265
Total	**3,265**	**0**	**0**	**0**	**0**	**0**	**3,265**

Council District(s)
10

Project (40-00426) - This project provides funding to reconstruct and widen Redland to five lanes which will include bike lanes, curbs, sidewalks, driveway approaches, traffic signal improvements and drainage improvements as needed. This project may include acquisition of necessary right of way.

SALADO CREEK TRIBUTARY B RESTORATION							
2007 GO DRAINAGE IMPROVEMENT BOND-B	700	0	0	0	0	0	700
STORM WATER REGIONAL FACILITIES FUND	1,011	0	0	0	0	0	1,011
Total	**1,711**	**0**	**0**	**0**	**0**	**0**	**1,711**

Council District(s)
CW

Project (23-01394) - This project provides funding for replacing the existing channel with a new concrete-lined channel. This project will also widen a section of the channel and may include acquisition of necessary right of way.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
SAN PEDRO AND SAN ANTONIO TUNNEL PROJECT							
STORM WATER REGIONAL FACILITIES FUND	500	0	0	0	0	0	500
Total	**500**	**0**	**0**	**0**	**0**	**0**	**500**
Council District(s) 1	Project (23-01752) - This project will inspect the San Antonio River tunnel and determine the current condition for possible needed repairs or cleaning.						
SAN PEDRO CREEK							
2017 GO DRAINAGE IMPROVEMENT BOND	5,814	5,814	2,262	0	0	0	13,890
Total	**5,814**	**5,814**	**2,262**	**0**	**0**	**0**	**13,890**
Council District(s) CW	Project (23-01634) - Leverage local funding to support a improvements associated with the drainage components of Phase 1 and 2 of the San Pedro Creek Restoration Project.						
SEELING CHANNEL PHASE 3							
2017 GO DRAINAGE IMPROVEMENT BOND	1,416	1,646	6,732	8,168	0	0	17,962
Total	**1,416**	**1,646**	**6,732**	**8,168**	**0**	**0**	**17,962**
Council District(s) 7	Project (23-01635) - Continuation of multi-phase floodplain improvement project of Seeling Channel from Morning Glory to upstream of St. Cloud to include curbs, sidewalks and driveway approaches as needed.						
SEELING CHANNEL PHASE II DRAINAGE							
2012 GO DRAINAGE IMPROVEMENT BOND	1,674	0	0	0	0	0	1,674
Total	**1,674**	**0**	**0**	**0**	**0**	**0**	**1,674**
Council District(s) 7	Project (40-00427) - Reconstruct Seeling Channel, from Wilson to Morning Glory, to improve drainage and minimize flooding. This is a continuation of the Phase I project funded from the 2007-2012 Bond Program.						
SOUTH PINE STREET/GREER STREET PHASE 1							
2017 GO DRAINAGE IMPROVEMENT BOND	602	929	4,616	1,841	0	0	7,988
Total	**602**	**929**	**4,616**	**1,841**	**0**	**0**	**7,988**
Council District(s) 3	Project (23-01636) - Construction of a storm drain system in Highland Park area to provide flooding relief to neighborhood streets and properties. This proposed phase includes curbs, sidewalks and driveway approaches as needed.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
STAHL ROAD CULVERT CROSSING							
STORM WATER OPERATING FUND	110	0	0	0	0	0	110
Total	**110**	**0**	**0**	**0**	**0**	**0**	**110**

Council District(s)
10

Project (23-01751) - This project will upgrade two crossing culverts and channel improvements to improve water conveyance along Stahl Rd. This project would excavate and remove the existing 18" CMP pipe culverts and replace them with 48" Duramax Pipe and desilt and regrade approximately 1,700' x 10' of the earthen channel for positive storm water conveyance at the two Low Water Crossings on Stahl Rd.

STORM WATER REGIONAL MASTER PLAN - PH II							
STORM WATER REGIONAL FACILITIES FUND	500	0	0	0	0	0	500
Total	**500**	**0**	**0**	**0**	**0**	**0**	**500**

Council District(s)
CW

Project (23-01750) - This project will continue the development of the Local Master Plan for all watersheds in San Antonio.

THOUSAND OAKS EROSION PROTECTION							
STORM WATER OPERATING FUND	460	0	0	0	0	0	460
Total	**460**	**0**	**0**	**0**	**0**	**0**	**460**

Council District(s)
10

Project (23-01749) - This project will provide erosion protection for the bluff along Thousand Oaks near Morgan's Wonderland.

TOPEKA BLVD RECONSTRUCTION & DRAINAGE IMPROVEMENTS							
2007 GO DRAINAGE IMPROVEMENT BOND-B	100	0	0	0	0	0	100
STORM WATER OPERATING FUND	500	0	0	0	0	0	500
Total	**600**	**0**	**0**	**0**	**0**	**0**	**600**

Council District(s)
3

Project (23-01490) - This project provides funding for the reconstruction of Topeka Blvd. from S Presa St. to S Hackberry St. Project needed to alleviate flooding issues along the roadway.

UPLAND ROAD							
2017 GO DRAINAGE IMPROVEMENT BOND	380	864	3,351	2,305	0	0	6,900
Total	**380**	**864**	**3,351**	**2,305**	**0**	**0**	**6,900**

Council District(s)
2

Project (23-01637) - Construction of a storm drain system in the Eastwood Village area to provide ponding and erosion relief to the neighborhood streets and properties. This proposed phase includes street reconstruction, curbs, sidewalks and driveway approaches as needed.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
UPPER LEON CREEK							
2007 GO DRAINAGE IMPROVEMENT BOND	2,800	0	0	0	0	0	2,800
STORM WATER REGIONAL FACILITIES FUND	1,937	563	0	0	0	0	2,500
Total	**4,737**	**563**	**0**	**0**	**0**	**0**	**5,300**

Council District(s)
8

Project (23-03730) - This project will acquire properties necessary for the construction of regional detention facilities.

UPPER LEON CREEK RSWF							
2007 GO DRAINAGE IMPROVEMENT BOND	2,791	0	0	0	0	0	2,791
Total	**2,791**	**0**	**0**	**0**	**0**	**0**	**2,791**

Council District(s)
8

Project (40-00065) - This project will acquire properties necessary for the construction of regional stormwater facilities.

VANCE JACKSON ROAD LOW-WATER CROSSINGS							
2017 GO DRAINAGE IMPROVEMENT BOND	620	727	3,571	1,426	0	0	6,344
Total	**620**	**727**	**3,571**	**1,426**	**0**	**0**	**6,344**

Council District(s)
CW

Project (23-01638) - Improve low water crossings along Vance Jackson Road at Orsinger Lane and south of Treehill Street to enhance safety and mobility. This proposed phase includes street reconstruction, curbs, sidewalks and driveway approaches as needed.

W. SUMMIT ALLEY #30 DRAINAGE IMPROVEMENT							
STORM WATER OPERATING FUND	720	0	0	0	0	0	720
Total	**720**	**0**	**0**	**0**	**0**	**0**	**720**

Council District(s)
7

Project (23-01748) - This project will reduce storm runoff entering affected properties by installing a storm drain system that outfalls into Alazan Creek.

WEST MILITARY DRIVE & WESTMAR DRIVE AREA							
2017 GO DRAINAGE IMPROVEMENT BOND	860	939	3,710	4,629	0	0	10,138
Total	**860**	**939**	**3,710**	**4,629**	**0**	**0**	**10,138**

Council District(s)
6

Project (23-01639) - Construction of a storm drain system within Cable-Westwood/Lackland Terrace area to provide flooding relief to neighborhood streets and properties to include curbs, sidewalks and driveway approaches as needed.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
DRAINAGE							
WESTOVER VALLEY RELIEF CHANNEL							
STORM WATER REGIONAL FACILITIES FUND	125	0	0	0	0	0	125
Total	**125**	**0**	**0**	**0**	**0**	**0**	**125**

Council District(s)
CW

Project (23-01390) - This project provides funding for alleviating the risk of flooding to the Westover Valley Subdivision. The re-grading and concrete lining of the existing channel to Culebra Creek will capture runoff from upstream properties and convey it through a dedicated drainage easement. This is a design-only project.

WESTOVER VALLEY RELIEF CHANNEL - CONSTRUCTION							
STORM WATER REGIONAL FACILITIES FUND	2,500	0	0	0	0	0	2,500
Total	**2,500**	**0**	**0**	**0**	**0**	**0**	**2,500**

Council District(s)
6

Project (23-01492) - This project provides funding for the construction phase of widening and deepening an existing channel located directly behind houses along Sable Arrow and Gemsbuck Chase from Impala Street to Bushbuck Way. Project needed to alleviate flooding issues along this channel.

WOODLAWN-NEULON AREA DRAINAGE IMPROVEMENT							
STORM WATER OPERATING FUND	517	0	0	0	0	0	517
Total	**517**	**0**	**0**	**0**	**0**	**0**	**517**

Council District(s)
7

Project (23-01493) - This project provides funding for the construction of an earthen channel located west of Neulon Drive to intercept runoff inundating Neulon Dr. and homes along the roadway. Also includes reconstructing Neulon Dr. from W Woodlawn to the dead end.

TOTAL DRAINAGE	**67,218**	**27,923**	**53,381**	**34,134**	**0**	**0**	**182,656**
PUBLIC HEALTH & SAFETY							
FIRE PROTECTION							
FIRE STATION #24 REPLACEMENT							
2017 GO PUBLIC SAFETY IMPROVEMENT BOND	1,530	2,164	4,136	2,122	0	0	9,952
Total	**1,530**	**2,164**	**4,136**	**2,122**	**0**	**0**	**9,952**

Council District(s)
10 2

Project (23-01734) - Development of a new fire station to replace the exisiting Fire Station 24 built in 1956.

FIRE STATION 2 REPLACEMENT							
2015 CERTIFICATES OF OBLIGATION	1,457	0	0	0	0	0	1,457
Total	**1,457**	**0**	**0**	**0**	**0**	**0**	**1,457**

Council District(s)
4

Project (20-00011) - This project will provide funding for land acquisition, design and construction of a replacement facility for Fire Station 2. The Fire Department Renovation Master Plan of 2003 determined that this station needed major space additions, renovations, remodeling and repairs.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
FIRE PROTECTION							
FOSTER ROAD ANNEXATION							
UNISSUED CERTIFICATES OF OBLIGATION	2,000	0	0	0	0	0	2,000
Total	**2,000**	**0**	**0**	**0**	**0**	**0**	**2,000**

Council District(s)
4

Project (20-03404) - This project will provide funding for fire and medical services and one temporary station located in the Foster Road Annexation area.

TOTAL FIRE PROTECTION	**4,987**	**2,164**	**4,136**	**2,122**	**0**	**0**	**13,409**
PUBLIC HEALTH & SAFETY							
LAW ENFORCEMENT							
BATTERED WOMEN & CHILDREN'S SHELTER							
2017 GO PUBLIC SAFETY IMPROVEMENT BOND	849	0	0	0	0	0	849
Total	**849**	**0**	**0**	**0**	**0**	**0**	**849**

Council District(s)
CW

Project (23-01733) - Leverage funding towards construction of improvements to the Family Violence Prevention Services Battered Women & Children's Shelter to provide continued programs for families affected by domestic violence.

IN CAR VIDEO REPLACEMENT							
2016 TAX NOTES	1,538	0	0	0	0	0	1,538
UNISSUED TAX NOTES	3,300	0	0	0	0	0	3,300
Total	**4,838**	**0**	**0**	**0**	**0**	**0**	**4,838**

Council District(s)
CW

Project (17-00034) - This project provides funding for the replacement of In Car Video for the Police Department.

PUBLIC ART (PUBLIC SAFETY)							
2017 GO PUBLIC SAFETY IMPROVEMENT BOND	344	0	0	0	0	0	344
Total	**344**	**0**	**0**	**0**	**0**	**0**	**344**

Council District(s)
CW

Project (23-01737) - This bond proposition allocates one percent of funding for the construction, improvement and installation of public art that is accessible to the general public, within the city limits, and in accordance with City Council adopted policies and procedures.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PUBLIC HEALTH & SAFETY							
LAW ENFORCEMENT							
SAN ANTONIO POLICE DEPARTMENT SUBSTATION AND PARK POLICE HEADQUARTERS							
2017 GO PUBLIC SAFETY IMPROVEMENT BOND	1,621	7,030	7,030	4,859	0	0	20,540
Total	**1,621**	**7,030**	**7,030**	**4,859**	**0**	**0**	**20,540**
Council District(s) CW	Project (23-01735) - Construct a new facility that will include a City Police Substation for the central city area and Park Police headquarters for city-wide service.						
TEZEL ROAD CITY FACILITY							
2017 GO PUBLIC SAFETY IMPROVEMENT BOND	347	537	1,071	533	0	0	2,488
Total	**347**	**537**	**1,071**	**533**	**0**	**0**	**2,488**
Council District(s) 6	Project (23-01736) - Development of a City facility for various uses including Park Bike Patrol Substation adjacent to the Howard W. Peak Greenway Trails System.						
TOTAL LAW ENFORCEMENT	**7,999**	**7,567**	**8,101**	**5,392**	**0**	**0**	**29,059**
TOTAL PUBLIC HEALTH & SAFETY	**80,204**	**37,654**	**65,618**	**41,648**	**0**	**0**	**225,124**
RECREATION & CULTURE							
LIBRARIES							
BAZAN LIBRARY ROOF REPLACEMENT							
UNISSUED CERTIFICATES OF OBLIGATION	100	0	0	0	0	0	100
Total	**100**	**0**	**0**	**0**	**0**	**0**	**100**
Council District(s) 5	Project (23-01762) - Provides funding to replace the roof at the Bazan Branch Library.						
CENTRAL LIBRARY							
2017 GO LIBRARY IMPROVEMENT BOND	361	632	984	1,011	0	0	2,988
Total	**361**	**632**	**984**	**1,011**	**0**	**0**	**2,988**
Council District(s) CW	Project (23-01720) - Renovations and upgrades to the Central Library.						
FOREST HILLS BRANCH LIBRARY							
2017 GO LIBRARY IMPROVEMENT BOND	128	241	522	4	0	0	895
Total	**128**	**241**	**522**	**4**	**0**	**0**	**895**
Council District(s) 7	Project (23-01721) - Renovations, improvements and space reconfiguration to the Forest Hills Branch Library.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
LIBRARIES							
GREATER LOVE MULTI-GENERATIONAL CULTURAL/COMMUNITY CENTER							
2017 GO LIBRARY IMPROVEMENT BOND	6	520	877	595	0	0	1,998
Total	**6**	**520**	**877**	**595**	**0**	**0**	**1,998**
Council District(s) 2	Project (23-01722) - Leverage funding for construction of a new community facility to provide services which may include pre-school and after-school programming, adult education and senior day care.						
GUADALUPE CULTURAL ARTS CENTER							
2017 GO LIBRARY IMPROVEMENT BOND	442	0	0	0	0	0	442
Total	**442**	**0**	**0**	**0**	**0**	**0**	**442**
Council District(s) 5	Project (23-01723) - Renovations and improvements to the Guadalupe Cultural Arts Center.						
LANDA BRANCH PATIO AND HVAC							
UNISSUED CERTIFICATES OF OBLIGATION	600	0	0	0	0	0	600
Total	**600**	**0**	**0**	**0**	**0**	**0**	**600**
Council District(s) 1	Project (23-01763) - Provides funding to replace the HVAC unit and make foundation repairs to the patio area of the Landa Branch Library.						
LAS PALMAS BRANCH LIBRARY							
2017 GO LIBRARY IMPROVEMENT BOND	204	422	1,036	29	0	0	1,691
Total	**204**	**422**	**1,036**	**29**	**0**	**0**	**1,691**
Council District(s) 5	Project (23-01724) - Renovations, improvements and space reconfiguration to the Las Palmas Branch Library.						
MARKET SQUARE							
2017 GO LIBRARY IMPROVEMENT BOND	64	113	375	182	0	0	734
Total	**64**	**113**	**375**	**182**	**0**	**0**	**734**
Council District(s) CW	Project (23-01725) - Facility improvements to include but not limited to the Plaza area.						
MCCRELESS BRANCH LIBRARY							
2017 GO LIBRARY IMPROVEMENT BOND	291	601	1,433	163	0	0	2,488
PRIOR DEBT PROCEEDS	128	0	0	0	0	0	128
Total	**419**	**601**	**1,433**	**163**	**0**	**0**	**2,616**
Council District(s) 3	Project (23-01726) - Renovations, improvements and space reconfiguration to the McCreless Branch Library						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
LIBRARIES							
MEMORIAL BRANCH LIBRARY							
2017 GO LIBRARY IMPROVEMENT BOND	368	761	1,937	220	0	0	3,286
Total	**368**	**761**	**1,937**	**220**	**0**	**0**	**3,286**
Council District(s) 3	Project (23-01727) - Renovations, improvements and space reconfiguration to the Memorial Branch Library.						
PUBLIC ART (LIBRARY & CULTURAL FACILITIES)							
2017 GO LIBRARY IMPROVEMENT BOND	240	0	0	0	0	0	240
Total	**240**	**0**	**0**	**0**	**0**	**0**	**240**
Council District(s) CW	Project (23-01732) - This bond proposition allocates one percent of funding for the construction, improvement and installation of public art that is accessible to the general public, within the city limits, and in accordance with City Council adopted policies and procedures.						
SEMMES LIBRARY HVAC							
2012 GO LIBRARY IMPROVEMENT BOND	200	0	0	0	0	0	200
Total	**200**	**0**	**0**	**0**	**0**	**0**	**200**
Council District(s) 10	Project (23-01769) - Provides funding for HVAC replacement at the Semmes Branch Library.						
TEXANA RESOURCE CENTER							
2017 GO LIBRARY IMPROVEMENT BOND	82	147	225	243	0	0	697
Total	**82**	**147**	**225**	**243**	**0**	**0**	**697**
Council District(s) CW 1	Project (23-01728) - Leverage funding for renovations and improvements for accessibility to Texana Collection materials, archives and services located at the Central Library.						
THE NEIGHBORHOOD PLACE CULTURAL/COMMUNITY CENTER							
2017 GO LIBRARY IMPROVEMENT BOND	1,483	0	0	0	0	0	1,483
Total	**1,483**	**0**	**0**	**0**	**0**	**0**	**1,483**
Council District(s) 5	Project (23-01729) - Leverage funding for facility improvements to potentially include a gym, related parking lot, cafeteria and kitchen.						
TOBIN AT OAKWELL HVAC							
UNISSUED CERTIFICATES OF OBLIGATION	200	0	0	0	0	0	200
Total	**200**	**0**	**0**	**0**	**0**	**0**	**200**
Council District(s) 10	Project (23-01764) - Provides funding for the replacement of the HVAC unit at Tobin Branch Library.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
LIBRARIES							
WORLD HERITAGE							
2017 GO LIBRARY IMPROVEMENT BOND	318	1,331	1,639	1,693	0	0	4,981
Total	**318**	**1,331**	**1,639**	**1,693**	**0**	**0**	**4,981**

Council District(s)
CW 3

Project (23-01730) - Leverage funding for a new facility to provide an orientation center, community space and other facility spaces as needed.

ZERNONA BLACK MULTI-GENERATIONAL CULTURAL/COMMUNITY CENTER							
2017 GO LIBRARY IMPROVEMENT BOND	157	876	963	0	0	0	1,996
Total	**157**	**876**	**963**	**0**	**0**	**0**	**1,996**

Council District(s)
2

Project (23-01731) - Leverage funding for construction of a new community facility to provide services which may include pre-school and after-school programming, adult education and senior day care.

TOTAL LIBRARIES	**5,372**	**5,644**	**9,991**	**4,140**	**0**	**0**	**25,147**
RECREATION & CULTURE							
PARKS							
ALAMO PLAZA PARK							
2012 GO PARKS IMPROVEMENT BOND	879	0	0	0	0	0	879
Total	**879**	**0**	**0**	**0**	**0**	**0**	**879**

Council District(s)
CW

Project (40-00337) - This project provides general public plaza improvements.

ALAZAN (LOMBRANO TO APACHE CONFLUENCE)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	715	2,366	2,187	0	0	0	5,268
Total	**715**	**2,366**	**2,187**	**0**	**0**	**0**	**5,268**

Council District(s)
1 5

Project (26-00657) - This project provides funding for the development of a hike and bike trail project along Alazan Creek from Lombrano to the Confluence with Apache Creek.

APACHE CREEK (19TH ST. TO SAN JACINTO)							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	536	0	0	0	0	0	536
Total	**536**	**0**	**0**	**0**	**0**	**0**	**536**

Council District(s)
5

Project (26-00601) - This project provides funding for widening the concrete path, installing signage, and re- surfacing the parking lot from 19th Street to San Jacinto.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
AQUATIC CENTER AT PALO ALTO COLLEGE							
2017 GO PARKS IMPROVEMENT BOND	1,017	4,192	82	0	0	0	5,291
Total	**1,017**	**4,192**	**82**	**0**	**0**	**0**	**5,291**
Council District(s) 4	Project (23-01641) - Leverage funding for improvements to the natatorium, potentially to include new roof, HVAC, scoreboard, bleachers, interior and exterior renovations.						
BEACON HILL LINEAR PARK							
2017 GO PARKS IMPROVEMENT BOND	19	68	211	0	0	0	298
Total	**19**	**68**	**211**	**0**	**0**	**0**	**298**
Council District(s) 1	Project (23-01642) - Completion of a third phase of development of the neighborhood linear park.						
BEITEL CREEK (SALADO TO BRIARGLEN)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	50	100	1,100	250	0	0	1,500
Total	**50**	**100**	**1,100**	**250**	**0**	**0**	**1,500**
Council District(s) 2 10	Project (26-00661) - This project provides funding for the development of a hike and bike trail project along Beitel Creek from the Salado Creek Greenway to Briar Glen.						
BEITEL CREEK LINEAR TRAIL PARK							
2017 GO PARKS IMPROVEMENT BOND	325	118	0	0	0	0	443
Total	**325**	**118**	**0**	**0**	**0**	**0**	**443**
Council District(s) 10	Project (23-01643) - Development of a new park which may include entry signage.						
BRACKENRIDGE PARK							
2017 GO PARKS IMPROVEMENT BOND	277	3,691	1,277	2,496	0	0	7,741
Total	**277**	**3,691**	**1,277**	**2,496**	**0**	**0**	**7,741**
Council District(s) CW 1	Project (23-01644) - General park improvements and rehabilitation which may include historic river wall, restroom, trails, and historic structures.						
BRACKENRIDGE PARK RIVERWALL REPAIRS							
2007 GO PARK & RECREATION IMPROVEMENT BOND-B	200	0	0	0	0	0	200
2012 GO PARK & RECREATION IMPROVEMENT BOND-A	900	0	0	0	0	0	900
Total	**1,100**	**0**	**0**	**0**	**0**	**0**	**1,100**
Council District(s) 9	Project (26-00051) - This project will replace sections of San Antonio River walls that have collapsed within the park. The replacement will include dewatering, demolition, and new construction.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
BRACKENRIDGE PARK/WITTE PARKING GARAGE							
2017 GO PARKS IMPROVEMENT BOND	1,327	699	669	0	0	0	2,695
Total	**1,327**	**699**	**669**	**0**	**0**	**0**	**2,695**
Council District(s): CW 2	Project (23-01645) - Construction of an additional floor to the Brackenridge Park/Witte Museum parking garage.						
CAPITOL LITTLE LEAGUE BASEBALL FIELDS							
2017 GO PARKS IMPROVEMENT BOND	1,982	0	0	0	0	0	1,982
Total	**1,982**	**0**	**0**	**0**	**0**	**0**	**1,982**
Council District(s): CW 10	Project (23-01646) - General improvements and relocation of baseball fields which may include land acquisition.						
CARACOL CREEK PARK							
2017 GO PARKS IMPROVEMENT BOND	61	103	233	0	0	0	397
Total	**61**	**103**	**233**	**0**	**0**	**0**	**397**
Council District(s): 4	Project (23-01647) - Development of a new park which may include entry signage.						
CITYWIDE CREEKWAY TRAIL DEVELOPMENT							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	300	300	350	400	400	230	1,980
Total	**300**	**300**	**350**	**400**	**400**	**230**	**1,980**
Council District(s): CW	Project (26-00603) - This project provides funding for the acquisition of land to design and construct hike & bike trails along San Antonio creekways.						
CLASSEN-STEUBING RANCH PARK PROPERTY ACQUISITION & DEVELOPMENT							
2017 GO PARKS IMPROVEMENT BOND	2,184	2,972	2,916	1,022	0	0	9,094
Total	**2,184**	**2,972**	**2,916**	**1,022**	**0**	**0**	**9,094**
Council District(s): 9	Project (23-01648) - Land Acquisition and Phase 1 development of Classen-Steubing Ranch property for park improvements.						
COLUMBUS PARK							
2016 CERTIFICATES OF OBLIGATION	150	0	0	0	0	0	150
Total	**150**	**0**	**0**	**0**	**0**	**0**	**150**
Council District(s): 1	Project (23-01497) - This project provides funding for utility improvements to Columbus Park.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
COMANCHE LOOKOUT PARK							
2017 GO PARKS IMPROVEMENT BOND	49	85	264	0	0	0	398
Total	**49**	**85**	**264**	**0**	**0**	**0**	**398**
Council District(s) 10	Project (23-01649) - General park improvements which may include a playground shade canopy.						
CONFLUENCE PARK							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	187	0	0	0	0	0	187
TREE PRESERVATION FUND	483	0	0	0	0	0	483
Total	**670**	**0**	**0**	**0**	**0**	**0**	**670**
Council District(s) 3	Project (26-00639) - This project will provide funding to the San Antonio River Foundation to complete improvements in Confluence Park including a parking area with lighting and the installation of trees.						
CONNECTION FROM MISSION TO STINSON AIRPORT							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	1,566	0	0	0	0	0	1,566
Total	**1,566**	**0**	**0**	**0**	**0**	**0**	**1,566**
Council District(s) 3	Project (26-00648) - This project provides funding for the development of a hike and bike trail between the San Antonio Mission Reach and the Stinson Airport.						
COPERNICUS PARK							
2017 GO PARKS IMPROVEMENT BOND	114	331	21	0	0	0	466
Total	**114**	**331**	**21**	**0**	**0**	**0**	**466**
Council District(s) 2	Project (23-01650) - General park improvements to include athletic field lighting.						
CREEKWAY LOW IMPACT DEVELOPMENT PROJECT							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	444	756	700	750	750	644	4,044
Total	**444**	**756**	**700**	**750**	**750**	**644**	**4,044**
Council District(s) CW	Project (26-00653) - This project provides funding for the incorporation of Low Impact Development features into trail projects where feasible.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
CRYSTAL HILLS PARK							
2017 GO PARKS IMPROVEMENT BOND	76	146	25	0	0	0	247
Total	**76**	**146**	**25**	**0**	**0**	**0**	**247**
Council District(s) 7	Project (23-01651) - General park improvements to complement existing Leon Creek Linear Park Trailhead development.						
CUELLAR PARK							
2017 GO PARKS IMPROVEMENT BOND	31	73	262	0	0	0	366
Total	**31**	**73**	**262**	**0**	**0**	**0**	**366**
Council District(s) 6	Project (23-01652) - General park improvements which may include an upgrade to existing playground and community center renovations.						
CULEBRA CREEK - GRISSOM ROAD TO HELOTES CREEK (LAND ACQUISITIONS AND DESIGN)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	0	250	250	250	250	1,000
Total	**0**	**0**	**250**	**250**	**250**	**250**	**1,000**
Council District(s) 6	Project (26-00667) - This project provides funding for land acquisitions and/or a design for a future hike and bike trail project along Culebra Creek from Grissom Rd to Helotes Creek.						
CULEBRA CREEK GRNWAY (CATHEDRAL ROCK PRK TO GRISSOM RD)							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	0	802	803	0	0	0	1,605
Total	**0**	**802**	**803**	**0**	**0**	**0**	**1,605**
Council District(s) 6	Project (26-00624) - This project provides funding for the purchase of land to design and construct the Culebra Creek Greenway from Cathedral Rock Park to Grisson Rd.						
CULEBRA CREEK PARK							
2017 GO PARKS IMPROVEMENT BOND	35	77	254	0	0	0	366
Total	**35**	**77**	**254**	**0**	**0**	**0**	**366**
Council District(s) 6	Project (23-01653) - General park improvements and rehabilitation.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
CULEBRA TRIBUTARY (CATHEDRAL ROCK TO TEZEL RD)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	20	500	2,500	1,180	0	0	4,200
Total	**20**	**500**	**2,500**	**1,180**	**0**	**0**	**4,200**
Council District(s) 6	Project (26-00668) - This project provides funding for the development of a hike and bike trail project along a Culebra Creek tributary from Cathedral Rock Park to Tezel Rd.						
DAFOSTE PARK TO SALADO CONNECTION (JUST NORTH OF I-10)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	378	0	0	0	0	0	378
Total	**378**	**0**	**0**	**0**	**0**	**0**	**378**
Council District(s) 2	Project (26-00658) - This project provides funding for a hike and bike trail connection between Dafoste Park and the Salado Creek Greenway.						
DAWSON PARK							
2017 GO PARKS IMPROVEMENT BOND	47	107	292	302	0	0	748
Total	**47**	**107**	**292**	**302**	**0**	**0**	**748**
Council District(s) 2	Project (23-01654) - General park improvements which may include underground utility conversion, lighting, gazebos and Wi-Fi.						
DISTRICT 4 HERITAGE COMMUNITY CENTER							
2017 GO PARKS IMPROVEMENT BOND	634	1,012	4,861	1,979	0	0	8,486
Total	**634**	**1,012**	**4,861**	**1,979**	**0**	**0**	**8,486**
Council District(s) 4	Project (23-01655) - Construction of a new community center near existing Heritage pool site to include land acquisition, amenities and parking.						
DISTRICT 5 PARKS							
2017 GO PARKS IMPROVEMENT BOND	62	141	382	412	0	0	997
Total	**62**	**141**	**382**	**412**	**0**	**0**	**997**
Council District(s) 5	Project (23-01656) - General park improvements and rehabilitation of Benavides, Collins Garden, Kennedy and Vidaurri Parks.						
DISTRICT 6 PARKS							
2017 GO PARKS IMPROVEMENT BOND	16	127	513	170	0	0	826
Total	**16**	**127**	**513**	**170**	**0**	**0**	**826**
Council District(s) 6	Project (23-01657) - General park improvements and rehabilitation of Levi Strauss, Meadowcliff and Westwood Village Parks.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
DISTRICT 8 PARK LAND ACQUISITION & DEVELOPMENT							
2017 GO PARKS IMPROVEMENT BOND	148	236	107	0	0	0	491
Total	**148**	**236**	**107**	**0**	**0**	**0**	**491**
Council District(s) 8	Project (23-01658) - Development of a new park which may include land acquisition in the Hausman and Babcock Road vicinity.						
DISTRICT 9 SENIOR CENTER							
2017 GO PARKS IMPROVEMENT BOND	676	1,110	5,829	5,589	0	0	13,204
Total	**676**	**1,110**	**5,829**	**5,589**	**0**	**0**	**13,204**
Council District(s) 9	Project (23-01659) - Construct new facility that will support senior and constituent services, meeting space and recreation services.						
DOWNTOWN PARKS							
2017 GO PARKS IMPROVEMENT BOND	179	456	610	0	0	0	1,245
Total	**179**	**456**	**610**	**0**	**0**	**0**	**1,245**
Council District(s) 1	Project (23-01660) - General park rehabilitation and improvements to Columbus, Maverick, Milam and Travis Parks.						
EDWARDS AQUIFER PROTECTION PROGRAM							
PROP 1 - FY 2015 EDWARDS AQUIFER RECHARGE ZONE	20,000	20,000	20,000	20,000	8,000	0	88,000
Total	**20,000**	**20,000**	**20,000**	**20,000**	**8,000**	**0**	**88,000**
Council District(s) CW	Project (26-00638) - This project provides funding for the acquisition of sensitive land over the Edwards Aquifer Recharge Zone as well as provides funding for low impact development projects.						
EISENHOWER PARK WATER LINE							
UNISSUED CERTIFICATES OF OBLIGATION	400	0	0	0	0	0	400
Total	**400**	**0**	**0**	**0**	**0**	**0**	**400**
Council District(s) 8	Project (23-01765) - Provides funding to extend a waterline into Eisenhower Park.						
ELMENDORF LAKE PARK							
2017 GO PARKS IMPROVEMENT BOND	275	1,528	173	173	0	0	2,149
Total	**275**	**1,528**	**173**	**173**	**0**	**0**	**2,149**
Council District(s) 5	Project (23-01661) - General park improvements to include construction of aquatic facilities.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
ESPADA CONNECTION							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	1,298	2,201	0	0	0	0	3,499
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	62	105	0	0	0	167
Total	**1,298**	**2,263**	**105**	**0**	**0**	**0**	**3,666**
Council District(s) 3	Project (26-00614) - This project provides funds to purchase land to design and construct hike & bike trails and associated amenities which connect Medina River Greenway to the San Antonio River Mission Reach.						
FOX PARK							
2017 GO PARKS IMPROVEMENT BOND	45	93	259	0	0	0	397
Total	**45**	**93**	**259**	**0**	**0**	**0**	**397**
Council District(s) 8	Project (23-01662) - General park improvements which may include a shade structure for existing fitness equipment and parking expansion						
FRENCH CREEK - (LEON CREEK GREENWAY TO NANI FALCONE PARK)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	50	50	400	1,200	1,256	0	2,956
Total	**50**	**50**	**400**	**1,200**	**1,256**	**0**	**2,956**
Council District(s) 7	Project (26-00669) - This project provides funding for the development of a hike and bike trail project along French Creek from Leon Creek Greenway to Nani Falcone Park.						
FRIESENHAHN PARK							
2017 GO PARKS IMPROVEMENT BOND	53	111	233	0	0	0	397
Total	**53**	**111**	**233**	**0**	**0**	**0**	**397**
Council District(s) 10	Project (23-01663) - General park improvements which may include parking expansion, trails, picnic facility and pavilion rehabilitation.						
FT. SAM HOUSTON TRAIL (JOHN JAMES PARK TO JACK WHITE PARK)							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	1,570	2,197	0	0	0	0	3,767
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	107	0	0	0	0	107
Total	**1,570**	**2,304**	**0**	**0**	**0**	**0**	**3,874**
Council District(s) 2	Project (26-00612) - This project provides funding for purchasing land to design and construct hike & bike trails and associated amenities along Salado Creek through Ft. Sam Houston from John James Park to Jack White Park.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
GILBERT GARZA PARK							
2017 GO PARKS IMPROVEMENT BOND	100	223	173	0	0	0	496
Total	**100**	**223**	**173**	**0**	**0**	**0**	**496**
Council District(s) 10	Project (23-01664) - General park improvements and rehabilitation.						
GILBERT MORGAN DENMAN, JR. PARK							
2017 GO PARKS IMPROVEMENT BOND	86	274	37	0	0	0	397
Total	**86**	**274**	**37**	**0**	**0**	**0**	**397**
Council District(s) 8	Project (23-01665) - General park improvements and rehabilitation which may include trail enhancements and restroom development.						
HARDBERGER PARK							
2017 GO PARKS IMPROVEMENT BOND	1,257	2,659	1,523	0	0	0	5,439
Total	**1,257**	**2,659**	**1,523**	**0**	**0**	**0**	**5,439**
Council District(s) CW 8	Project (23-01666) - Leverage local funding to support land bridge development and associated park components of the Hardberger Park Project in accordance with the City Council approved Master Plan.						
HARDBERGER PARK (FORMERLY VOELCKER PARK)							
2011 CERTIFICATES OF OBLIGATION	667	0	0	0	0	0	667
Total	**667**	**0**	**0**	**0**	**0**	**0**	**667**
Council District(s) CW	Project (40-00134) - This project provides funding for development of a maintenance facility at Hardberger Park based on the approved master plan.						
HARDBERGER PARK PHASE V							
2016 CERTIFICATES OF OBLIGATION	1,000	0	0	0	0	0	1,000
TEXAS PARKS AND WILDLIFE GRANT	1,000	0	0	0	0	0	1,000
Total	**2,000**	**0**	**0**	**0**	**0**	**0**	**2,000**
Council District(s) 8 9	Project (23-01451) - This project funds associated park components in support of the Hardberger Park land bridge development and other improvements in accordance with the City Council approved Master Plan.						
HARLANDALE PARK							
2017 GO PARKS IMPROVEMENT BOND	87	188	70	0	0	0	345
Total	**87**	**188**	**70**	**0**	**0**	**0**	**345**
Council District(s) 3	Project (23-01667) - General park improvements which may include development of an outdoor basketball court canopy.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
HARVEY E. NAJIM YMCA PHASE 2							
2017 GO PARKS IMPROVEMENT BOND	1,510	0	0	0	0	0	1,510
Total	**1,510**	**0**	**0**	**0**	**0**	**0**	**1,510**
Council District(s) CW 3	Project (23-01668) - Completion of a second phase of development to the recreational facility.						
HASKIN PARK							
2017 GO PARKS IMPROVEMENT BOND	80	208	0	0	0	0	288
Total	**80**	**208**	**0**	**0**	**0**	**0**	**288**
Council District(s) 10	Project (23-01669) - General park improvements which may include a playground shade canopy.						
HEMISFAIR CIVIC PARK							
2017 GO PARKS IMPROVEMENT BOND	2,665	8,053	8,075	1,787	0	0	20,580
Total	**2,665**	**8,053**	**8,075**	**1,787**	**0**	**0**	**20,580**
Council District(s) CW 1	Project (23-01670) - Development of Hemisfair Civic Park. Improvements may include urban plazas, water features, promenades, open green spaces and courtyards.						
HEMISFAIR PARK PHASE 2							
2016 SELF SUPPORTING TAXABLE CERTIFICATES OF OBLIGATION	6,534	6,499	1,098	0	0	0	14,131
Total	**6,534**	**6,499**	**1,098**	**0**	**0**	**0**	**14,131**
Council District(s) 5	Project (23-03746) - This project provides funding for continuing the restoration of historic buildings, a civic park, landscaping, and other improvements. This project is based on the park's master plan.						
JANE DUBEL PARK							
2017 GO PARKS IMPROVEMENT BOND	79	215	0	0	0	0	294
Total	**79**	**215**	**0**	**0**	**0**	**0**	**294**
Council District(s) 7	Project (23-01671) - General park improvements and rehabilitation which may include related parking expansion.						
JUPE MANOR NEIGHBORHOOD PARK							
2017 GO PARKS IMPROVEMENT BOND	297	357	87	0	0	0	741
Total	**297**	**357**	**87**	**0**	**0**	**0**	**741**
Council District(s) 3	Project (23-01672) - Development of a new park which may include land acquisition.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
KINGSBOROUGH PARK							
2017 GO PARKS IMPROVEMENT BOND	38	115	244	0	0	0	397
Total	**38**	**115**	**244**	**0**	**0**	**0**	**397**
Council District(s) 3	Project (23-01673) - General park improvements which may include wayfinding signage and related parking expansion.						
LACKLAND TERRACE PARK							
2017 GO PARKS IMPROVEMENT BOND	40	64	194	0	0	0	298
Total	**40**	**64**	**194**	**0**	**0**	**0**	**298**
Council District(s) 4	Project (23-01674) - General park improvements which may include playground and basketball court shading.						
LEON CREEK (LEVI STRAUSS PARK TO LACKLAND CORRIDOR MONUMENT SITE)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	50	300	300	2,000	1,088	0	3,738
Total	**50**	**300**	**300**	**2,000**	**1,088**	**0**	**3,738**
Council District(s) 4	Project (26-00664) - This project provides funding for the development of a hike and bike trail project from Levi Strauss Park to the Lackland Corridor Monument site.						
LEON CREEK (QUINTANA RD TO I-35)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	50	50	500	1,250	1,830	0	3,680
Total	**50**	**50**	**500**	**1,250**	**1,830**	**0**	**3,680**
Council District(s) 4	Project (26-00665) - This project provides funding for the development of a hike and bike trail project along Leon Creek from Quintana Rd. to I-35.						
LEON CREEK (THE RIM TO RAYMOND RUSSELL PARK)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	0	570	1,000	1,000	1,000	3,570
Total	**0**	**0**	**570**	**1,000**	**1,000**	**1,000**	**3,570**
Council District(s) 8	Project (26-00671) - This project provides funding for the development of a hike and bike trail project along Leon Creek from the Rim to Raymond Russell County Park.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
LEON CREEK TRAILHEAD PARKING AT PRUE ROAD							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	200	290	0	0	0	0	490
Total	**200**	**290**	**0**	**0**	**0**	**0**	**490**

Council District(s)

8

Project (26-00670) - This project provides funding for the development of a parking area on Prue Rd. for the Leon Creek Greenway.

LEON GREENWAY TO SALADO GREENWAY CONNECT							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	1,927	3,147	438	0	0	0	5,512
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	0	414	0	0	0	414
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	1,167	0	0	0	0	0	1,167
Total	**3,094**	**3,147**	**852**	**0**	**0**	**0**	**7,093**

Council District(s)

CW

Project (26-00613) - This project provides funding for purchasing land to design and construct approximately 8.6 miles of hike & bike trail and associated amenities along Salado and Leon Creeks to connect the two trail systems.

LINCOLN PARK							
2017 GO PARKS IMPROVEMENT BOND	210	344	433	0	0	0	987
Total	**210**	**344**	**433**	**0**	**0**	**0**	**987**

Council District(s)

2

Project (23-01675) - General park rehabilitation and improvements to complement local grant funding.

LOCKWOOD & DIGNOWITY PARKS							
2017 GO PARKS IMPROVEMENT BOND	342	484	2,269	0	0	0	3,095
Total	**342**	**484**	**2,269**	**0**	**0**	**0**	**3,095**

Council District(s)

2

Project (23-01676) - General park rehabilitation and improvements which may include closure of Burnet Street and development of public plazas.

LORENCE CREEK - MCALLISTER TO BLOSSOM PARK							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	200	500	2,000	2,460	0	5,160
Total	**0**	**200**	**500**	**2,000**	**2,460**	**0**	**5,160**

Council District(s)

9 10

Project (26-00674) - This project provides funding for the development of a hike and bike trail along the Lorence Creek from McAllister Park to Blossom Park.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
MARTIN LUTHER KING PARK							
2017 GO PARKS IMPROVEMENT BOND	189	426	884	1,595	0	0	3,094
Total	**189**	**426**	**884**	**1,595**	**0**	**0**	**3,094**

Council District(s)
2 CW

Project (23-01677) - General park improvements and rehabilitation which may include park amenities, upgrade to park access and security lighting.

MARTIN LUTHER KING PARK (2012 BOND)							
2012 GO PARKS IMPROVEMENT BOND	208	0	0	0	0	0	208
Total	**208**	**0**	**0**	**0**	**0**	**0**	**208**

Council District(s)
2

Project (40-00374) - This project provides general park rehabilitation and improvements including site grading, entry and circulation enhancements.

MARTIN LUTHER KING PARK ENTRANCE IMPROVEMENTS							
2016 CERTIFICATES OF OBLIGATION	220	0	0	0	0	0	220
Total	**220**	**0**	**0**	**0**	**0**	**0**	**220**

Council District(s)
2

Project (23-01516) - This project provides funding for improvements to the entrance of the Martin Luther King Park.

MARTIN LUTHER KING PLAZA							
2017 GO PARKS IMPROVEMENT BOND	42	98	181	326	0	0	647
Total	**42**	**98**	**181**	**326**	**0**	**0**	**647**

Council District(s)
2

Project (23-01678) - General plaza improvements which may include underground utility conversion, lighting and landscaping.

MARTINEZ CREEK (CINCINNATI TO ALAZAN CONFLUENCE)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	398	1,426	1,327	0	0	0	3,151
Total	**398**	**1,426**	**1,327**	**0**	**0**	**0**	**3,151**

Council District(s)
1

Project (26-00654) - This project provides funding for the development of a hike and bike trail project along Martinez Creek from Cincinnati to the Confluence with Alazan Creek.

MAVERICK CREEK (BAMBERGER PARK TO UTSA CAMPUS)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	50	50	400	500	879	1,879
Total	**0**	**50**	**50**	**400**	**500**	**879**	**1,879**

Council District(s)
8

Project (26-00672) - This project provides funding for the development of a hike and bike trail project along Maverick Creek from Bamberger Park to the UTSA Campus.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
MCALLISTER PARK							
2017 GO PARKS IMPROVEMENT BOND	272	514	1,207	0	0	0	1,993
Total	**272**	**514**	**1,207**	**0**	**0**	**0**	**1,993**

Council District(s)
CW 9

Project (23-01679) - General park improvements and rehabilitation.

MEDINA RIVER GREENWAY (MEDINA RIVER CROSSING TO PLEASANTON RD)							
PROP 2 - 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	30	0	0	0	0	0	30
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	270	0	0	0	0	0	270
Total	**300**	**0**	**0**	**0**	**0**	**0**	**300**

Council District(s)
3

Project (26-00568) - This project provides funding for the development of recreation hike and bike trails along the Medina River to Pleasanton Rd.

MEDINA RIVER GREENWAY (PLEASANTON RD. TO MISSION DEL LAGO)							
PROP 2 - 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	21	0	0	0	0	0	21
Total	**21**	**0**	**0**	**0**	**0**	**0**	**21**

Council District(s)
3

Project (26-00569) - This project provides funding for the development of recreation hike and bike trails along the Medina River from Pleasanton Rd. to Mission del Lago.

MILLER'S POND PARK							
2017 GO PARKS IMPROVEMENT BOND	52	110	205	0	0	0	367
Total	**52**	**110**	**205**	**0**	**0**	**0**	**367**

Council District(s)
4

Project (23-01680) - General park improvements which may include basketball court shading, restroom development and related parking expansion.

MISSION DRIVE-IN MARQUEE							
2017 GO PARKS IMPROVEMENT BOND	167	428	0	0	0	0	595
Total	**167**	**428**	**0**	**0**	**0**	**0**	**595**

Council District(s)
3

Project (23-01681) - Repairs and improvements to existing Mission Marquee for a "green room" for performers.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
MISSION REACH TO CONFLUENCE PARK CONNECT							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	184	0	0	0	0	0	184
Total	**184**	**0**	**0**	**0**	**0**	**0**	**184**
Council District(s) 3	Project (26-00662) - This project provides funding for a connection between the Mission Trails and Confluence Park.						
MONTERREY PARK							
2017 GO PARKS IMPROVEMENT BOND	41	366	66	0	0	0	473
TEXAS PARKS AND WILDLIFE GRANT	30	220	0	0	0	0	250
Total	**71**	**586**	**66**	**0**	**0**	**0**	**723**
Council District(s) 5 7	Project (23-01682) - General park improvements and rehabilitation to complement State funding.						
MONTICELLO PARK							
2017 GO PARKS IMPROVEMENT BOND	59	236	0	0	0	0	295
Total	**59**	**236**	**0**	**0**	**0**	**0**	**295**
Council District(s) 7	Project (23-01683) - General park improvements which may include gazebo and trail enhancements.						
MUD CREEK PARK							
2017 GO PARKS IMPROVEMENT BOND	18	122	101	157	0	0	398
Total	**18**	**122**	**101**	**157**	**0**	**0**	**398**
Council District(s) 10	Project (23-01684) - General park improvements and rehabilitation.						
NANI FALCONE PARK							
2017 GO PARKS IMPROVEMENT BOND	40	119	89	0	0	0	248
Total	**40**	**119**	**89**	**0**	**0**	**0**	**248**
Council District(s) 7	Project (23-01685) - General park improvements which may include security lightning as well as skate park and related parking expansion.						
NATATORIUM AT SOUTHWEST ISD							
2017 GO PARKS IMPROVEMENT BOND	8	54	885	3,050	0	0	3,997
Total	**8**	**54**	**885**	**3,050**	**0**	**0**	**3,997**
Council District(s) 4	Project (23-01686) - Leverage funding for construction of a new natatorium in partnership with Southwest Independent School District.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
NEW TERRITORIES PARK							
2017 GO PARKS IMPROVEMENT BOND	77	149	137	0	0	0	363
Total	**77**	**149**	**137**	**0**	**0**	**0**	**363**
Council District(s) 6	Project (23-01687) - Leverage funding for construction of a new natatorium in partnership with Southwest Independent School District.						
NORMOYLE PARK							
2017 GO PARKS IMPROVEMENT BOND	143	554	450	0	0	0	1,147
Total	**143**	**554**	**450**	**0**	**0**	**0**	**1,147**
Council District(s) 5	Project (23-01688) - General park improvements such as rehabilitation of softball facilities for senior softball leagues.						
NORTH SAN ANTONIO HILLS PARK							
2017 GO PARKS IMPROVEMENT BOND	75	149	306	0	0	0	530
Total	**75**	**149**	**306**	**0**	**0**	**0**	**530**
Council District(s) 6	Project (23-01689) - Development of a new park which may include entry signage.						
O.P. SCHNABEL PARK & LAND ACQUISITION							
2017 GO PARKS IMPROVEMENT BOND	4,987	1,340	44	0	0	0	6,371
Total	**4,987**	**1,340**	**44**	**0**	**0**	**0**	**6,371**
Council District(s) 7	Project (23-01690) - General park improvements to include land acquisition.						
O.P. SCHNABEL PARK MULTI-GENERATIONAL CENTER							
2017 GO PARKS IMPROVEMENT BOND	137	281	77	0	0	0	495
Total	**137**	**281**	**77**	**0**	**0**	**0**	**495**
Council District(s) 7	Project (23-01691) - Leverage funding for design and development of a multi-generational recreation facility.						
OLD SPANISH TRAILS PARK							
2017 GO PARKS IMPROVEMENT BOND	272	596	2,204	0	0	0	3,072
Total	**272**	**596**	**2,204**	**0**	**0**	**0**	**3,072**
Council District(s) 1	Project (23-01692) - Development of park and field improvements which may include soccer fields, irrigation and lighting.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
OSCAR PEREZ PARK							
2017 GO PARKS IMPROVEMENT BOND	8	61	152	145	0	0	366
Total	**8**	**61**	**152**	**145**	**0**	**0**	**366**
Council District(s) 6	Project (23-01693) - General park improvements which may include outdoor fitness equipment, parking expansion and trail surfacing.						
PALO ALTO PARK							
2017 GO PARKS IMPROVEMENT BOND	10	81	307	0	0	0	398
Total	**10**	**81**	**307**	**0**	**0**	**0**	**398**
Council District(s) 4	Project (23-01694) - General park improvements which may include related parking expansion.						
PEARSALL PARK							
2017 GO PARKS IMPROVEMENT BOND	356	399	2,236	0	0	0	2,991
Total	**356**	**399**	**2,236**	**0**	**0**	**0**	**2,991**
Council District(s) 4	Project (23-01695) - General park improvements and development in support of the Park Master Plan.						
PERRIN HOMESTEAD HISTORIC CENTER							
2017 GO PARKS IMPROVEMENT BOND	98	182	716	0	0	0	996
Total	**98**	**182**	**716**	**0**	**0**	**0**	**996**
Council District(s) 10	Project (23-01696) - Rehabilitation and adaptive reuse of the historic homestead and property owned by the City of San Antonio.						
PIPER'S MEADOW PARK							
2017 GO PARKS IMPROVEMENT BOND	82	245	190	0	0	0	517
Total	**82**	**245**	**190**	**0**	**0**	**0**	**517**
Council District(s) 6	Project (23-01697) - Development of a new park which may include entry signage and land acquisition.						
PITTMAN-SULLIVAN PARK							
2017 GO PARKS IMPROVEMENT BOND	19	119	411	0	0	0	549
Total	**19**	**119**	**411**	**0**	**0**	**0**	**549**
Council District(s) 2	Project (23-01698) - General park improvements which may include lighting of athletic facilities.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
PUBLIC ART (PARKS, RECREATION & OPEN SPACE)							
2017 GO PARKS IMPROVEMENT BOND	1,872	0	0	0	0	0	1,872
Total	**1,872**	**0**	**0**	**0**	**0**	**0**	**1,872**
Council District(s): CW	Project (23-01719) - This bond proposition allocates one percent of funding for the construction, improvements and installation of public art that is accessible to the general public, within the city limits, related to projects in this proposition, and in accordance with City Council adopted policies and procedures.						
RAINBOW HILLS PARK							
2017 GO PARKS IMPROVEMENT BOND	47	103	448	0	0	0	598
Total	**47**	**103**	**448**	**0**	**0**	**0**	**598**
Council District(s): 4	Project (23-01699) - General park improvements which may include playground shade, area lighting and soccer field development.						
RAINTREE PARK							
2017 GO PARKS IMPROVEMENT BOND	46	83	269	0	0	0	398
Total	**46**	**83**	**269**	**0**	**0**	**0**	**398**
Council District(s): 10	Project (23-01700) - General park improvements which may include development of a basketball court and additional picnic facilities.						
RENOVATION OF CREEKWAY PROJECT IMPROVEMENT							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	105	0	0	0	0	0	105
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	425	0	0	0	0	0	425
Total	**530**	**0**	**0**	**0**	**0**	**0**	**530**
Council District(s): CW	Project (26-00611) - This project provides funding for replacing aged or damaged creekway hike & bike trail and associated improvements along San Antonio creekways.						
RIVERWALK IMPROVEMENT PROJECTS (HISTORIC RIVER BEND)							
PRIOR DEBT PROCEEDS	979	0	0	0	0	0	979
RIVERWALK CAPITAL IMPROVEMENT FUND	330	0	0	0	0	0	330
STORM WATER OPERATING FUND	800	0	0	0	0	0	800
Total	**2,109**	**0**	**0**	**0**	**0**	**0**	**2,109**
Council District(s): 1	Project (40-00170) - This project provides funding for demolition and site preparation, construction of accessible walkways and landings, as recommended in the 5-year Master Plan. Currently in Phases 3 & 4.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
ROSEDALE PARK							
2017 GO PARKS IMPROVEMENT BOND	19	142	336	0	0	0	497
Total	**19**	**142**	**336**	**0**	**0**	**0**	**497**

Council District(s)

5

Project (23-01701) - General park improvements which may include renovations to the playground, outdoor fitness equipment, trails, pavilion and related parking expansion.

ROSEDALE PARK IMPROVEMENTS - TPWD							
2016 CERTIFICATES OF OBLIGATION	150	0	0	0	0	0	150
TEXAS PARKS AND WILDLIFE GRANT	150	0	0	0	0	0	150
Total	**300**	**0**	**0**	**0**	**0**	**0**	**300**

Council District(s)

5

Project (26-00652) - This project provides funding for improving lighting, irrigation and other park amenities.

SALADO CREEK - PARK, LANDSCAPE AND URBAN							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	200	350	400	400	600	0	1,950
Total	**200**	**350**	**400**	**400**	**600**	**0**	**1,950**

Council District(s)

3

Project (26-00660) - This project provides funding for designing and building enhancements to the existing Salado Creek Greenway trail system within District 2.

SALADO CREEK (SE MILITARY TO I-37)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	50	400	1,000	2,130	1,000	4,580
Total	**0**	**50**	**400**	**1,000**	**2,130**	**1,000**	**4,580**

Council District(s)

3

Project (26-00663) - This project provides funding for the development of a hike and bike trail project along Salado Creek from SE Military to IH-37.

SALADO CREEK (SOUTHSIDE LIONS PARK TO SE MILITARY DRIVE)							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	1,318	1,535	0	0	0	0	2,853
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	0	268	0	0	0	0	268
Total	**1,318**	**1,803**	**0**	**0**	**0**	**0**	**3,121**

Council District(s)

3

Project (26-00616) - This project provides funding for purchasing land for the design and construction of hike & bike trails and associated amenities along Salado Creek from Southside Lions Park to Southeast Military Drive.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
SALADO NORTH (1604 TO EISENHOWER PARK)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	500	1,500	2,904	500	0	0	5,404
Total	**500**	**1,500**	**2,904**	**500**	**0**	**0**	**5,404**

Council District(s)
9

Project (26-00673) - This project provides funding for the development of a hike and bike trail project along Salado Creek from Loop 1604 to Eisenhower Park.

SALADO TRAILHEAD AT E. COMMERCE							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	150	554	0	0	0	0	704
Total	**150**	**554**	**0**	**0**	**0**	**0**	**704**

Council District(s)
2

Project (26-00659) - This project provides funding for the development of a parking area on E. Commerce for the Salado Creek Greenway.

SAN ANTONIO BOTANICAL CENTER							
2017 GO PARKS IMPROVEMENT BOND	1,193	3,850	0	0	0	0	5,043
Total	**1,193**	**3,850**	**0**	**0**	**0**	**0**	**5,043**

Council District(s)
CW 2

Project (23-01702) - Leveraged funding to continue development based on the Facility Master Plan.

SAN PEDRO CREEK (LINEAR PARK)							
2017 GO PARKS IMPROVEMENT BOND	1,797	2,219	863	0	0	0	4,879
Total	**1,797**	**2,219**	**863**	**0**	**0**	**0**	**4,879**

Council District(s)
CW 1

Project (23-01703) - Leveraged funding to support the park related improvements associated with Phases 1 and 2 of the San Pedro Creek Restoration Project.

SAN PEDRO CREEK IMPROVEMENTS PROJECT (PHASE 3)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	452	1,748	874	0	0	0	3,074
Total	**452**	**1,748**	**874**	**0**	**0**	**0**	**3,074**

Council District(s)
1 5

Project (26-00656) - This project provides funding for trail development on Phase Three of the San Pedro Improvements Project.

SAN PEDRO SPRINGS PARK							
2017 GO PARKS IMPROVEMENT BOND	163	303	1,330	0	0	0	1,796
Total	**163**	**303**	**1,330**	**0**	**0**	**0**	**1,796**

Council District(s)
1

Project (23-01704) - General park improvements which may include wayfinding and development of a walking trail in the southeast quadrant.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
SOUTHSIDE LIONS PARK 2017							
2017 GO PARKS IMPROVEMENT BOND	66	133	399	0	0	0	598
Total	**66**	**133**	**399**	**0**	**0**	**0**	**598**
Council District(s) 3	Project (23-01705) - General park improvements which may include trail development, lighting, wayfinding signage and park overlooks.						
SPICEWOOD PARK							
2017 GO PARKS IMPROVEMENT BOND	8	61	197	32	0	0	298
Total	**8**	**61**	**197**	**32**	**0**	**0**	**298**
Council District(s) 4	Project (23-01706) - General park improvements and rehabilitation.						
SPORTS EDUCATION FACILITY							
2017 GO PARKS IMPROVEMENT BOND	270	638	1,064	1,569	0	0	3,541
Total	**270**	**638**	**1,064**	**1,569**	**0**	**0**	**3,541**
Council District(s) 2	Project (23-01707) - Leverage funding for the construction of an indoor sports facility near Copernicus Park.						
SPORTS FACILITIES NEAR POTRANCO BRANCH LIBRARY							
2017 GO PARKS IMPROVEMENT BOND	427	1,056	508	0	0	0	1,991
Total	**427**	**1,056**	**508**	**0**	**0**	**0**	**1,991**
Council District(s) 6	Project (23-01708) - Construct new sports amenities adjacent to the new Potranco Branch Library & Mays Family YMCA.						
STABLEWOOD FARMS PARK							
2017 GO PARKS IMPROVEMENT BOND	101	291	0	0	0	0	392
Total	**101**	**291**	**0**	**0**	**0**	**0**	**392**
Council District(s) 4	Project (23-01709) - General park improvements which may include an outdoor basketball court canopy.						
STINSON PARK							
2017 GO PARKS IMPROVEMENT BOND	98	176	122	0	0	0	396
Total	**98**	**176**	**122**	**0**	**0**	**0**	**396**
Council District(s) 3	Project (23-01710) - Rehabilitation of San Antonio 5 Diamonds Little League complex which may include related parking lot paving.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
THE ALAMO AREA PLAZA							
2017 GO PARKS IMPROVEMENT BOND	17	301	735	6,240	0	0	7,293
Total	**17**	**301**	**735**	**6,240**	**0**	**0**	**7,293**
Council District(s) CW 1	Project (23-01711) - Construction of improvements within the Alamo Plaza area that facilitate the implementation of The Alamo Master Plan. Funds will be leveraged with the Texas General Land Office and private donations.						
TOM SLICK CREEK PARK							
2017 GO PARKS IMPROVEMENT BOND	15	107	130	113	0	0	365
Total	**15**	**107**	**130**	**113**	**0**	**0**	**365**
Council District(s) 6	Project (23-01712) - General park improvements which may include related parking expansion and outdoor basketball court canopy.						
TRAIL CONNECTIONS, PARKING AND OTHER ENHANCEMENTS							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	200	300	300	400	434	0	1,634
Total	**200**	**300**	**300**	**400**	**434**	**0**	**1,634**
Council District(s) CW	Project (26-00675) - This project provides funding for trail connections, parking and other minor enhancements to existing hike and bike trail systems in various council districts.						
URBAN DESIGN ENHANCEMENTS							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	350	0	0	0	0	0	350
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	24	0	0	0	0	0	24
Total	**374**	**0**	**0**	**0**	**0**	**0**	**374**
Council District(s) CW	Project (26-00682) - This project provides funding for design enhancement and construction on linear trails and in parks.						
UTSA ATHLETICS COMPLEX							
2017 GO PARKS IMPROVEMENT BOND	2,368	5,956	1,656	0	0	0	9,980
Total	**2,368**	**5,956**	**1,656**	**0**	**0**	**0**	**9,980**
Council District(s) CW 8	Project (23-01713) - Leverage funding towards improvements to UTSA Athletics Complex to include but not limited to locker rooms, showers and restrooms.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RECREATION & CULTURE							
PARKS							
VILLA CORONADO PARK							
2017 GO PARKS IMPROVEMENT BOND	150	150	0	0	0	0	300
Total	**150**	**150**	**0**	**0**	**0**	**0**	**300**
Council District(s) 3	Project (23-01714) - General park improvements and rehabilitation.						
WHEATLEY HEIGHTS SPORTS COMPLEX							
2017 GO PARKS IMPROVEMENT BOND	2,983	0	0	0	0	0	2,983
Total	**2,983**	**0**	**0**	**0**	**0**	**0**	**2,983**
Council District(s) 2	Project (23-01715) - Renovations and improvements to include new locker rooms and other amenities.						
WOODLAWN LAKE PARK MULTI-GENERATIONAL CENTER							
2017 GO PARKS IMPROVEMENT BOND	340	1,350	3,304	0	0	0	4,994
TEXAS PARKS AND WILDLIFE GRANT	250	1,250	0	0	0	0	1,500
Total	**590**	**2,600**	**3,304**	**0**	**0**	**0**	**6,494**
Council District(s) CW 7	Project (23-01716) - Leverage funding for development of a multi-generational recreation facility.						
WORLD HERITAGE PARK & LAND ACQUISITION							
2017 GO PARKS IMPROVEMENT BOND	212	337	1,043	651	0	0	2,243
Total	**212**	**337**	**1,043**	**651**	**0**	**0**	**2,243**
Council District(s) 3 CW	Project (23-01717) - General park improvements, land acquisition and rehabilitation which may include projects at Concepción and Stinson Parks.						
ZARZAMORA CREEK (GENERAL MCMULLEN TO ALDERETE PARK)							
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	398	1,252	1,153	0	0	0	2,803
Total	**398**	**1,252**	**1,153**	**0**	**0**	**0**	**2,803**
Council District(s) 5	Project (26-00666) - This project provides funding for the development of a hike and bike trail project along Zarzamora Creek from General McMullen to Alderete Park.						
ZOO PARKING GARAGE							
2017 GO PARKS IMPROVEMENT BOND	2,373	7,092	2,245	0	0	0	11,710
Total	**2,373**	**7,092**	**2,245**	**0**	**0**	**0**	**11,710**
Council District(s) 2 CW	Project (23-01718) - Development of a new parking garage facility to service Brackenridge Park and San Antonio Zoo patrons.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TOTAL PARKS	**89,003**	**112,067**	**97,698**	**60,788**	**20,698**	**4,003**	**384,257**
TOTAL RECREATION & CULTURE	**94,375**	**117,711**	**107,689**	**64,928**	**20,698**	**4,003**	**409,404**
TRANSPORTATION							
AIR TRANSPORTATION							
AIR OPERATIONS AREA PERIMETER FENCE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	217	1,635	0	0	0	0	1,852
Total	**217**	**1,635**	**0**	**0**	**0**	**0**	**1,852**
Council District(s) CW	Project (33-00082) - This project provides funding for replacing portions of the existing Airport Security Perimeter Fence.						
AIRPLANE DISPLAY							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	539	0	0	0	539
Total	**0**	**0**	**539**	**0**	**0**	**0**	**539**
Council District(s) CW	Project (33-00248) - This project provides funding for the public display of historic aircraft at the airport.						
AIRPORT INTEGRATED CONTROL CENTER							
AIRPORT BOND FUNDS	0	0	8,550	0	0	0	8,550
INTERIM AIRPORT FINANCING	1,749	5,550	0	0	0	0	7,299
Total	**1,749**	**5,550**	**8,550**	**0**	**0**	**0**	**15,849**
Council District(s) CW	Project (33-00217) - This project provides funds to plan, design and construct a new Integrated Control Center for the International Airport.						
AIRPORT LIGHTING CONTROL AND MONITORING SYSTEM							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	367	0	0	0	367
Total	**0**	**0**	**367**	**0**	**0**	**0**	**367**
Council District(s) CW	Project (33-00099) - This project provides funding for the purchase and installation of a new lighting control and monitoring system to replace the previous system; end of life will be in 2020.						
AIRPORT ROADWAY IMPROVEMENTS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	424	343	565	406	0	1,738
Total	**0**	**424**	**343**	**565**	**406**	**0**	**1,738**
Council District(s) CW	Project (33-00071) - This project provides funding to evaluate and repair pavement failures.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
AIRPORT SECURITY PLAN IMPLEMENTATION							
TSA SURVEILLANCE PROGRAM	3,500	0	0	0	0	0	3,500
Total	**3,500**	**0**	**0**	**0**	**0**	**0**	**3,500**
Council District(s) CW	Project (33-00198) - This project provides funding for the design and install of improvements to the International Airport's landside and airside security. A portion of this project is eligible for reimbursement from an awarded Transportation Security Administration Grant.						
AIRPORT STREET IMPROVEMENTS STUDY							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	384	0	0	0	0	384
Total	**0**	**384**	**0**	**0**	**0**	**0**	**384**
Council District(s) CW	Project (33-00263) - This project provides funding for assessment and design recommendations for the airport streetscapes including drainage, sidewalks, landscaping, and lighting.						
AIRSIDE SECURITY PROGRAM							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	530	0	4,960	0	0	5,490
Total	**0**	**530**	**0**	**4,960**	**0**	**0**	**5,490**
Council District(s) CW	Project (33-00080) - This project provides funds to improve the overall security at the San Antonio International Airport by implementing a Perimeter Intrusion Detection System (PIDS). Implementation may include fencing line security, thermal cameras and millimeter wave radar systems.						
ARFF VEHICLE 1500 GAL							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	815	0	0	0	815
Total	**0**	**0**	**815**	**0**	**0**	**0**	**815**
Council District(s) CW	Project (33-00277) - This project provides funding for the purchase of one Aircraft Rescue Fire Fighting (ARFF) Vehicle (1500 gal) to replace a 2005 ARFF vehicle that will be 12 years old. The ARFF vehicles are a federal requirement mandated for SAT to maintain the ARFF index of C (based on the largest aircraft size utilizing SAT) as prescribed by Federal Aviation Regulation Part 139, the Airport Certification Manual, and the Airport Emergency Plan.						
ARFF VEHICLE 3000 GAL							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	824	0	0	0	0	0	824
Total	**824**	**0**	**0**	**0**	**0**	**0**	**824**
Council District(s) CW	Project (33-00246) - This project provides funding for replacing SAT's Airport Rescue and Firefighting (ARFF) R2 vehicle with an equal 3,000 gallon vehicle.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
BADGE AND ID EXPANSION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	262	0	0	0	0	262
Total	**0**	**262**	**0**	**0**	**0**	**0**	**262**

Council District(s)
CW

Project (33-00258) - This project provides funding for expanding the space allotted for the Badge and ID office providing additional room for applicant processing and applicant testing and a staff conference room.

CCTV/ACS SYSTEM REPLACEMENT							
AIRPORT BOND FUNDS	0	0	1,808	0	0	0	1,808
Total	**0**	**0**	**1,808**	**0**	**0**	**0**	**1,808**

Council District(s)
CW

Project (33-00250) - This project provides the funds to replace the Access Control System ("ACS") and Closed Circuit Television ("CCTV") system replacement at SAT which was last replaced in 2010. The project also includes the addition of up to 50 additional cameras and 15 additional access control doors.

CENTRAL DELIVERY INFRASTRUCTURE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	249	0	0	0	0	0	249
Total	**249**	**0**	**0**	**0**	**0**	**0**	**249**

Council District(s)
CW

Project (33-00087) - This project provides funding for a centralized location for concession deliveries to be inspected and then transported.

COMMON USE IMPLEMENTATION							
AIRPORT BOND FUNDS	0	0	2,476	0	0	0	2,476
AIRPORT IMPROVEMENT & CONTINGENCY FUND	2,318	0	0	0	0	0	2,318
Total	**2,318**	**0**	**2,476**	**0**	**0**	**0**	**4,794**

Council District(s)
CW

Project (33-00066) - This project will implement the IT components for common use system in Terminals A and B which provides the airport with flexibility for gates and hold rooms.

COMPREHENSIVE AIRPORT BUILDING ASSESSMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	1,180	405	416	0	0	0	2,001
Total	**1,180**	**405**	**416**	**0**	**0**	**0**	**2,001**

Council District(s)
CW

Project (33-00283) - This project provides funding for an assessment of all buildings owned by COSA, including Stinson. A Facility Condition Assessment (FCA) and report will be prepared for each COSA- owned building at San Antonio International and Stinson Municipal Airports, which will prioritize components of building systems that are in need of remedial work and assign each deteriorated component with both an approximate repair cost and repair priority.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
CONSOLIDATED RENTAL CAR FACILITY							
CUSTOMER FACILITY CHARGE BONDS	11,000	0	0	0	0	0	11,000
INTERIM AIRPORT FINANCING	5,987	0	0	0	0	0	5,987
Total	**16,987**	**0**	**0**	**0**	**0**	**0**	**16,987**
Council District(s) CW	Project (33-00079) - This project designs and constructs a consolidated rental car facility to centralize San Antonio International Airport rental car operators into a single facility. Project includes the demolition of the Hourly Parking Garage and the former Central Utility Plant & Environmental Services.						
CUP BUILDING ADDITION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	555	0	0	0	0	555
Total	**0**	**555**	**0**	**0**	**0**	**0**	**555**
Council District(s) CW	Project (33-00084) - This project provides funding for the design and construction of an addition to the new Central Utility Plant (CUP) for work space and a storage area.						
DEMO/REMEDIATION OF SURPLUS HANGARS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	366	0	1,216	0	0	1,744	3,326
Total	**366**	**0**	**1,216**	**0**	**0**	**1,744**	**3,326**
Council District(s) CW	Project (33-00285) - This project provides funding for demolishing and remediating Bldgs 1086, 1087, 1088, and Bldgs 1312, 1425, 1430. Hangars are beyond their useful life and require extensive repair to get to code. Demolition is needed to provide for future development, which will generate revenue for the airport.						
DISTRIBUTED ANTENNA SYSTEM UPGRADES							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	407	0	0	0	0	0	407
Total	**407**	**0**	**0**	**0**	**0**	**0**	**407**
Council District(s) CW	Project (33-00067) - This project provides funding for expanding the Distributed Antenna System into Terminal A to match the Terminal B system, improving public safety radio coverage.						
ELECTRIFICATION OF GROUND SUPPORT EQUIPMENT FOR EMISSIONS REDUCTION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	367	2,485	0	0	0	2,852
FAA - VOLUNTARY AIRPORT LOW EMISSION PROGRAM	0	0	3,037	0	0	0	3,037
Total	**0**	**367**	**5,522**	**0**	**0**	**0**	**5,889**
Council District(s) CW	Project (33-00209) - This project provides funding for installing (60) Ground Support Equipment (GSE) vehicle charging stations to reduce diesel GSE off of the airport in the apron areas of TA and TB to reduce ozone emissions.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
FACILITIES MANAGEMENT SOFTWARE PROGRAMS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	900	0	0	0	0	0	900
Total	**900**	**0**	**0**	**0**	**0**	**0**	**900**

Council District(s)

CW

Project (33-00052) - This project provides funding for the implementation of two software programs. The first enhances the tracking capabilities for critical assets for accurate reporting of maintenance and performance. The second software program is for real estate management.

FIRE ALARM SYSTEM UPGRADES							
AIRPORT BOND FUNDS	0	0	226	2,146	0	0	2,372
AIRPORT IMPROVEMENT & CONTINGENCY FUND	716	0	0	0	0	0	716
INTERIM AIRPORT FINANCING	0	1,366	0	0	0	0	1,366
Total	**716**	**1,366**	**226**	**2,146**	**0**	**0**	**4,454**

Council District(s)

CW

Project (33-00251) - This project provides funding for improvements and upgrades to the fire alarm system at SAT to include replacing 10 zone fire panels, removing all smoke detector devices, and removing and replacing a portion of the fire sprinkler system.

GIS IMPLEMENTATION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	262	299	296	0	0	857
Total	**0**	**262**	**299**	**296**	**0**	**0**	**857**

Council District(s)

CW

Project (33-00261) - This project provides funding for the development of GIS capabilities at the San Antonio Airport System to provide increased efficiencies, support ongoing and future capital programs, maintain compliance with FAA requirements for GIS data submittal and facilitate development and sharing of a common set of data.

IDENTITY MANAGEMENT SOLUTION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	1,064	0	0	0	0	0	1,064
Total	**1,064**	**0**	**0**	**0**	**0**	**0**	**1,064**

Council District(s)

CW

Project (33-00210) - This project provides funding for upgrading the system and process for verification of badge applications and renewals.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
IMPROVEMENTS TO AIRPORT-OWNED PROPERTY							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	250	265	273	283	290	298	1,659
INTERIM AIRPORT FINANCING	1,200	0	0	0	0	0	1,200
Total	**1,450**	**265**	**273**	**283**	**290**	**298**	**2,859**
Council District(s) CW	Project (33-00085) - This project provides funding for improvements, such as roof replacements, to city owned facilities.						
MAINTENANCE OFFICE RENOVATIONS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	532	1,087	0	0	0	0	1,619
Total	**532**	**1,087**	**0**	**0**	**0**	**0**	**1,619**
Council District(s) CW	Project (33-00074) - This project provides funding for the renovation of a new location for the Maintenance Division, making it closer to the terminal and airfield.						
MASTER PLAN UPDATE, SAT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	873	685	0	0	0	0	1,558
AIRPORT IMPROVEMENT PROGRAM GRANT	2,620	2,055	0	0	0	0	4,675
Total	**3,493**	**2,740**	**0**	**0**	**0**	**0**	**6,233**
Council District(s) CW	Project (33-00032) - This project provides funding for updating the Master Plan for the San Antonio International Airport. This update will be used as a planning and programming tool for future capital development.						
MUFIDS MODERNIZATION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	795	0	1,130	0	0	0	1,925
Total	**795**	**0**	**1,130**	**0**	**0**	**0**	**1,925**
Council District(s) CW	Project (33-00059) - This project provides funding for the design and implementation of the update of the Multi-User Flight Information Display System (MUFIDS), which is the arrival and departure display system at the San Antonio International Airport.						
NETWORK INFRASTRUCTURE REPLACEMENT							
INTERIM AIRPORT FINANCING	1,880	0	0	0	0	0	1,880
Total	**1,880**	**0**	**0**	**0**	**0**	**0**	**1,880**
Council District(s) CW	Project (33-00245) - Network equipment replacement for a large portion of network switches to include the core switches in the terminals, ARFF, Parking Garage, W. Cargo, etc. with installation dates prior to 2012.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
NORTHSIDE DEVELOPMENT ACCESS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	139	2,071	0	0	0	0	2,210
Total	**139**	**2,071**	**0**	**0**	**0**	**0**	**2,210**

Council District(s)
CW

Project (33-00027) - This project provides funding for the development of sites for tenants to lease on the northwest side of San Antonio International Airport.

OUTSIDE PLANT CAMPUS IT RING							
AIRPORT BOND FUNDS	0	0	4,828	0	0	0	4,828
INTERIM AIRPORT FINANCING	0	487	0	0	0	0	487
Total	**0**	**487**	**4,828**	**0**	**0**	**0**	**5,315**

Council District(s)
CW

Project (33-00044) - This project will complete the Outside Plant Communication Ring around the San Antonio International Airport. This work will provide the connectivity to all remaining distribution nodes

PAGING MODERNIZATION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	307	2,199	0	0	0	0	2,506
Total	**307**	**2,199**	**0**	**0**	**0**	**0**	**2,506**

Council District(s)
CW

Project (33-00068) - This project provides funding for upgrades to the Terminal A paging system to be consistent with Terminal B. Work will include design, bidding, and implementation.

PARKING, CCTV FOR ECON AND CELL LOTS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	379	3,565	0	0	0	3,944
Total	**0**	**379**	**3,565**	**0**	**0**	**0**	**3,944**

Council District(s)
CW

Project (33-00268) - This project provides funding for adding CCTV for econ and cell lots including the current cell lot and the green lot in all areas except the taxi hold area.

PARKING, GARAGE ELEVATORS REPLACEMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	150	0	0	0	0	0	150
Total	**150**	**0**	**0**	**0**	**0**	**0**	**150**

Council District(s)
CW

Project (33-00276) - This project provides funding for replacing the elevators in the long-term parking garage.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
PARKING, GARAGE SIGNAGE & SPACE IMPROVEMENTS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	637	0	0	0	0	0	637
Total	**637**	**0**	**0**	**0**	**0**	**0**	**637**

Council District(s)
CW

Project (33-00229) - This project provides funding for improvements to parking, garage signage, and space improvements.

PARKING, INSTALL CANOPIES AT SURFACE LOTS ENTRIES AND EXIT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	450	0	0	0	0	0	450
Total	**450**	**0**	**0**	**0**	**0**	**0**	**450**

Council District(s)
CW

Project (33-00242) - This project provides funding for the installation of fixed canopies in the added public parking areas where the newly installed Parking Revenue Control System is located at the entry and exit positions.

PARKING, LONG TERM PARKING GARAGE STRUCTURAL REPAIRS							
INTERIM AIRPORT FINANCING	3,056	309	0	0	0	0	3,365
Total	**3,056**	**309**	**0**	**0**	**0**	**0**	**3,365**

Council District(s)
CW

Project (33-00239) - This project provides funding for the proposed maintenance and repair schedule provided by structural engineers in FY15 to ensure that the garage is a viable and safe structure for the remainder of its expected life cycle.

PARKING, UPGRADE WIRING AND SPACE INDICATORS IN LONG TERM PARKING GARAGE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	4,407	0	1,007	0	0	0	5,414
Total	**4,407**	**0**	**1,007**	**0**	**0**	**0**	**5,414**

Council District(s)
CW

Project (33-00211) - This project provides funding to install parking indicators and motion/light sensors in the existing garages to match what is being done in the CONRAC.

PASSENGER BOARDING BRIDGES							
INTERIM AIRPORT FINANCING	0	2,488	0	0	0	0	2,488
Total	**0**	**2,488**	**0**	**0**	**0**	**0**	**2,488**

Council District(s)
CW

Project (33-00043) - This project provides funds for passenger boarding bridges, preconditioned air units, 400 Hz units, baggage chutes and potable water to replace the two loading bridges.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
PAVEMENT MAINTENANCE MANAGEMENT PLAN, LANDSIDE ROADS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	206	0	0	0	0	0	206
Total	**206**	**0**	**0**	**0**	**0**	**0**	**206**

Council District(s)
CW

Project (33-00265) - This project provides funding for a new Pavement Maintenance Management Plan for the landside roadway system. This plan will evaluate the pavement on the roadways leading up to and in front of the terminals to determine the condition and lifespan of the pavement and recommend a maintenance management plan.

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	436	0	0	0	436
Total	**0**	**0**	**436**	**0**	**0**	**0**	**436**

Council District(s)
CW

Project (33-00086) - This project provides funding for updating the Pavement Maintenance Management Program, which evaluates the pavement on the runways and taxiways to determine the lifespan of the pavement following Federal Aviation Administration guidelines.

PERIMETER ROAD RECONSTRUCTION							
AIRPORT IMPROVEMENT PROGRAM GRANT	0	636	0	0	0	0	636
AIRPORT PASSENGER FACILITY CHARGE	121	212	0	0	0	0	333
Total	**121**	**848**	**0**	**0**	**0**	**0**	**969**

Council District(s)
CW

Project (33-00024) - This project provides funding for the design and phased reconstruction of critical areas of the perimeter road.

PERIMETER ROAD RELOCATION AT TAXIWAY F							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	256	1,187	0	0	0	0	1,443
Total	**256**	**1,187**	**0**	**0**	**0**	**0**	**1,443**

Council District(s)
CW

Project (33-00278) - This project provides funding for the demolition and relocation of the existing perimeter road along a new alignment to the northwest of the existing alignment. The new roadway will consist of 2,410□ long and 24□ wide concrete pavement at Taxiway F. The relocation of the perimeter road will allow for expansion of the current tenant apron areas. Relocation of the perimeter road will allow for tenants to expand their aprons to provide for future growth and expansion of their business.

PERMANENT VMS SIGNS							
AIRPORT BOND FUNDS	0	0	3,832	0	0	0	3,832
Total	**0**	**0**	**3,832**	**0**	**0**	**0**	**3,832**

Council District(s)
CW

Project (33-00266) - This project provides funds for 10 new signs, replacing existing signs with Variable Message Signs, and purchasing Venus 1500 software to manipulate new signage.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
PHYSICAL SECURITY INFORMATION MANAGEMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	2,155	0	0	2,155
Total	**0**	**0**	**0**	**2,155**	**0**	**0**	**2,155**

Council District(s)
CW

Project (33-00216) - This project provides funding for the integration of technology between the systems used by Security, Operations, and Safety. Integration elements may include video, access control, Perimeter Intrusion Detection Systems, Standard Operating Procedures (SOP), and the fire alarm system.

PM/PROJECT CONTROLS SOFTWARE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	366	0	0	0	0	0	366
Total	**366**	**0**	**0**	**0**	**0**	**0**	**366**

Council District(s)
CW

Project (33-00262) - This project provides funding for a more robust system to better manage the projects, associated contracts, and especially the funding sources that are tied to these projects and contracts.

REHABILITATE WEST CARGO FACILITIES							
INTERIM AIRPORT FINANCING	257	3,828	0	0	0	0	4,085
Total	**257**	**3,828**	**0**	**0**	**0**	**0**	**4,085**

Council District(s)
CW

Project (33-00075) - This project rehabilitates the West Cargo Facilities as identified by the Master Plan.

RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM							
AIRPORT IMPROVEMENT PROGRAM GRANT	8,060	0	0	0	0	0	8,060
INTERIM AIRPORT FINANCING	2,015	0	0	0	0	0	2,015
Total	**10,075**	**0**	**0**	**0**	**0**	**0**	**10,075**

Council District(s)
CW

Project (33-00170) - This project provides funding for matching the Residential Acoustical Treatment Program, a federal program whereby residences located within eligible, FAA-determined noise exposure levels will be treated to reduce interior noise.

RING ROAD BRIDGE BEND REPAIR							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	506	0	0	0	0	0	506
Total	**506**	**0**	**0**	**0**	**0**	**0**	**506**

Council District(s)
CW

Project (33-00267) - This project provides funding for repairing concrete bent cracks in the upper level terminal roadway.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
RINGDOWN SYSTEM REPLACEMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	338	0	0	0	338
Total	**0**	**0**	**338**	**0**	**0**	**0**	**338**

Council District(s)
CW

Project (33-00247) - This project provides funding for a Ringdown system ("crash phone") replacement at SAT. The system was installed in 2008 and should be upgraded to the most current system.

RUNWAY 12R DECOUPLE & RECONSTRUCTION							
AIRPORT BOND FUNDS	0	0	0	0	1,165	3,113	4,278
AIRPORT IMPROVEMENT & CONTINGENCY FUND	100	0	0	0	0	0	100
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	0	0	3,495	9,338	12,833
Total	**100**	**0**	**0**	**0**	**4,660**	**12,451**	**17,211**

Council District(s)
CW

Project (33-00088) - This project funds an airfield assessment in FY 2013. In later fiscal years, it will design and construct a decouple of Runway 12R from Runway 4/22.

RUNWAY 12R REHABILITATION							
AIRPORT BOND FUNDS	0	0	6,349	0	0	0	6,349
AIRPORT IMPROVEMENT & CONTINGENCY FUND	1,096	0	0	0	0	0	1,096
AIRPORT IMPROVEMENT PROGRAM GRANT	0	5,395	9,848	0	0	0	15,243
INTERIM AIRPORT FINANCING	0	1,798	0	0	0	0	1,798
Total	**1,096**	**7,193**	**16,197**	**0**	**0**	**0**	**24,486**

Council District(s)
CW

Project (33-00178) - This project will reconstruct two separate sections of concrete runway pavement of Runway 12R, including the rehabilitation of portions of adjacent taxiways, and replace the runway lighting.

SAT AIRCRAFT WASHRACK							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	323	323
Total	**0**	**0**	**0**	**0**	**0**	**323**	**323**

Council District(s)
CW

Project (33-00168) - This project provides funding for the construction of, on the airside apron, a covered wash rack with an oil water separator for airport tenant equipment.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
SAT, AIRPORT DESIGN STANDARD MANUAL							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	705	0	0	0	0	705
Total	**0**	**705**	**0**	**0**	**0**	**0**	**705**

Council District(s)

CW

Project (33-00286) - This project provides funding for a Design Standards Manual for the San Antonio Airport System. The goal is to establish a cohesive design standard to create consistency and efficiency between projects. The San Antonio Airport System (SAAS) currently does not have a Design Standard Criteria Manual (DSCM) for the Aviation Department, consultants, contractors, or tenants. The goal for developing and adopting a DSCM is to define uniform design and construction standards, code requirements, details, products, and practices for new construction, additions/alterations, renovations and improvement projects. This document would facilitate current and future proposals and disputes on types of material used, type of design and processes and procedures.

SEWER REPLACEMENT FOR BLDGS 1320 & 1322							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	264	0	0	0	0	0	264
Total	**264**	**0**	**0**	**0**	**0**	**0**	**264**

Council District(s)

CW

Project (33-00284) - This project provides funding for the replacement of the existing 4" clay pipe under Airport Badge & ID office (Bldg 1322). A sewer investigation will be conducted to determine the existing conditions under the Airport Police building (Bldg 1320). If clay pipe is discovered, it will be replaced with 6" PVC piping. The pipes are as old at the buildings and have never been replaced. The size needs to be increased to provide additional capacity, and the clay could break, requiring emergency sewer repairs under the building. The laterals from the exterior of the buildings to the sanitary manhole have been replaced with 6" PVC. Existing 4" clay under buildings tie into the new 6" PVC lines.

STINSON - AIRFIELD GENERATOR BLDG RECONSTRUCTION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	107	504	0	0	0	0	611
Total	**107**	**504**	**0**	**0**	**0**	**0**	**611**

Council District(s)

CW

Project (33-00287) - This project provides funding for the following elements of work: repair roof, wall, and building footing, which have caused the building to crack; add roll up door to facilitate installation of large equipment in building. Electrical generator building is failing. The roof collapsed 4 or 5 years ago, with major cracks in the building wall. It was temporarily shored up with 2 by 4□s. The building houses the airfield electrical regulators, fire suppression equipment, and the electrical generator. There is no way to get the electrical generator in/out of building if it needs to be replaced. A hole was cut into the wall and subsequently patched when the generator was installed in the building. It is recommended that a roll-up door or similar mechanism be added to access and/or install or remove large equipment in the future.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
STINSON - BUILDING 680 REHABILITATION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	858	0	0	0	0	0	858
Total	**858**	**0**	**0**	**0**	**0**	**0**	**858**

Council District(s)

CW

Project (33-00290) - This project provides funding for the replacement of all insulation in Building 680 located at Stinson airport. This project is needed because the insulation has reached the end of its useful life and needs to be replaced. It has deteriorated and is falling from the ceiling and walls and is aesthetically unappealing to visitors. In addition, the Building 680 roof has been leaking and is damaging the interior of the building. The skylights were not installed properly and are leaking.

STINSON - BUILDING MODIFICATIONS							
STINSON REVOLVING FUND	50	50	50	50	50	50	300
TEXAS DEPARTMENT OF TRANSPORTATION	50	50	50	50	50	50	300
Total	**100**	**100**	**100**	**100**	**100**	**100**	**600**

Council District(s)

CW

Project (33-00033) - This project provides funding for the Texas Department of Transportation to administer the Routine Airport Maintenance Program which provides for basic improvements such as hangar repairs, fencing or other airside and landside needs.

STINSON - COMMANDER'S HOUSE REDEVELOPMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	541	541
Total	**0**	**0**	**0**	**0**	**0**	**541**	**541**

Council District(s)

CW

Project (33-00089) - This project provides funding for the replacement of the current roof and the preservation of the Commander's house.

STINSON - HANGAR 1, 2, 3 LEAD PAINT MITIGATION AND REFURBISHMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	1,393	1,393
Total	**0**	**0**	**0**	**0**	**0**	**1,393**	**1,393**

Council District(s)

CW

Project (33-00288) - This project provides funding for addressing flaking paint. During rain events or high humidity conditions, rust and paint chips drip on the aircraft stored in the hangars. Mitigation will also address the appearance of the hangars as part of the City□s beautification project in association with the World Heritage Beautification and the Mission District located around the airport.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
STINSON - LAND PREP							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	342	0	5,377	0	0	0	5,719
Total	**342**	**0**	**5,377**	**0**	**0**	**0**	**5,719**

Council District(s)
CW

Project (33-00234) - This project provides funding for the preparation of land for T hangars and corporate hangars at Stinson Municipal Airport. Project includes utilities, apron inlets to the sites, and land preparation assessments of other development areas.

STINSON - MAINTENANCE SHOP REFURBISHMENT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	293	293
Total	**0**	**0**	**0**	**0**	**0**	**293**	**293**

Council District(s)
CW

Project (33-00289) - This project provides funding for painting the exterior of the Maintenance Building at the Stinson Municipal Airport. The Airport Maintenance Building needs to be repainted as part of the City□s beautification project. As part of the beautification project, a mural may be painted on one of the exterior walls as part of the World Heritage Site initiatives. Whether or not the mural is painted, all exterior surfaces need to be prepared and repainted. The project scope consists of the following elements: prepare and paint exterior walls of maintenance building; paint roof with Elastomeric paint.

STINSON - MASTER PLAN UPDATE							
STINSON REVOLVING FUND	0	0	0	655	0	0	655
Total	**0**	**0**	**0**	**655**	**0**	**0**	**655**

Council District(s)
CW

Project (33-00235) - This project provides funding for the update of the Master Plan for Stinson Municipal Airport and will include a stormwater study. This update will be used as a planning and programming tool for future capital development.

STINSON - MONUMENT & DIRECTIONAL SIGNAGE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	254	0	0	0	0	254
Total	**0**	**254**	**0**	**0**	**0**	**0**	**254**

Council District(s)
CW

Project (33-00236) - This project provides funding for the design and installation of a new monument and directional signage in the area surrounding the Stinson Municipal Airport. This project will be in conjunction with the World Heritage Foundation efforts.

STINSON - PARKING LOT							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	725	0	0	0	0	0	725
Total	**725**	**0**	**0**	**0**	**0**	**0**	**725**

Council District(s)
CW

Project (33-00055) - This project provides funding for the lighting, bumper stops, and striping for the new parking lot at the Stinson Municipal Airport Terminal Building.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
STINSON - ROOSEVELT ACCESS PARKWAY							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	876	3,945	0	0	0	0	4,821
Total	**876**	**3,945**	**0**	**0**	**0**	**0**	**4,821**

Council District(s)
CW

Project (33-00237) - This project provides funding for the design and construction of a new continuous road linking Roosevelt Avenue to Mission Road. The first phase includes constructing a new intersection at 96th Street and Roosevelt Avenue.

STINSON - TAXIWAY D UPGRADE							
STINSON REVOLVING FUND	0	0	57	527	0	0	584
TEXAS DEPARTMENT OF TRANSPORTATION	0	0	514	4,745	0	0	5,259
Total	**0**	**0**	**571**	**5,272**	**0**	**0**	**5,843**

Council District(s)
CW

Project (33-00238) - This project provides funding for the design and construction of a separation between Runway 9/27 and Taxiway D to bring Runway 9/27 to a B-II standard. TxDOT will administer the project.

STINSON - TERMINAL ROOF REPLACEMENT							
STINSON REVOLVING FUND	0	457	0	0	0	0	457
Total	**0**	**457**	**0**	**0**	**0**	**0**	**457**

Council District(s)
CW

Project (33-00091) - This project provides funding for the replacement of areas of the original roof in the Terminal Building of the Stinson Municipal Airport not included in expansion project.

STINSON AERONAUTICAL SURVEY							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	331	0	0	0	0	0	331
Total	**331**	**0**	**0**	**0**	**0**	**0**	**331**

Council District(s)
CW

Project (33-00274) - This project provides funding for an aeronautical survey for SSF in accordance with FAA Advisory Circulars 150/5300 16A, 150/5300 17C, and 150/5300 18B to obtain high quality obstacle data.

STINSON DRAINAGE PLAN							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	345	0	345
Total	**0**	**0**	**0**	**0**	**345**	**0**	**345**

Council District(s)
CW

Project (33-00275) - This project provides funding for updating the Stinson Master Plan to include a drainage study.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
STINSON HIKE & BIKE							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	515	0	0	0	0	0	515
Total	**515**	**0**	**0**	**0**	**0**	**0**	**515**

Council District(s)
CW

Project (33-00273) - This project provides funding for the development of a hike and bike trail between San Antonio Mission Reach and the Stinson Airport.

STINSON LAND ACQ. RW 14/32 RPZ							
STINSON REVOLVING FUND	16	273	0	0	0	0	289
TEXAS DEPARTMENT OF TRANSPORTATION	143	2,453	0	0	0	0	2,596
Total	**159**	**2,726**	**0**	**0**	**0**	**0**	**2,885**

Council District(s)
CW

Project (33-00272) - This project provides funding for environmental and archeological surveys for land acquisition in 2018 and then the actual land acquisition in 2019. The project will be managed by the Texas Department of Transportation.

STORMWATER OUTFALL REPAIRS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	386	0	0	0	0	0	386
Total	**386**	**0**	**0**	**0**	**0**	**0**	**386**

Council District(s)
CW

Project (33-00036) - This project provides funding for the repair, replacement and installation of stormwater system outfall structures at both airports to include velocity dissipation control.

SYSTEMS INTEGRATION PROJECT (AODB)							
AIRPORT BOND FUNDS	0	0	1,631	0	0	0	1,631
INTERIM AIRPORT FINANCING	0	299	0	0	0	0	299
Total	**0**	**299**	**1,631**	**0**	**0**	**0**	**1,930**

Council District(s)
CW

Project (33-00232) - This project will integrate key airport systems through an airport operational database (AODB) to improve facility operation and control and assist in reducing revenue losses.

TAXIWAY E RECONSTRUCTION							
AIRPORT IMPROVEMENT PROGRAM GRANT	0	3,869	0	0	0	0	3,869
INTERIM AIRPORT FINANCING	72	1,290	0	0	0	0	1,362
Total	**72**	**5,159**	**0**	**0**	**0**	**0**	**5,231**

Council District(s)
CW

Project (33-00194) - This project will reconstruct Taxiway E in a new location, including associated grading, lighting, signage and markings.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
TAXIWAY H RECONSTRUCTION							
AIRPORT BOND FUNDS	0	0	713	1,841	0	0	2,554
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	0	5,522	0	0	5,522
Total	**0**	**0**	**713**	**7,363**	**0**	**0**	**8,076**

Council District(s)
CW

Project (33-00094) - This project will design and reconstruct a portion of Taxiway H which has been identified in the Pavement Management Study as in need of reconstruction.

TENANT VOIP							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	155	0	545	0	0	0	700
Total	**155**	**0**	**545**	**0**	**0**	**0**	**700**

Council District(s)
CW

Project (33-00069) - This project provides funding for the expansion of Tenant Voice over Internet Protocol (VoIP) services to tenants. This work will include design, bidding, and implementation.

TERMINAL A AND B STERILE AREA EXIT MONITORING SYSTEM							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	1,257	1,257
Total	**0**	**0**	**0**	**0**	**0**	**1,257**	**1,257**

Council District(s)
CW

Project (33-00280) - This project provides funding for the purchase and installation of a system to detect and warn off backflow of passengers or unauthorized entry into the sterile areas. The exit monitoring system will be installed in the landside area adjacent to the sterile area in both Terminal A and Terminal B. Signage will be installed to warn passengers not to proceed past the line where the monitoring system detects reverse flow. The new system will be integrated with the Access Control System allowing exit lane monitoring by TSA, OCC, and Airport Security. This project improves the security technology in order to mitigate the risk of security breaches, reception of Letters of Investigation and Civil Penalties from TSA.

TERMINAL A ELECTRICAL SYSTEM EXPANSION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	3,154	0	0	0	0	0	3,154
Total	**3,154**	**0**	**0**	**0**	**0**	**0**	**3,154**

Council District(s)
CW

Project (33-00253) - This project provides funding for the installation of redundant systems so that SAT can perform preventative maintenance without shutting down the Terminal building. This will include replacement of 400Hz motor generators, which have been in service for 16 years, the addition of jetbridges and BHS to emergency backup circuits, installation of new conductors, and the upsizing of the current emergency power generator/or additional generator.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
TERMINAL A GREASE TRAP RELOCATION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	188	0	0	0	0	0	188
Total	**188**	**0**	**0**	**0**	**0**	**0**	**188**

Council District(s)
CW

Project (33-00256) - This project provides funding for the relocation of TA Terminal A grease traps from mechanical rooms to outside encasing units to mirror the grease traps at Terminal B.

TERMINAL A IT CUTOVER							
AIRPORT BOND FUNDS	0	0	2,541	0	0	0	2,541
INTERIM AIRPORT FINANCING	212	358	0	0	0	0	570
Total	**212**	**358**	**2,541**	**0**	**0**	**0**	**3,111**

Council District(s)
CW

Project (33-00056) - This project decommissions the communication rooms no longer part of the essential infrastructure for Terminal A and re-cables to the permanent communication rooms that were established under the Terminal A and Campus IT Modernization project.

TERMINAL A NEW CONCESSION SPACE							
AIRPORT BOND FUNDS	0	0	0	0	0	1,488	1,488
Total	**0**	**0**	**0**	**0**	**0**	**1,488**	**1,488**

Council District(s)
CW

Project (33-00281) - This project creates a new concession space of north food court in Terminal A. The proposed location comprises a new two story building infill, including site work, foundations, exterior enclosure, roof, and build-out of approximately 500 SF of concession space at the upper level. The Project will also include modifications to, and extension of, the existing mechanical, electrical, and plumbing (MEP) systems to service the new concession.

TERMINAL A RENOVATIONS AND REFURBISHMENT II							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	5,130	5,781	4,360	0	0	0	15,271
Total	**5,130**	**5,781**	**4,360**	**0**	**0**	**0**	**15,271**

Council District(s)
CW

Project (33-00096) - This project provides funding for the design and expansion of the customs facility in Terminal A, which is the second phase of work for this project.

TERMINAL A RENOVATIONS III							
AIRPORT BOND FUNDS	0	0	0	6,965	0	0	6,965
INTERIM AIRPORT FINANCING	6,807	4,117	0	0	0	0	10,924
Total	**6,807**	**4,117**	**0**	**6,965**	**0**	**0**	**17,889**

Council District(s)
CW

Project (33-00219) - This project provides funding for the design and construction of the third phase of work on building infrastructure needs including HVAC replacement, improvements to the vaulted ceiling, installation of curbside canopies, sidewalk re-finishing, and window re-sealing.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
TERMINAL A SECURITY CHECKPOINT EXPANSION							
INTERIM AIRPORT FINANCING	204	1,814	0	0	0	0	2,018
Total	**204**	**1,814**	**0**	**0**	**0**	**0**	**2,018**

Council District(s)
CW

Project (33-00221) - This project provides funding for the design and construction of the expansion of the Terminal A Security Checkpoint to allow for additional security lines.

TERMINAL A, CONCESSIONS RECEIVING AREA							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	46	214	0	0	0	0	260
Total	**46**	**214**	**0**	**0**	**0**	**0**	**260**

Council District(s)
CW

Project (33-00282) - This project provides funding for the completion of the receiving area required in Terminal A for the overall new central delivery system. The concession receiving area will provide for limited storage of product within the terminal for all concessionaires. A receiving area room with storage lockers and some refrigeration space will be constructed in the Gate 16 area of Terminal A.

TERMINAL ANTI-VEHICLE BARRIERS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	155	0	0	0	0	0	155
Total	**155**	**0**	**0**	**0**	**0**	**0**	**155**

Council District(s)
CW

Project (33-00249) - This project provides funding for the installation of an anti-vehicle barrier system (e.g. bollards) along the terminal frontage and access points (glass doors) leading into both Terminals (A & B) from the passenger curbside. This project will include both the upper and lower roadways.

TERMINAL AREA TAXIWAYS							
AIRPORT IMPROVEMENT PROGRAM GRANT	3,375	0	0	0	0	0	3,375
INTERIM AIRPORT FINANCING	1,125	0	0	0	0	0	1,125
Total	**4,500**	**0**	**0**	**0**	**0**	**0**	**4,500**

Council District(s)
CW

Project (33-00193) - This project includes the reconstruction of Taxiway G, from Runway 4/22 to Taxiway A, and Taxiway N, from Runway 12R southwest to Runway 4/22; and construction of new parallel taxiways to both Taxiways G and N. The project also includes the development of a Surface Movement Guidance Control System (SMGCS) Plan.

TERMINAL B BLAST PROTECTION							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	944	944
Total	**0**	**0**	**0**	**0**	**0**	**944**	**944**

Council District(s)
CW

Project (33-00097) - This project provides funding for a blast protection film and window impact protection anchoring system to Terminal B windows, upper and lower level. It will also install precast panels at level of the Parking Garage for blast protection.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
AIR TRANSPORTATION							
TERMINAL B, DUMPSTER STORMWATER, RECYCLING AND SANITARY IMPROVEMENTS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	337	0	0	0	0	0	337
Total	**337**	**0**	**0**	**0**	**0**	**0**	**337**

Council District(s)
CW

Project (33-00244) - This project provides funding for redesigning and correcting a stormwater drainage area located near Terminal B containing a dumpster, compactor, and recycle unit.

TRITURATOR FACILITY IMPROVEMENTS							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	108	0	0	0	0	108
Total	**0**	**108**	**0**	**0**	**0**	**0**	**108**

Council District(s)
CW

Project (33-00057) - This project provides funding for an improved triturator facility, including larger pipes, pit modifications, new manholes, IT/access control improvements, and repairs to adjacent apron and retaining wall.

TOTAL AIR TRANSPORTATION	**86,379**	**63,362**	**70,021**	**30,760**	**5,801**	**20,832**	**277,155**
TRANSPORTATION							
STREETS							
1604/BULVERDE ROAD TURNAROUNDS							
2017 GO STREET IMPROVEMENT BOND	5	5	3	0	0	0	13
Total	**5**	**5**	**3**	**0**	**0**	**0**	**13**

Council District(s)
10

Project (23-01558) - Leverage funds toward construction of turnarounds under the North 1604/Bulverde intersection. Cost reflects City of San Antonio□s contribution to a proposed federally funded project.

AEROMEDICAL DRIVE							
2015 SELF SUPPORTING CERTIFICATES OF OBLIGATION	565	0	0	0	0	0	565
Total	**565**	**0**	**0**	**0**	**0**	**0**	**565**

Council District(s)
3

Project (23-01464) - This project provides funding for the realignment and extension of Aeromedical Drive, a three-lane, undivided roadway extending 540 feet south from Sidney Brooks to Junkin Dr. The project will include street, drainage and utility infrastructure.

ALAMO (COMMERCE TO CESAR CHAVEZ)							
2007 GO STREET IMPROVEMENT BOND-A	788	0	0	0	0	0	788
Total	**788**	**0**	**0**	**0**	**0**	**0**	**788**

Council District(s)
1

Project (40-00263) - This project will provide for streets and drainage improvements associated with Hemisfair Park. Alamo and Cesar Chavez will be a complete streets and low impact development project.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
APPLEWHITE ROAD INTERSECTION (SOUTH OF WATSON ROAD)							
2017 GO STREET IMPROVEMENT BOND	121	256	620	0	0	0	997
Total	**121**	**256**	**620**	**0**	**0**	**0**	**997**
Council District(s) 3	Project (23-01559) - Reconstruct and widen Applewhite intersection south of Watson. Includes traffic signal modifications as appropriate and within available funding.						
ATD FY 2018 BIKE FACILITIES							
ADVANCED TRANSPORTATION DISTRICT	500	0	0	0	0	0	500
Total	**500**	**0**	**0**	**0**	**0**	**0**	**500**
Council District(s) CW	Project (23-01741) - This project provides funding for the planning, design, and construction of bike facility projects.						
ATD FY 2018 INTELLIGENT TRAFFIC SYSTEM							
ADVANCED TRANSPORTATION DISTRICT	375	0	0	0	0	0	375
Total	**375**	**0**	**0**	**0**	**0**	**0**	**375**
Council District(s) CW	Project (23-01745) - This project will provide backup batteries for traffic signals that are activated if a loss of power occurs, i.e., during severe storm. This keeps the signals operating 4 to 5 hours without an external power. Also covers additional detection equipment and CCTV cameras.						
ATD FY 2018 INTERSECTION SAFETY IMPROVEMENT							
ADVANCED TRANSPORTATION DISTRICT	850	0	0	0	0	0	850
Total	**850**	**0**	**0**	**0**	**0**	**0**	**850**
Council District(s) CW	Project (23-01747) - This project provides funding for the modification of the Wiesman Blvd. and Ellison Dr. intersection to improve transportation mobility, to include turn lanes, deceleration/acceleration lanes, and medians.						
ATD FY 2018 SIDEWALKS							
ADVANCED TRANSPORTATION DISTRICT	5,000	0	0	0	0	0	5,000
Total	**5,000**	**0**	**0**	**0**	**0**	**0**	**5,000**
Council District(s) CW	Project (23-01743) - This project provides funding for the construction of sidewalks where there are gaps in sidewalk coverage. This will also include a cost sharing program with residents.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
ATD FY 2018 TRAFFIC CALMING							
ADVANCED TRANSPORTATION DISTRICT	1,750	0	0	0	0	0	1,750
Total	**1,750**	**0**	**0**	**0**	**0**	**0**	**1,750**

Council District(s)

CW

Project (23-01759) - This project will provide funding to implement a comprehensive Traffic Calming Program including planning, design, and construction of traffic calming projects as well as the purchase of temporary radar speed trailers. The speed radar trailers are mobile and easy to setup for implementation and are used to make drivers aware of their speed by providing an instant displayed message.

ATD ITSD TRAFFIC SIGNAL COMMUNICATION							
ADVANCED TRANSPORTATION DISTRICT	2,000	0	0	0	0	0	2,000
Total	**2,000**	**0**	**0**	**0**	**0**	**0**	**2,000**

Council District(s)

CW

Project (23-01746) - This project provides funding for the continuation of a 5 year plan consisting of additional data circuits at intersections, which allow communication to the Transportation & Infrastructure Management Center (TIMC), maintenance of the new wireless communication, and fiber installation at intersections closest to City facilities (underground or aerial).

BITTERS ROAD INTERSECTION & SIDEWALKS (SAVANNAH PASS TO BLANCO ROAD)							
2017 GO STREET IMPROVEMENT BOND	376	726	3,449	516	0	0	5,067
Total	**376**	**726**	**3,449**	**516**	**0**	**0**	**5,067**

Council District(s)

9

Project (23-01560) - Construct intersection, traffic signal and sidewalk improvements. Includes adding left-turn lanes at Savannah Pass and Partridge Trail; and a dedicated right-turn lane from Bitters onto northbound Blanco Road.

BRAC INFRASTRUCTURE PROJECTS							
2009 TAX NOTES	323	0	0	0	0	0	323
Total	**323**	**0**	**0**	**0**	**0**	**0**	**323**

Council District(s)

2 10

Project (40-00206) - This project provides funding for BRAC-related capital improvement projects located around Fort Sam Houston. The scope of the project will be executed up to funds available in the project budget. This project may include acquisition of necessary right of way.

BROADWAY AREA STREET IMPROVEMENTS							
UNISSUED CERTIFICATES OF OBLIGATION	500	0	0	0	0	0	500
Total	**500**	**0**	**0**	**0**	**0**	**0**	**500**

Council District(s)

1

Project (23-01766) - Provides funding for street improvements in the Broadway area which may include pavement, sidewalks, bike lanes, curbs, pavement markings and traffic signal work.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
BROADWAY STREET CORRIDOR (EAST HOUSTON STREET TO EAST HILDEBRAND AVENUE)							
2017 GO STREET IMPROVEMENT BOND	1,217	10,310	12,147	18,268	0	0	41,942
Total	**1,217**	**10,310**	**12,147**	**18,268**	**0**	**0**	**41,942**
Council District(s): CW	Project (23-01561) - Reconstruct Broadway from E. Houston to Hildebrand with curbs, sidewalks, driveway approaches, bicycle amenities, lighting, drainage and traffic improvements as appropriate and within available funds. City funding will leverage state and federal funding.						
BROADWAY UNDERPASS PARKING LOT							
PARKING OPERATING FUND	250	0	0	0	0	0	250
SAN ANTONIO RIVER AUTHORITY	100	0	0	0	0	0	100
TAX INCREMENT REINVESTMENT ZONE (TIRZ)	1,044	0	0	0	0	0	1,044
Total	**1,394**	**0**	**0**	**0**	**0**	**0**	**1,394**
Council District(s): 1 2	Project (19-00025) - This project provides funding for the design and construction of a surface parking lot at the intersection of Broadway and the IH35/US Hwy 281 interchange						
BROOKS CITY BASE INFRASTRUCTURE IMPROVEMENTS							
2012 SELF SUPPORTING CERTIFICATES OF OBLIGATION	893	0	0	0	0	0	893
Total	**893**	**0**	**0**	**0**	**0**	**0**	**893**
Council District(s): 3	Project (40-00450) - This project provides funding for infrastructure improvements to facilitate future development.						
BROOKS CITY BASE INNER CIRCLE ROAD (LOUIS BAUER DRIVE TO RESEARCH PLAZA)							
2017 GO STREET IMPROVEMENT BOND	1,191	1,684	0	0	0	0	2,875
Total	**1,191**	**1,684**	**0**	**0**	**0**	**0**	**2,875**
Council District(s): CW	Project (23-01562) - Extend and improve Inner Circle from Louis Bauer to Research Plaza.						
BROOKS CITY BASE SOUTH NEW BRAUNFELS AVENUE (LYSTER ROAD TO AVIATION LANDING)							
2017 GO STREET IMPROVEMENT BOND	3,442	5,450	1,269	0	0	0	10,161
Total	**3,442**	**5,450**	**1,269**	**0**	**0**	**0**	**10,161**
Council District(s): CW	Project (23-01563) - Extend New Braunfels within Brooks City Base to proposed intersection with Lyster Road, continuing to the intersection of Aviation Landing.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
BROOKS CITY BASE STINSON CORRIDOR (RESEARCH PLAZA TO SOUTH PRESA STREET)							
2017 GO STREET IMPROVEMENT BOND	3,296	5,216	1,215	0	0	0	9,727
Total	**3,296**	**5,216**	**1,215**	**0**	**0**	**0**	**9,727**

Council District(s)

CW

Project (23-01564) - New roadway alignment of Research Plaza to South Presa.

BROOKS-S NEW BRAUNFELS (LYSTER LOOP 410 S)							
2017 CERTIFICATES OF OBLIGATION	2,000	0	0	0	0	0	2,000
Total	**2,000**	**0**	**0**	**0**	**0**	**0**	**2,000**

Council District(s)

3

Project (23-03747) - This project provides funding for the design, engineering, planning, right-of-way acquisition, environmental studies and utility requirements for the extension of South New Braunfels from Lyster Road to Loop 410 South.

BUENA VISTA CORRIDOR							
2012 GO STREET IMPROVEMENT BOND	1,140	0	0	0	0	0	1,140
Total	**1,140**	**0**	**0**	**0**	**0**	**0**	**1,140**

Council District(s)

5

Project (40-00291) - Improve pedestrian connectivity on Buena Vista between Frio and Santa Rosa. Aesthetic and lighting enhancements will be added as appropriate and within available funding. This project may include acquisition of necessary right of way.

BULVERDE ROAD PHASE 1 (BUTTERLEIGH DRIVE TO NORTH OF QUIET MEADOW STREET)							
2017 GO STREET IMPROVEMENT BOND	1,200	1,331	5,964	8,475	0	0	16,970
Total	**1,200**	**1,331**	**5,964**	**8,475**	**0**	**0**	**16,970**

Council District(s)

10

Project (23-01565) - Reconstruct and widen Bulverde Road with curbs, sidewalks, driveway approaches, traffic signal and drainage improvements, as appropriate and within available funding. This is a continuation of Bexar County's Street and Drainage Improvements Project to realign Jung Road to Quiet Meadow.

BYNUM AVENUE (WEST GERALD AVENUE TO SOUTHWEST MILITARY DRIVE)							
2017 GO STREET IMPROVEMENT BOND	724	1,050	3,007	2,933	0	0	7,714
Total	**724**	**1,050**	**3,007**	**2,933**	**0**	**0**	**7,714**

Council District(s)

4

Project (23-01566) - Reconstruct Bynum from W. Gerald to S.W. Military with curbs, sidewalks, driveway approaches, drainage and other improvements as appropriate and within available funding.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
CALLAGHAN RD (IH 410 TO SP 421)							
2012 GO STREET IMPROVEMENT BOND	913	0	0	0	0	0	913
Total	**913**	**0**	**0**	**0**	**0**	**0**	**913**

Council District(s)
7

Project (40-00292) - Reconstruct and widen Callaghan to four lanes with a continuous left-turn lane from Bandera Road to Loop 410. Curbs, sidewalks, a shared use path, driveways, traffic signal and drainage improvements Cost reflects City of San Antonio contribution to a proposed federally funded project. This project includes acquisition of necessary right of way.

CAMARON STREET (WEST HOUSTON STREET TO FOX TECH HIGH SCHOOL)							
2017 GO STREET IMPROVEMENT BOND	496	1,807	2,185	0	0	0	4,488
Total	**496**	**1,807**	**2,185**	**0**	**0**	**0**	**4,488**

Council District(s)
CW 1

Project (23-01567) - Develop pedestrian corridor improvements, as appropriate on Camaron and Kingsbury from W. Houston to Flores near Fox Tech High School.

CESAR CHAVEZ CORRIDOR							
2012 GO STREET IMPROVEMENT BOND	1,076	0	0	0	0	0	1,076
2012 GO STREET IMPROVEMENT BOND-A	1,000	0	0	0	0	0	1,000
Total	**2,076**	**0**	**0**	**0**	**0**	**0**	**2,076**

Council District(s)
5

Project (40-00298) - Improve pedestrian connectivity on Cesar Chavez between Frio and Santa Rosa. Aesthetic and lighting enhancements will be added as appropriate and within available funding. This project may include acquisition of necessary right of way.

COMMERCE CORRIDOR							
2012 GO STREET IMPROVEMENT BOND	1,221	0	0	0	0	0	1,221
2012 GO STREET IMPROVEMENT BOND-A	1,000	0	0	0	0	0	1,000
Total	**2,221**	**0**	**0**	**0**	**0**	**0**	**2,221**

Council District(s)
5

Project (40-00299) - Improve pedestrian connectivity on Commerce between Frio and Santa Rosa. Aesthetic and lighting enhancements will be added as appropriate and within available funding. This project may include acquisition of necessary right of way.

COMMERCE STREET (FRIO STREET TO SANTA ROSA STREET)							
2017 GO STREET IMPROVEMENT BOND	2,939	5,165	3,694	0	0	0	11,798
Total	**2,939**	**5,165**	**3,694**	**0**	**0**	**0**	**11,798**

Council District(s)
CW 1

Project (23-01569) - Reconstruct Commerce from Santa Rosa to Frio. Includes pedestrian amenities, and streetscape improvements as appropriate and within available funding. This is a continuation of the 2012 Bond Program project.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
COMMERCE STREET (ST. MARY'S STREET TO SANTA ROSA STREET)							
2017 GO STREET IMPROVEMENT BOND	474	705	3,212	1,597	0	0	5,988
Total	**474**	**705**	**3,212**	**1,597**	**0**	**0**	**5,988**
Council District(s) CW 1	Project (23-01568) - Reconstruct Commerce Street from St. Mary□s to Santa Rosa. Includes wayfinding signage, pedestrian amenities, and streetscape improvements as appropriate and within available funding. These funds will supplement the 2012 Bond Program project.						
COUNCIL DISTRICT 8 INFRASTRUCTURE IMPROVEMENTS							
2013 TAX NOTES	442	0	0	0	0	0	442
Total	**442**	**0**	**0**	**0**	**0**	**0**	**442**
Council District(s) 8	Project (40-00279) - This project provides funding for infrastructure improvements throughout Council District 8. This project may include acquisition of necessary right of way.						
DEZAVALA ROAD (I-10 FRONTAGE ROAD TO LOCKHILL SELMA ROAD)							
2017 GO STREET IMPROVEMENT BOND	6,176	8,993	0	0	0	0	15,169
Total	**6,176**	**8,993**	**0**	**0**	**0**	**0**	**15,169**
Council District(s) 8	Project (23-01570) - Reconstruct and widen DeZavala from I-10 to Lockhill Selma. Includes curbs, sidewalks, driveway approaches, improved railroad crossing, intersection signal modifications and drainage improvements as appropriate and within available funding.						
DISTRICT 1 AREA PEDESTRIAN MOBILITY & STREET							
2012 GO STREET IMPROVEMENT BOND	906	0	0	0	0	0	906
Total	**906**	**0**	**0**	**0**	**0**	**0**	**906**
Council District(s) 1	Project (40-00296) - This provides funds to construct pedestrian mobility and street improvement projects.						
DISTRICT 1 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	348	2,914	3,103	2,621	0	0	8,986
Total	**348**	**2,914**	**3,103**	**2,621**	**0**	**0**	**8,986**
Council District(s) 1	Project (23-01571) - Construct pedestrian mobility and street improvement projects.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
DISTRICT 2 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	191	1,467	1,666	1,469	0	0	4,793
Total	**191**	**1,467**	**1,666**	**1,469**	**0**	**0**	**4,793**
Council District(s) 2	Project (23-01572) - Construct pedestrian mobility and street improvement projects.						
DISTRICT 3 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	317	2,718	3,145	2,809	0	0	8,989
Total	**317**	**2,718**	**3,145**	**2,809**	**0**	**0**	**8,989**
Council District(s) 3	Project (23-01573) - Construct pedestrian mobility and street improvement projects.						
DISTRICT 4 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	305	2,284	2,397	2,003	0	0	6,989
Total	**305**	**2,284**	**2,397**	**2,003**	**0**	**0**	**6,989**
Council District(s) 4	Project (23-01574) - Construct pedestrian mobility and street improvement projects.						
DISTRICT 5 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	472	2,381	2,208	1,428	0	0	6,489
Total	**472**	**2,381**	**2,208**	**1,428**	**0**	**0**	**6,489**
Council District(s) 5	Project (23-01575) - Construct pedestrian mobility and street improvement projects.						
DISTRICT 6 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	258	1,623	1,882	1,230	0	0	4,993
Total	**258**	**1,623**	**1,882**	**1,230**	**0**	**0**	**4,993**
Council District(s) 6	Project (23-01576) - Construct pedestrian mobility and street improvement projects.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
DISTRICT 7 SIDEWALKS							
2017 GO STREET IMPROVEMENT BOND	190	960	922	718	0	0	2,790
Total	**190**	**960**	**922**	**718**	**0**	**0**	**2,790**

Council District(s)

7

Project (23-01577) - Construct sidewalk improvements along Wilson Boulevard (Club Drive to Babcock Road), west side of Fredericksburg Road (N. Zarzamora to Balcones Heights Boulevard), one side of Loma Linda Drive (Babcock Road to Williamsburg Place), west side of Lake Boulevard (Club Drive to West Woodlawn Avenue), Benrus Boulevard and other District 7 sidewalk projects as appropriate and within available funding.

DISTRICT 9 PEDESTRIAN MOBILITY & STREETS							
2017 GO STREET IMPROVEMENT BOND	279	1,556	1,474	684	0	0	3,993
Total	**279**	**1,556**	**1,474**	**684**	**0**	**0**	**3,993**

Council District(s)

9

Project (23-01578) - Construct pedestrian mobility and street improvement projects.

DOWNTOWN PEDESTRIAN WAYFINDING							
2017 CERTIFICATES OF OBLIGATION	450	0	0	0	0	0	450
Total	**450**	**0**	**0**	**0**	**0**	**0**	**450**

Council District(s)

CW

Project (19-00022) - This project provides funding for the necessary updates to the existing outdated Downtown Pedestrian Wayfinding Signage inventory.

DOWNTOWN STREETS RECONSTRUCTION							
2012 GO STREET IMPROVEMENT BOND	15,056	0	0	0	0	0	15,056
Total	**15,056**	**0**	**0**	**0**	**0**	**0**	**15,056**

Council District(s)

1

Project (40-00300) - This project provides funds for reconstruction and/or realignment of Market Street, Bowie Street, Main Avenue, Soledad Street, Frio Street, Commerce Street, San Pedro Avenue, and Navarro Street to include pedestrian and bicycle connectivity as needed. This project may include acquisition of necessary right of way.

EASTSIDE CHOICE NEIGHBORHOOD TRANSFORMATION							
COMMUNITY DEVELOPMENT BLOCK GRANT	2,500	0	0	0	0	0	2,500
Total	**2,500**	**0**	**0**	**0**	**0**	**0**	**2,500**

Council District(s)

2

Project (50-00002) - This project provides funding for the redevelopment of Wheatley Courts, including street and sidewalk improvements.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
ENRIQUE M.BARRERA PKWY PH1(OLDHWY90AREA)							
2017 GO STREET IMPROVEMENT BOND	581	1,151	2,828	4,422	0	0	8,982
Total	**581**	**1,151**	**2,828**	**4,422**	**0**	**0**	**8,982**
Council District(s) 6	Project (23-01579) - Improve Enrique M. Barrera Parkway corridor with street, drainage and sidewalk improvements as appropriate and within available funding.						
ESPADA RD (LOOP 410 TO E. ASHLEY RD)							
2012 GO STREET IMPROVEMENT BOND	1,889	0	0	0	0	0	1,889
Total	**1,889**	**0**	**0**	**0**	**0**	**0**	**1,889**
Council District(s) 3	Project (40-00419) - This project provides funds to reconstruct and widen Espada from Loop 410 to East Ashley to include bike lanes, lighting, aesthetic enhancements and drainage improvements as needed. This project may include acquisition of necessary right of way.						
EVANS ROAD (HIGHWAY 281 TO CALIZA DRIVE)							
2017 GO STREET IMPROVEMENT BOND	76	461	2,156	0	0	0	2,693
Total	**76**	**461**	**2,156**	**0**	**0**	**0**	**2,693**
Council District(s) 9	Project (23-01580) - Intersection and corridor improvements on Evans from Hwy 281 to Caliza Drive. Includes medians, acceleration/deceleration lanes and traffic signal improvements as appropriate and within available funding.						
FORT SAM ISD NEW ROADWAY (WINANS ROAD TO RITTIMAN ROAD)							
2017 GO STREET IMPROVEMENT BOND	96	248	1,376	0	0	0	1,720
Total	**96**	**248**	**1,376**	**0**	**0**	**0**	**1,720**
Council District(s) 2	Project (23-01581) - Construct a new two-lane roadway from Winans to Rittiman adjacent to John James Park.						
FREDERICKSBURG ROAD (NORTH FLORES STREET TO WEST WOODLAWN AVENUE)							
2017 GO STREET IMPROVEMENT BOND	517	889	2,869	3,707	0	0	7,982
Total	**517**	**889**	**2,869**	**3,707**	**0**	**0**	**7,982**
Council District(s) 1	Project (23-01582) - Construct corridor improvements on Fredericksburg from Flores to Woodlawn. Includes drainage, pedestrian amenities and enhancements as appropriate and within available funding.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
FRIO STREET (COMMERCE TO CESAR CHAVEZ)							
2012 GO STREET IMPROVEMENT BOND	858	0	0	0	0	0	858
Total	**858**	**0**	**0**	**0**	**0**	**0**	**858**

Council District(s)
5

Project (40-00304) - This project will improve pedestrian connectivity on Frio Street between Commerce and Cesar Chavez. Aesthetic and lighting enhancements will be added as appropriate and within available funding. This project may include acquisition of necessary right of way.

GOLIAD ROAD (FAIR AVENUE TO EAST SOUTHCROSS BOULEVARD)							
2017 GO STREET IMPROVEMENT BOND	793	1,204	3,422	7,504	0	0	12,923
Total	**793**	**1,204**	**3,422**	**7,504**	**0**	**0**	**12,923**

Council District(s)
3

Project (23-01583) - Reconstruct Goliad from Fair to Southcross with curbs, sidewalks, driveway approaches, drainage and other improvements as appropriate and within available funding.

HARDBERGER PARK							
2017 GO STREET IMPROVEMENT BOND	3,443	3,943	0	0	0	0	7,386
Total	**3,443**	**3,943**	**0**	**0**	**0**	**0**	**7,386**

Council District(s)
8

Project (23-01584) - Leverage local funding to support imporovements associated with the bridge componnts of the Hardberger Park Project in accordance with the City Council approved Master Plan.

HARDY OAK BOULEVARD AND HUEBNER ROAD EXTENSIONS							
2017 GO STREET IMPROVEMENT BOND	2,242	3,946	22	0	0	0	6,210
Total	**2,242**	**3,946**	**22**	**0**	**0**	**0**	**6,210**

Council District(s)
9

Project (23-01585) - Leverage funding to construct new roads through the Classen-Steubing Ranch property.

HARRY WURZBACH (AUSTIN HWY IMPRV)							
2016 CERTIFICATES OF OBLIGATION	765	0	0	0	0	0	765
2017 CERTIFICATES OF OBLIGATION	1,404	0	0	0	0	0	1,404
GENERAL FUND	0	988	0	0	0	0	988
TEXAS DEPARTMENT OF TRANSPORTATION	1,942	1,942	1,950	1,950	0	0	7,784
UNISSUED CERTIFICATES OF OBLIGATION	1,285	0	0	0	0	0	1,285
Total	**5,396**	**2,930**	**1,950**	**1,950**	**0**	**0**	**12,226**

Council District(s)
2 10

Project (40-00464) - This project provides funding for improvements to the entrance and exit ramps from Harry Wurzbach to Austin Highway, to include improvements to roadway, bridge, retaining walls, sidewalks, utilities, pavement markings, signage, traffic signals and storm drainage.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
HARRY WURZBACH RD /AUSTIN HWY CONNECTORS							
2017 GO STREET IMPROVEMENT BOND	138	1,148	1,457	52	0	0	2,795
Total	**138**	**1,148**	**1,457**	**52**	**0**	**0**	**2,795**
Council District(s) 10	Project (23-01586) - Leverage funding to construct two traffic ramps at Harry Wurzbach/Austin Highway. Project design and initial construction was funded through the City of San Antonio and Texas Department of Transportation.						
HAUSMAN/UTSA CONNECTOR							
UNISSUED CERTIFICATES OF OBLIGATION	2,100	0	0	0	0	0	2,100
Total	**2,100**	**0**	**0**	**0**	**0**	**0**	**2,100**
Council District(s) 8	Project (23-01767) - Provides funding for the construction of a five-lane roadway connecting Hausman and UTSA. Project may include curbs, sidewalks, bike lanes, and drainage.						
HEATH ROAD/GRISSOM ROAD INTERSECTION							
2017 GO STREET IMPROVEMENT BOND	49	255	791	0	0	0	1,095
Total	**49**	**255**	**791**	**0**	**0**	**0**	**1,095**
Council District(s) 6	Project (23-01587) - Reconstruct and widen Heath to accommodate turning at the intersection of Grissom. Includes curbs, sidewalks, driveway approaches and traffic signals as appropriate and within available funding.						
HEMISFAIR PARK STREETS PHASE 2							
2017 GO STREET IMPROVEMENT BOND	509	855	2,379	1,241	0	0	4,984
Total	**509**	**855**	**2,379**	**1,241**	**0**	**0**	**4,984**
Council District(s) 1	Project (23-01588) - Reconstruct Hemisfair internal streets to include but not limited to Hemisfair Boulevard. This is a continuation of 2012 Bond Program projects.						
INGRAM ROAD (POTRANCO ROAD TO DEAD END)							
2017 GO STREET IMPROVEMENT BOND	78	827	95	0	0	0	1,000
Total	**78**	**827**	**95**	**0**	**0**	**0**	**1,000**
Council District(s) 6	Project (23-01589) - Construct road extension from Potranco to Ingram dead end. Includes curbs, sidewalks, bike facilities and drainage improvements as appropriate and within available funding.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
JONES MALTSBERGER ROAD/BURNING TRAIL INTERSECTION							
2017 GO STREET IMPROVEMENT BOND	54	293	1,249	0	0	0	1,596
Total	**54**	**293**	**1,249**	**0**	**0**	**0**	**1,596**
Council District(s) 9	Project (23-01590) - Reconfigure Jones Maltsberger and Burning Trail intersection, provide left-turn lanes and traffic signal improvements as appropriate and within available funding.						
LAMAR STREET (AUSTIN STREET TO NORTH NEW BRAUNFELS AVENUE)							
2017 GO STREET IMPROVEMENT BOND	1,569	832	0	0	0	0	2,401
Total	**1,569**	**832**	**0**	**0**	**0**	**0**	**2,401**
Council District(s) 2	Project (23-01591) - Reconstruct Lamar Street from Austin Street to N. New Braunfels with curbs, sidewalks and driveway approaches as appropriate and within available funding.						
LONE STAR BOULEVARD (AREA STREETS)							
2017 GO STREET IMPROVEMENT BOND	51	2,898	1,952	0	0	0	4,901
Total	**51**	**2,898**	**1,952**	**0**	**0**	**0**	**4,901**
Council District(s) 5	Project (23-01592) - Reconstruct and widen Lone Star Boulevard. Includes pedestrian and bicycle facilities amenities as well as intersection improvements as appropriate and within available funding.						
MEDICAL CENTER (LOUIS PASTEUR DRIVE AT BABCOCK ROAD INTERSECTION)							
2017 GO STREET IMPROVEMENT BOND	814	706	0	0	0	0	1,520
Total	**814**	**706**	**0**	**0**	**0**	**0**	**1,520**
Council District(s) 8	Project (23-01593) - Construct a right-turn lane on Louis Pasteur at the Babcock intersection within the Medical Center.						
MEDICAL CENTER INTERSECTION AND INFRASTRUCTURE IMPROVEMENTS							
2011 CERTIFICATES OF OBLIGATION	482	0	0	0	0	0	482
2012 CERTIFICATES OF OBLIGATION	275	0	0	0	0	0	275
TEXAS DEPARTMENT OF TRANSPORTATION	5,153	0	0	0	0	0	5,153
Total	**5,910**	**0**	**0**	**0**	**0**	**0**	**5,910**
Council District(s) 8	Project (23-00218) - This project provides funding for the reconstruction of intersections and facility improvements within the Medical Center.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
MEDICAL CENTER PHASE 10 (EWING HALSELL DRIVE/LOUIS PASTEUR DRIVE INTERSECTION)							
2017 GO STREET IMPROVEMENT BOND	3,502	2,564	0	0	0	0	6,066
Total	**3,502**	**2,564**	**0**	**0**	**0**	**0**	**6,066**
Council District(s) 8	Project (23-01594) - Intersection and drainage improvements at Ewing Halsell and Louis Pasteur.						
MISSION ROAD (SAN ANTONIO RIVER TO SOUTHEAST MILITARY DRIVE)							
2017 GO STREET IMPROVEMENT BOND	64	372	464	1,095	0	0	1,995
Total	**64**	**372**	**464**	**1,095**	**0**	**0**	**1,995**
Council District(s) 3	Project (23-01595) - Construct streetscape improvements along Mission Road. Includes lighting, trail enhancements and other improvements as appropriate and within available funding.						
MONTICELLO PARK (AREA STREETS)							
2017 GO STREET IMPROVEMENT BOND	237	457	2,311	924	0	0	3,929
Total	**237**	**457**	**2,311**	**924**	**0**	**0**	**3,929**
Council District(s) 7	Project (23-01596) - Reconstruct area streets to include curbs, sidewalks, driveway approaches and other improvements as appropriate and within available funding.						
NORTH FLORES STREET/FREDERICKSBURG ROAD (FIVE POINTS)							
2017 GO STREET IMPROVEMENT BOND	344	585	1,762	298	0	0	2,989
Total	**344**	**585**	**1,762**	**298**	**0**	**0**	**2,989**
Council District(s) 1	Project (23-01597) - Reconstruct Flores and Fredericksburg (Five Points) intersection as appropriate and within available funding. This will be a partnership project with VIA Metropolitan Transit.						
NORTH MAIN AVENUE & SOLEDAD STREET (PECAN STREET TO NAVARRO STREET)							
2017 GO STREET IMPROVEMENT BOND	440	1,038	3,777	3,728	0	0	8,983
Total	**440**	**1,038**	**3,777**	**3,728**	**0**	**0**	**8,983**
Council District(s) 1	Project (23-01598) - Reconstruct Main and Soledad between Pecan and Navarro. Includes pedestrian amenities and streetscape improvements as appropriate and within available funding. This is a continuation of the 2012 Bond Program project.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
NORTH NEW BRAUNFELS AVENUE PHASE 1 (EAST HOUSTON STREET TO BURLESON STREET)							
2017 GO STREET IMPROVEMENT BOND	846	1,037	4,320	2,777	0	0	8,980
Total	**846**	**1,037**	**4,320**	**2,777**	**0**	**0**	**8,980**
Council District(s) 2	Project (23-01599) - Improve N. New Braunfels corridor from E. Houston to Burleson with construction of new sidewalks and other street amenities as appropriate and within available funding.						
NORTH ST. MARYS STREET (EAST MISTLETOE AVENUE TO WEST JOSEPHINE STREET)							
2017 GO STREET IMPROVEMENT BOND	751	1,092	4,064	1,077	0	0	6,984
Total	**751**	**1,092**	**4,064**	**1,077**	**0**	**0**	**6,984**
Council District(s) 1	Project (23-01600) - Improve N. St. Mary's from Mistletoe to Josephine including sidewalk connectivity, intersection improvements and signal enhancements as appropriate and within available funding.						
O.P. SCHNABEL PARK ENTRANCE & BRIDGE							
2017 GO STREET IMPROVEMENT BOND	124	305	667	0	0	0	1,096
Total	**124**	**305**	**667**	**0**	**0**	**0**	**1,096**
Council District(s) 7	Project (23-01601) - Reconstruct roadway along O.P. Schnabel Park entrance to reduce drainage issues, enhance safety and access.						
PEDESTRIAN SAFETY VISION ZERO							
2007 GO STREET IMPROVEMENT BOND-B	100	0	0	0	0	0	100
2012 GO STREET IMPROVEMENT BOND-A	900	0	0	0	0	0	900
Total	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
Council District(s) CW	Project (23-01742) - Project (23 01544) This project provides funding to continue the City of San Antonio□s Vision Zero Program. Funding will continue education and outreach programs, engineering crash analysis studies, and 5 pedestrian safety projects to improve the safety at the high crash corridors and intersections. Anticipated pedestrian safety enhancements may include, but are not limited to: pedestrian crossings, "z" crossing with Rectangular Rapid Flash Beacon (RRFB); mid blocks crossing; marked crosswalk at an intersection; pedestrian refuge islands; missing sidewalks in school areas; routes that provide access to parks and recreational facilities; transit stop improvements; and automated pedestrian signals and intersection cameras.						
PRESA RAMPS AT HIGHWAY 90							
2012 GO STREET IMPROVEMENT BOND	5,287	0	0	0	0	0	5,287
Total	**5,287**	**0**	**0**	**0**	**0**	**0**	**5,287**
Council District(s) 3 5	Project (40-00311) - This project constructs an off ramp for eastbound Highway 90 traffic and an on ramp for westbound Highway 90 traffic. Project funding reflects the City of San Antonio's contribution to a federally funded project. This project may include acquisition of necessary right of way.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
PROBANDT STREET (SOUTH ALAMO STREET TO US HIGHWAY 90)							
2017 GO STREET IMPROVEMENT BOND	432	887	1,223	2,442	0	0	4,984
Total	**432**	**887**	**1,223**	**2,442**	**0**	**0**	**4,984**

Council District(s)

5

Project (23-01602) - Corridor improvements on Probandt from S. Alamo to Hwy 90. Includes pedestrian amenities, drainage, traffic and other improvements as appropriate and within available funding. City funding will leverage State funding.

PRUE ROAD (BABCOCK ROAD TO LAUREATE DR)							
2017 GO STREET IMPROVEMENT BOND	986	8,284	10,933	7,378	0	0	27,581
Total	**986**	**8,284**	**10,933**	**7,378**	**0**	**0**	**27,581**

Council District(s)

8

Project (23-01603) - Reconstruct and widen Prue from Babcock to Laureate. Includes curbs, sidewalks, driveway approaches, signal modifications and drainage improvements as appropriate and within available funding.

PUBLIC ART (STREETS)							
2017 GO STREET IMPROVEMENT BOND	4,449	0	0	0	0	0	4,449
Total	**4,449**	**0**	**0**	**0**	**0**	**0**	**4,449**

Council District(s)

CW

Project (23-01621) - This bond proposition allocates one percent of funding for the construction, improvement and installation of public art that is accessible to the general public, within the city limits, and in accordance with City Council adopted policies and procedures.

REDLAND RD NORTH (1604 TO RIDGEWOOD PKWY)							
2012 GO STREET IMPROVEMENT BOND	1,463	0	0	0	0	0	1,463
Total	**1,463**	**0**	**0**	**0**	**0**	**0**	**1,463**

Council District(s)

9

Project (40-00314) - This project provides funds to reconstruct and widen Redland with a continuous turn lane in sections with bike lanes, curbs, sidewalks, driveway approaches, traffic signal improvements and drainage improvements as needed. Drainage funding component to reconstruct and widen Redland to five lanes with bike lanes, curbs, sidewalks, driveway approaches, traffic signal improvements and drainage improvements as needed. This project may include acquisition of necessary right of way.

REDLAND RD SOUTH (1604 TO JONES MALTSBERGER)							
2007 GO STREET IMPROVEMENT BOND-B	500	0	0	0	0	0	500
2012 GO STREET IMPROVEMENT BOND	1,185	0	0	0	0	0	1,185
Total	**1,685**	**0**	**0**	**0**	**0**	**0**	**1,685**

Council District(s)

10

Project (40-00313) - This project provides the funds to reconstruct and widen Redland with a continuous turn lane in sections with bike lanes, curbs, sidewalks, driveway approaches, traffic signal improvements and drainage improvements as needed. This project may include acquisition of necessary right of way.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
RESIDENTIAL STREETLIGHT RETROFIT							
2016 SELF SUPPORTING CERTIFICATES OF OBLIGATION	5,582	2,141	0	0	0	0	7,723
Total	**5,582**	**2,141**	**0**	**0**	**0**	**0**	**7,723**

Council District(s)

CW

Project (07-00008) - This project provides funding for the replacement of approximately 30,212 100W HPS residential streetlights with LED streetlights. The City will fund the purchase of the new LED streetlights with bonds that were issued in the summer of 2016 in the amount of $9,937,935.

RITTIMAN ROAD (I-35 TO CASTLE CROSS DR)							
2017 GO STREET IMPROVEMENT BOND	346	658	1,329	1,658	0	0	3,991
Total	**346**	**658**	**1,329**	**1,658**	**0**	**0**	**3,991**

Council District(s)

2

Project (23-01604) - Improve intersection of I-35 and Rittiman to include construction of a right-turn lane and pavement improvements from I-35 to Castle Cross as appropriate and within available funding.

ROOSEVELT AVENUE (I-10 TO SOUTH ST. MARY'S STREET)							
2017 GO STREET IMPROVEMENT BOND	353	670	2,136	1,831	0	0	4,990
Total	**353**	**670**	**2,136**	**1,831**	**0**	**0**	**4,990**

Council District(s)

5

Project (23-01605) - Corridor improvements on Roosevelt and S. St. Mary to include bicycle facilities, sidewalks, landscaping and ADA access under the Union Pacific Railroad bridge.

ROOSEVELT AVENUE (US HIGHWAY 90 TO SOUTHEAST LOOP 410)							
2017 GO STREET IMPROVEMENT BOND	573	806	3,475	3,132	0	0	7,986
Total	**573**	**806**	**3,475**	**3,132**	**0**	**0**	**7,986**

Council District(s)

CW 3

Project (23-01606) - Improvements from Hwy 90 to Mission San Jose (north of SE Military). Includes pedestrian amenities and enhancements as appropriate and within available funding. City funding will leverage State funding.

S ALAMO (MARKET STREET TO E CESAR E. CHAVEZ BOULEVARD)							
2017 GO STREET IMPROVEMENT BOND	1,642	2,018	3,609	1,686	0	0	8,955
Total	**1,642**	**2,018**	**3,609**	**1,686**	**0**	**0**	**8,955**

Council District(s)

CW 1

Project (23-01609) - Reconstruct Alamo St. from Market to César E. Chávez. Includes pedestrian amenities and enhancements as appropriate and within available funding.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
SAN SABA STREET (NUEVA STREET TO MARTIN STREET)							
2017 GO STREET IMPROVEMENT BOND	595	694	2,855	1,840	0	0	5,984
Total	**595**	**694**	**2,855**	**1,840**	**0**	**0**	**5,984**
Council District(s) CW 1	Project (23-01607) - Roadway improvements on San Saba from Nueva to Martin. Includes pedestrian amenities and enhancements as appropriate and within available funding.						
SANTA ROSA STREET (CÉSAR E. CHÁVEZ BOULEVARD TO MARTIN STREET)							
2017 GO STREET IMPROVEMENT BOND	244	1,700	1,672	8,363	0	0	11,979
Total	**244**	**1,700**	**1,672**	**8,363**	**0**	**0**	**11,979**
Council District(s) CW 1	Project (23-01608) - Reconstruct Santa Rosa from César E. Chávez to Martin. Includes pedestrian amenities and enhancements as appropriate and within available funding.						
SCHOOL PEDESTRIAN SAFETY							
2012 GO STREET IMPROVEMENT BOND-A	1,000	0	0	0	0	0	1,000
Total	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
Council District(s) CW	Project (23-01533) - This project provides funding for the installation or maintenance of School Zone Markings, School Zone Signs, School Zone Flashers, and installation of up to approximately 8 new School Zone Flashers across San Antonio.						
SIDEWALK IMPROVEMENTS - CDBG							
COMMUNITY DEVELOPMENT BLOCK GRANT	259	0	0	0	0	0	259
Total	**259**	**0**	**0**	**0**	**0**	**0**	**259**
Council District(s) CW	Project (23-01551) - Construct 4 ft. concrete sidewalks, curbs and driveway approaches and incidental construction items.						
SOUTH PRESA STREET (SOUTHEAST MILITARY DRIVE TO SOUTHCROSS BOULEVARD)							
2017 GO STREET IMPROVEMENT BOND	364	721	2,793	1,113	0	0	4,991
Total	**364**	**721**	**2,793**	**1,113**	**0**	**0**	**4,991**
Council District(s) CW	Project (23-01610) - Construct corridor improvements from Military to Southcross. Includes pedestrian amenities and enhancements as appropriate and within available funding.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
SOUTH ZARZAMORA STREET OVERPASS AT UNION PACIFIC RAILROAD/FRIO CITY ROAD							
2017 GO STREET IMPROVEMENT BOND	3,009	4,003	1,158	1,734	0	0	9,904
Total	**3,009**	**4,003**	**1,158**	**1,734**	**0**	**0**	**9,904**
Council District(s) 5	Project (23-01612) - Develop an overpass at Union Pacific Railroad tracks. Cost reflects City of San Antonio's contribution to proposed Federally funded project.						
SOUTH ZARZAMORA STREET/APPLEWHITE ROAD INTERSECTION							
2017 GO STREET IMPROVEMENT BOND	121	165	506	104	0	0	896
Total	**121**	**165**	**506**	**104**	**0**	**0**	**896**
Council District(s) 4	Project (23-01611) - Reconstruct S. Zarzamora and Applewhite Intersection.						
SOUTHCROSS BOULEVARD (I-37 TO I-35)							
2017 GO STREET IMPROVEMENT BOND	149	861	3,008	973	0	0	4,991
Total	**149**	**861**	**3,008**	**973**	**0**	**0**	**4,991**
Council District(s) CW	Project (23-01613) - Construct corridor improvements along Southcross from I-37 to I-35. Includes pedestrian amenities and enhancements as appropriate and within available funding.						
STRATEGIC MULTIMODAL TRANSPORTATION PLAN							
TEXAS DEPARTMENT OF TRANSPORTATION	336	0	0	0	0	0	336
Total	**336**	**0**	**0**	**0**	**0**	**0**	**336**
Council District(s) CW	Project (40-00459) - This project provides funding to continue the implementation of the City of San Antonio□s Multimodal Transportation Plan that will articulate the City□s long term transportation strategy.						
STREET LIGHT IMPROVEMENTS							
2016 CERTIFICATES OF OBLIGATION	1,000	0	0	0	0	0	1,000
Total	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
Council District(s) 5	Project (23-01500) - This project provides funding for street light improvements in Council District 5.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
STREET MAINTENANCE PROGRAM							
2007 GO STREET IMPROVEMENT BOND-B	7,200	300	0	0	0	0	7,500
2012 GO STREET IMPROVEMENT BOND-A	8,400	0	0	0	0	0	8,400
2017 CERTIFICATES OF OBLIGATION	4,092	0	0	0	0	0	4,092
ADVANCED TRANSPORTATION DISTRICT	4,750	0	0	0	0	0	4,750
RIGHT OF WAY FUND	600	0	0	0	0	0	600
UNISSUED CERTIFICATES OF OBLIGATION	14,800	14,100	14,100	14,100	14,100	14,100	85,300
UNISSUED TAX NOTES	15,000	15,000	15,000	15,000	15,000	15,000	90,000
Total	**54,842**	**29,400**	**29,100**	**29,100**	**29,100**	**29,100**	**200,642**

Council District(s)
CW

Project (23-01480) - This project provides funding for the Annual Street Maintenance Program.

THE ALAMO (AREA STREETS)							
2017 GO STREET IMPROVEMENT BOND	86	2,301	4,331	6,993	0	0	13,711
Total	**86**	**2,301**	**4,331**	**6,993**	**0**	**0**	**13,711**

Council District(s)
CW

Project (23-01614) - Leverage funding for the design and construction of improvements in the area around The Alamo as appropriate and as identified in The Alamo Master Plan and within available funding.

THOMAS JEFFERSON HIGH SCHOOL (AREA STREET)							
2017 GO STREET IMPROVEMENT BOND	285	520	1,991	795	0	0	3,591
Total	**285**	**520**	**1,991**	**795**	**0**	**0**	**3,591**

Council District(s)
7

Project (23-01615) - Construct street improvements including Wilson Boulevard median in the Jefferson High School area. Improvements include underground utility conversion at the intersection of Wilson Boulevard and Donaldson Avenue, Wilson Boulevard and Club Drive. Includes sidewalks, lighting, landscaping, thespian island fountain restoration and other improvements as appropriate and within available funding.

THOUSAND OAKS DRIVE (WETMORE ROAD TO PERRIN BEITEL ROAD)							
2017 GO STREET IMPROVEMENT BOND	108	575	627	1,681	0	0	2,991
Total	**108**	**575**	**627**	**1,681**	**0**	**0**	**2,991**

Council District(s)
10

Project (23-01616) - Reconstruct outside lanes along Thousand Oaks from Wetmore to Perrin Beitel. Includes complete pavement improvements as appropriate and within available funding.

WARRANTED TRAFFIC SIGNALS							
UNISSUED CERTIFICATES OF OBLIGATION	800	0	0	0	0	0	800
Total	**800**	**0**	**0**	**0**	**0**	**0**	**800**

Council District(s)
CW

Project (23-01761) - Provides funding to install new warranted signals at intersections across the City.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
WEST COMMERCE ECONOMIC CORRIDOR							
2015 CERTIFICATES OF OBLIGATION	520	0	0	0	0	0	520
Total	**520**	**0**	**0**	**0**	**0**	**0**	**520**
Council District(s) 5	Project (23-01454) - This project provides funding for an engineering assessment and a master plan for infrastructure improvements.						
WEST COMMERCE STREET (FRIO STREET TO COLORADO STREET)							
2017 GO STREET IMPROVEMENT BOND	2,961	5,961	245	0	0	0	9,167
Total	**2,961**	**5,961**	**245**	**0**	**0**	**0**	**9,167**
Council District(s) 5	Project (23-01617) - Improvements to Commerce corridor from Frio to Colorado. Includes reconfiguring lanes on bridge, wider sidewalks, bike facilities and other improvements as appropriate and within available funding.						
WEST MILITARY DR & INGRAM RD CONNECTORS							
2017 GO STREET IMPROVEMENT BOND	177	7,566	2,252	0	0	0	9,995
Total	**177**	**7,566**	**2,252**	**0**	**0**	**0**	**9,995**
Council District(s) 6	Project (23-01618) - Construct road extensions of W. Military (dead end to Potranco) and Ingram connector. Includes curbs, sidewalks, bike facilities, traffic signal and drainage improvements as appropriate and within available funding. City funding will leverage developer funds.						
WORLD HERITAGE STREETS & SIDEWALKS							
2017 CERTIFICATES OF OBLIGATION	2,800	0	0	0	0	0	2,800
Total	**2,800**	**0**	**0**	**0**	**0**	**0**	**2,800**
Council District(s) CW	Project (23-01548) - This project provides funding for street and sidewalk improvements in District 5.						
WORLD HERITAGE TRAIL SIGNAGE &WAYFINDING							
2017 GO STREET IMPROVEMENT BOND	232	2,021	2,023	715	0	0	4,991
Total	**232**	**2,021**	**2,023**	**715**	**0**	**0**	**4,991**
Council District(s) CW 3	Project (23-01619) - Comprehensive World Heritage Trail signage and wayfinding to include additions, architectural features, kiosks, related infrastructure and other improvements.						
WURZBACH (NORTHWEST MILITARY HIGHWAY TO FREDERICKSBURG ROAD)							
2017 GO STREET IMPROVEMENT BOND	1,953	18	18	11	0	0	2,000
Total	**1,953**	**18**	**18**	**11**	**0**	**0**	**2,000**
Council District(s) CW 8	Project (23-01620) - Leverage funds for improvements at key intersections along the Wurzbach Corridor. Cost reflects City of San Antonio's contribution to a proposed federal and state funded project.						

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION							
STREETS							
WURZBACH I-10 OPERATIONAL IMPROVEMENT							
2016 CERTIFICATES OF OBLIGATION	1,000	0	0	0	0	0	1,000
Total	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**

Council District(s)

8

Project (23-01502) - This project provides funding for a match to MPO proposed improvements at Wurzbach and I-10, to include extension of u-turn and addition of a right turn lane.

ZARZAMORA, FRIO CITY, RAILROAD INTERSECTION							
2016 CERTIFICATES OF OBLIGATION	334	0	0	0	0	0	334
Total	**334**	**0**	**0**	**0**	**0**	**0**	**334**

Council District(s)

5

Project (23-01503) - This project provides funding for a Preliminary Engineering Report to be completed at the railroad intersection at Zarzamora and Frio City.

TOTAL STREETS	**197,103**	**160,607**	**168,757**	**145,075**	**29,100**	**29,100**	**729,742**
TOTAL TRANSPORTATION	**283,482**	**223,969**	**238,778**	**175,835**	**34,901**	**49,932**	**1,006,897**
GRAND TOTAL	**639,033**	**412,511**	**436,477**	**292,644**	**65,599**	**63,934**	**1,910,198**

CITY OF SAN ANTONIO
CITY MANAGER'S OFFICE

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager

COPY: Executive Leadership Team

DATE: September 13, 2017

SUBJECT: **CITY COUNCIL REQUESTS FOR AMENDMENTS TO THE PROPOSED FY 2018 OPERATING AND CAPITAL BUDGET**

With this memorandum, I am providing to the Mayor and City Council the final list of City Council requests for potential amendments to the Proposed Fiscal Year 2018 Operating and Capital Budget. These requests were reviewed with the City Council at the September 13 budget worksession.

The attached updated potential amendments list reflects input from the Mayor and City Council provided during budget work sessions, and from residents' comments at the community budget open houses. With these recommendations the FY 2018 Proposed Budget remains balanced.

Based on policy discussion at today's budget workssesion, the majority of councilmembers support Councilman Courage proposal of reallocating the capital funds from the Council District 6 Property Acquisition to the downtown sidewalks project. With this change, $750,000 is available in the general fund to cover a) $250,000 Liftfund Loan Buy Down Program, b) 135,000 for non-service alley improvements for a total of $210,000 c) $45,000 for the San Antonio Alamo Regional Alliance for Homeless for a total of $75,000, and d) $320,000 for two Park Police Officers ($160,000 for FY 2018 and $160,000 for FY 2019). The attached list of amendments reflects these changes.

Tomorrow, the City Council will be asked to adopt the FY 2018 Budget. There will be six separate actions that City Council will be asked to approve: 1) the Proposed FY 2018 Operating and Capital Budget with amendments, 2) ratification of the FY 2018 Adopted Budget, 3) the City Property Tax Operations & Maintenance Rate, 4) the City Property Tax Debt Service Rate, 5) Revenue Adjustments, and 6) the FY 2017 Closing Ordinance.

ATTACHMENT

Amendments to the FY 2018 Proposed Budget

Attachment 2 - FY 2018 Budget Ordinance

As of September 13, 2017

General Fund Budget

Item No	Revenue Adjustments since Budget Proposal	Total
1	CPS Revenues above the FY 2017 Estimate	$ 2,600,000
2	Sales Tax Revenues received below the FY 2017 Estimate	(763,075)
3	Other General Fund Revenues (Liquor by the drink tax, Garage Sale Permits, Street Closures Fees)	410,000
4	General Fund Expenditure Savings (Release Lone Star Rail carryforward of $449,500; Release $820,000 of Unused General Fund Contingency)	1,278,000
	Total	**$ 3,524,925**

Item No	Expenditure Requests Recommended based on funding availability	FY 2018 Amount	FY 2018 & FY 2019 Budget Impact
1	Increase Mayor and Council Contract Support Staff Budget by $50,000 from $353,031 to $403,031.	$ 550,000	$ 1,100,000
2	One-time Increase for Project Quest in FY 2018. Base budget includes $2 million for Quest, and $200K for Cloud Academy	300,000	300,000
3	Increases funding for MLK March from $100K to $200K. Funding will be used to host a Tricentennial event(s) to celebrate the 50th anniversary of the March, produce and install art banners along the march route, to paint blighted homes along the march route, and secure a well-known civil rights Keynote Speaker.	100,000	100,000
4	Residential Roof Program for CD2. Augments $100K allocated through the SA Housing Trust.	400,000	400,000
5	Residential Roof Program for CD4. Augments $100K allocated through the SA Housing Trust.	100,000	100,000
6	Fund for Family Service Association to fund a two-year child abuse prevention pilot project in CD5. The project would train and employ certified Community Health Workers (Promotoras) to provide child abuse prevention services to pregnant and new parenting mothers.	130,000	260,000
7	Pilot Land Title Remediation Project for low income urban core property owners in CD5.	42,885	42,885
8	CD5 Community Rehab and Infill Housing Strategies Workshops	25,000	25,000
9	Increase pilot program to improve non-service alleys. Base Budget includes $250K.	210,000	210,000
10	Pilot Program to Constituent Software for City Council Offices	50,000	50,000
11	Add $250,000 to the Liftfund Loan Buy Down Program. Would provide reduced interest loans at 0% to 5% for qualifying small, minority or women owned business entrepreneurs in targeted areas.	250,000	250,000
12	Increase operating funding to support the San Antonio Alamo Regional Alliance for Homeless (SARAH) to $125K. Base budget includes $50K.	75,000	75,000
13	Provide a one-time lump sump payment of $350 for 1,371 civilian step 10 employees. Total cost $572K; General Fund $292,040.	292,040	292,040
14	Two additional Park Police Officers and Equipment	160,000	320,000
	Total	**$ 2,684,925**	**$ 3,524,925**

Amendments to the FY 2018 Proposed Budget

Attachment 2 - FY 2018 Budget Ordinance

As of September 13, 2017

Restricted Funds

Item No	Expenditure Requests	FY 2018 Amount	FY 2018 & FY 2019 Budget Impact
1	***All Restricted Funds*** Provide a one-time lump sump payment of $350 for 1,371 civilian step 10 employees. Total cost $572K; Restricted Funds $279,960. This is to be funded from Restricted Funds Fund Balance.	279,960	279,960
	Total	**$ 279,960**	**$ 279,960**

Capital Budget

Item No	Expenditure Requests funded with 2007 and 2012 Drainage Bond Balances	FY 2018 Amount
1	Drainage Project McDougal Avenue from S. Gevers to Goliad. Project will augment the 2017 Goliad Road Project in CD3.	$ 450,000
2	Drainage Project E. Highland Blvd. from S. New Braunfels to St. Anthony Avenue in CD3.	785,000
3	Drainage Improvements in CD5	1,365,000
4	Drainage Improvements in CD7	2,000,000
		$ 4,600,000

Item No	Expenditure Requests funded with Capital Budget Contingency - Certificates of Obligation	FY 2018 Amount
1	Replace glass sidewalks with concrete in the downtown area.	$ 1,270,000
2	Frontage Road Access Improvement at Lackland in CD4.	450,000
3	Support construction of CentroMed Indian Creek Health & Wellness Campus in SW San Antonio in CD4. Total project cost is $11.3M	750,000
4	Traffic Intersection Improvement: Randolph and Weidner in CD10. Project scope will change if right of way acquisition is needed.	500,000
	Total	**$ 2,970,000**

ATTACHMENT 3
FISCAL YEAR 2018 REVENUES & APPROPRIATIONS

FISCAL YEAR 2018 REVENUES

		ADOPTED AMOUNT
AVAILABLE FUNDS		
Beginning Balance (Excluding Budgeted Financial Reserves)	**$**	**82,444,502**
GENERAL FUND FY 2018 REVENUES		
Revenues		
Current Property Tax	$	342,164,372
City Sales Tax		285,213,407
CPS Energy		352,469,884
Business and Franchise Tax		30,428,024
Liquor by the Drink Tax		8,772,000
Delinquent Property Tax		2,741,105
Penalty and Interest on Delinquent Taxes		2,130,696
Licenses and Permits		9,055,174
San Antonio Water System		16,387,483
Other Agencies		6,915,784
Charges for Current Services		
General Government		3,666,963
Public Safety		41,625,342
Highways/Streets/Sanitation		1,006,534
Health		3,075,670
Recreation and Culture		14,006,616
Fines		11,950,000
Miscellaneous Revenue		
Sale of Property		4,182,939
Use of Money and Property		2,940,361
Interest on Time Deposits		1,582,999
Recovery of Expenditures		2,884,989
Miscellaneous		500,000
Interfund Charges		1,850,000
Total Revenue	**$**	**1,145,550,342**
Other Revenues		
Transfers from Other Funds		36,709,843
Total Revenue and Transfers	**$**	**1,182,260,185**
TOTAL REVENUE, BEGINNING BALANCE, AND TRANSFERS	**$**	**1,264,704,687**

ATTACHMENT 3 (CONTINUED)

FISCAL YEAR 2018 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
GENERAL FUND FY 2018 APPROPRIATIONS		
Departmental Appropriations		
Animal Care	$	14,736,298
Center City Development and Operations		18,934,907
City Attorney		8,685,494
City Auditor		3,083,665
City Clerk		3,963,942
City Manager		3,980,351
Code Enforcement Services		15,298,012
311 Customer Service		3,024,276
Eastpoint Office		976,322
Economic Development		11,473,438
Finance		12,343,899
Fire		318,965,049
Government and Public Affairs		5,025,580
Health		13,666,347
Historic Preservation		1,934,484
Human Resources		6,578,905
Human Services		22,198,709
Innovation		1,052,045
Library		40,450,025
Management & Budget		2,914,695
Mayor & Council		9,180,674
Municipal Court		11,403,690
Municipal Detention Center		3,899,909
Municipal Elections		85,674
Neighborhood & Housing Services		2,938,677
Parks & Recreation		51,024,760
Planning		4,328,058
Police		442,310,547
Parks Police		15,580,097
Transportation and Capital Improvements		104,016,560
Total Expenditures	**$**	**1,154,055,089**
Other Appropriations		
Agencies		19,570,505
Non-Departmental/Non-Operating		19,911,067
Transfers		2,480,575
Total Other Appropriations	**$**	**41,962,147**
TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS	**$**	**1,196,017,236**
Reserves		
Financial Reserves to Maintain 10%		4,696,977
Reserves for Two-Year Balanced Budget		63,990,474
TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS & RESEF	**$**	**1,264,704,687**

ATTACHMENT 3 (CONTINUED)

FISCAL YEAR 2018 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
DEBT SERVICE FUNDS		
Debt Service Fund	$	228,568,666
Airport System Bonds Series 2003, 2006, 2007, 2010A, 2010B,2012		22,531,295
Passenger Facility Charge & Sub. Lien Bond Series 2005, 2007, 2010,2012		12,850,450
Customer Facility Charge Revenue Bonds, Taxable Series 2015		6,823,485
Municipal Drainage Utility System Revenue Bonds, Series 2003, 2005,2013		6,557,213
Parking System Refunding Bonds, Series 2004, 2008		1,646,202
Edwards Aquifer Protection Venue Tax Notes Series 2012		0
Solid Waste Refunding Bonds, Series 2006, 2010, COs 2006, 2007		1,880,704
Pre-K 4 SA Early Childhood Education Program, Revenue Notes Series 2013 A		3,328,964
TOTAL DEBT SERVICE FUNDS	**$**	**284,186,979**
SPECIAL REVENUE FUNDS		
Advanced Transportation District Fund	$	18,978,523
Child Safety Fund		2,292,859
Confiscated Property Fund		1,381,800
Hotel Occupancy Tax Fund		68,959,680
Arts and Culture Fund		10,735,501
Community & Visitor Facilities Fund		49,788,688
Convention & Sports Facilities State Reimbursement Fund		1,428,934
Tricentennial Fund		1,941,160
Hotel/Motel Tax 2% Tax Fund		19,686,835
Convention Center Lease Payment Fund		26,747,116
Economic Development Incentive Fund		2,252,605
Energy Efficiency Fund		1,244,779
Golf Course Operating and Maintenance Fund		901,086
Inner City Incentive Fund		2,000,000
Juvenile Case Manager Fund		1,292,668
Municipal Courts Security Fund		503,284
Municipal Courts Technology Fund		720,382
Parks Environmental Restricted Fund		7,199,310
Parks Development & Expansion Fund - 2005 Venue Projects		187,228
Parks Development & Expansion Fund - 2010 Venue Projects		961,499
Parks Development & Expansion Fund Edwards Aquifer- 2015 Venue Projects		10,705,900
Parks Development & Expansion Fund - 2015 Venue Projects		3,054,963
PEG		4,207,180
Red Berry Mansion		59,864
Right of Way Management Fund		4,032,699
Southern Edwards Plateau Habitat Conservation Fund		175,000
Starbright Industrial Development Corporation Fund		1,663,177
Storm Water Operating Fund		48,020,393
Storm Water Regional Facilities Fund		8,282,400
Tax Increment Financing Fund		755,258
Tree Canopy Preservation & Mitigation Fund		2,486,180
TOTAL SPECIAL REVENUE FUNDS	**$**	**302,646,951**
ENTERPRISE FUNDS		
Airport Operating & Maintenance Fund	$	100,323,676
Airport Passenger Facility Charge & Subordinate Lien Fund		17,064,448
Customer Facility Charge Fund		12,988,735
Development Services Fund		33,064,708
Market Square Fund		2,738,968
Parking Operating & Maintenance Fund		10,174,543
Solid Waste Operating & Maintenance Fund		118,910,214
TOTAL ENTERPRISE FUNDS	**$**	**295,265,292**

ATTACHMENT 3 (CONTINUED)
FISCAL YEAR 2018 APPROPRIATIONS (CONTINUED)

		ADOPTED AMOUNT
TRUST FUNDS		
City Cemeteries Fund	$	199,686
TOTAL TRUST FUNDS	**$**	**199,686**
INTERNAL SERVICE FUNDS		
Capital Improvement Management Services Fund	$	20,482,589
Equipment Renewal & Replacement Fund		39,115,307
Facility Services Fund		16,195,385
Fleet Services Fund		40,624,698
Information Technology Services Fund		60,654,068
Purchasing & General Services Fund		6,728,807
TOTAL INTERNAL SERVICE FUNDS	**$**	**183,800,854**
SELF INSURANCE FUNDS		
Employee Benefits Insurance Fund	$	163,074,211
Liability Insurance Fund		9,678,144
Unemployment Insurance Fund		235,729
Workers' Compensation Fund		16,206,547
TOTAL SELF INSURANCE FUNDS	**$**	**189,194,631**

Office of the City Council
Tuition Reimbursement Assistance Guidelines

PURPOSE:

The purpose of this policy is to establish guidelines and procedures from the Tuition Assistance Program administered by the City Council Support Staff.

POLICY:

Through the Tuition Assistance Program, the Employer (Mayor and Council Members) provides financial assistance to eligible employees (City Council Aides) who are seeking education for professional development from an accredited institution that may advance their career as a City Council Aide.

POLICY APPLIES TO:

- Full Time and Part Time Council Aides

POLICY GUIDELINES:

Reimbursement shall be for undergraduate and graduate degree courses, up to and including doctoral (post-graduate) courses, taken from an accredited institution in a classroom or on-line for which a letter grade or Pass/Fail notice is awarded.

1. Courses should relate to the development of the City Council Aide career opportunities with their Employer or with opportunities with the City of San Antonio and explained on the Tuition Assistance Program Application. Tuition assistance applications courses must be accompanied by a letter from the employee's college advisor or a copy of the current degree plan verifying that the course taken is part of an established degree program. Any elective courses not in the degree plan submitted for reimbursement must have written approval by the graduate or undergraduate advisor.

2. Tuition reimbursement amounts for non-Pass/Fail courses will be based on the letter grade earned by the participating employee for the course under the qualified degree plan. Reimbursed amounts are tied to the UTSA Undergraduate tuition rate for a 4-year institution or the ACCD rate for a 2-year institution, as defined below.

Letter Grade Earned	Percentage of Tuition Reimbursed
A	**100%**
B	**90%**
C	**75%**
D	**0%**
F	**0%**

3. The "Pass/Fail" course reimbursement amount is 100% of tuition for courses receiving a "Pass."
4. Courses started prior to employment shall not be considered for reimbursement.
5. A City Council Aide may no longer participate in the Tuition Assistance Program after employment with the Council District ends. Therefore, reimbursement payment processing will stop in the event a Tuition Assistance Program application was submitted prior to end of employment.
6. Reimbursement applications received after the budgeted amount has been reached may be rejected.
7. Courses taken from non-accredited institutions are not eligible for tuition reimbursement.
8. City Council Aides have the right to select the educational institution of their choice. However, reimbursement amounts shall not exceed the Undergraduate tuition rates of the University of Texas at San Antonio (UTSA) for courses completed at a 4-year institution or of the Alamo Community College District (ACCD) tuition rate for courses completed at a 2-year junior college.

Office of the City Council
Tuition Reimbursement Assistance Guidelines

9. Participating City Council Aides can receive tuition reimbursement for a maximum of 6 credit hours per enrollment period (semester or duration of a course), up to a maximum of 18 credit hours per fiscal year. Only tuition is reimbursable by the program. Costs for expenses such as books and fees will not be reimbursed.
10. Total annual tuition reimbursement is subject to tax in accordance with Internal Revenue Service guidelines. Taxes will be taken out of the amount reimbursed in the employee's check.

APPLICATION / REIMBURSEMENT PROCESS:

1. Submit a completed Tuition Reimbursement Assistance Application to your Employer for their signature. The application should include copies of:

    a. Proof of enrollment in a degree plan
    b. Copy of receipt showing payment for the course from the school or institution
    c. Course title
    d. Dates of course duration

2. Approved application will then be forwarded to the City Council Support Office to be filed in the City Council Aides personnel file.

3. Upon completion of course the City Council Aide will submit their final grade with appropriate documentation to the City Council Support Office in order to receive reimbursement.

ROLES AND RESPONSIBILITIES:

CITY COUNCIL SUPPORT OFFICE:

1. The City Council Support Office will administer the City's Tuition Assistance Program.
2. The City Council Support Office will maintain all supporting documentation in the City Council Aide personnel file.

CITY COUNCIL AIDES:

1. City Council Aides must ensure the supporting documentation is submitted to the City Council Support Staff within 45 calendar days from the date grades are posted by the schools. Applications submitted after the 45th calendar day will not be considered for eligibility under this policy.
2. City Council Aides must attend courses on their own time.

COUNCIL OFFICES/ELECTED OFFICIALS:

1. Elected Officials will complete the "Supervisor Recommendation" section of the Tuition Assistance Program Application and forward the application to the Assistant to City Council.
2. Elected Officials will make the final recommendation on the Tuition Assistance Program Application and forward all supporting documentation to the City Council Support Staff within 45 calendar days from the date grades are posted by the schools to ensure applications are considered.

Office of the City Council
Tuition Reimbursement Assistance Application

Please review the City Council Office Tuition Reimbursement Assistance Guidelines before completing this form.

Council District:	Councilmember Name:
Name of Employee:	Date of Hire:
Job Title:	Telephone Number:
Home Address:	Institution Attended:
Courses Title(s):	Tuition Cost (excluding all fees):
Total Number of Credit Hours on this Application:	

Check all that Apply

Seeking to obtain the following:

- ○ A Graduate Degree
- ○ An Undergraduate Course (Degree Seeking)
- ○ An Undergraduate Course (Non – Degree Seeking)

Required Checklist

- ○ Degree Plan (if seeking a degree)
- ○ Original Unaltered Grades
- ○ Original Unaltered Billing Receipt
- ○ Reviewed Tuition Reimbursement Guidelines

Employer's Recommendation for Approval

Does the Council Aide meet the requirements outlined in the Tuition Reimbursement Assistance Program?

- ○ Yes
- ○ No

Please provide an explanation why this Council Aide should receive the Tuition Reimbursement?

Employer's Signature & Date: _____

Office of the City Council
Tuition Reimbursement Assistance Application

Office of the City Council

- ○ Approved
- ○ Denied

Additional Notes:

Assistant to City Council Signature & Date: _____

Internal Use: Processing Payment Notes

Vendor Number:

Date:

Check Number:

Other:

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

AT-WILL EMPLOYMENT CONTRACT FOR FULL-TIME ADMINISTRATIVE SERVICES

This Agreement is made by and between, hereinafter referred to as "Employer," and _____ hereinafter referred to as "Full-time Employee". This Agreement is made this___day of _____, 20___.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I.
SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

l.l Purpose. The purpose of this Agreement is to effect the purchase of administrative services in support of the City Council responsibilities of Employer.

(a) _____, as a Full-time Employee is hereby employed to perform such services for the above stated Employer as Employer directs said Full-time Employee to perform as more fully set forth in ARTICLE III hereof.

(b) In the performance of this work, duties and obligations hereunder, it is mutually understood and agreed that said_____, shall be considered a Full-time Employee of Employer. Accordingly, the Employer shall have control, direction and dominion over the Full-time Employee in accordance with the terms of this Agreement and provided however, that the Full-time Employee shall be responsible for performing the services contemplated hereunder in a good manner and the work shall be conducted in strict accordance with currently approved practices.

l.2 Full-time Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement, no other authority, power or use is granted or implied.

l.3 The Full-time Employee may not incur any debt, obligation, expense, or liability of any kind against the Employer without said party's express written permission.

l.4 The Full-time Employee may not receive any money owed to the Employer without said Employer's express written permission.

l.5 The Full-time Employee has no exclusive rights or benefits other than those set forth herein.

l.6 The Employer is not responsible or liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Full-time Employee may cause or be involved in or that may arise during the term of this Agreement.

l.7 The Full-time Employee agrees to hold harmless, indemnify and protect the Employer from any problems, disputes, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Full-time Employee may cause, or other contingencies that arise as a result of the Full-time Employee's performance of this Agreement.

1.8 The authority of the City Charter and Ordinances of the City of San Antonio and the laws of the State of Texas hereby limits the Full-time Employee.

1.9 The Full-time Employee is not obligated under the terms of this agreement to perform any service for the employer related to, directly or indirectly, the political activities commonly associated with and within the scope of political activities of Employer, and Full-time Employee is prohibited from engaging in such activities in connection with the services under this contract. The Full-time Employee may participate in political activities commonly associated with and within the scope of political activities of Employer, provided such activities do not take place during duty hours for services under this contract. City equipment and resources provided to the Full-time Employee for use in performing services under this contract shall not be used directly or indirectly in connection with the political activities commonly associated with and within the scope of political activities of Employer.

ARTICLE II.
AT-WILL RELATIONSHIP

2.l Employer and Full-time Employee agree that this employment arrangement is an at-will relationship, terminable by either party at any time for any reason. Neither the provisions of ARTICLE IV concerning compensation, nor any other provision of this agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

2.2 Other Termination. This Agreement shall automatically terminate on the effective date that Employer ceases to be a member of the City Council of the City of San Antonio, without any further notice by Employer to Full-time Employee.

ARTICLE III. DUTIES

3.1 The Full-time Employee shall provide administrative duties in support of Employer's City Council Office responsibilities and is authorized to act for the Employer only to the extent necessary to fulfill the above described duties. No other authority is expressed or implied.

3.2 The Full-time Employee shall facilitate the resolution of problems which the constituents of District No._____may encounter, which the Employer may deem obligated to address and is authorized to resolve in the performance of the Employer's official duties as a City Council Member of the City of San Antonio.

3.3 The Full-time Employee agrees to devote the full time, energy and attention to the duties specified by the Employer.

3.4 The Full-time Employee agrees to provide prompt, courteous, efficient, and professional efforts to perform the administrative services contemplated by this Agreement.

3.5 Full-time Employee shall not use social media, or any other communication, to discuss work-related issues or confidential information gained through his/her position. Full-time Employee shall exercise good judgment when using social media on and off duty, including when posting pictures or audio files, and will not portray the City of San Antonio or any elected or appointed official in a derogatory, disrespectful, harassing or threatening manner. Full-time Employee understands that his or her conduct potentially reflects on the employer, and will exercise prudent care with all social media communications to reflect the respect and public trust of the position.

ARTICLE IV. COMPENSATION

4.l The contractually agreed price to be paid by Employer to Full-time Employee for the services contemplated hereunder is $_____ per month. Said sum shall be paid in two equal installments on or about the 15th and 30th day of each month.

4.2 Employer is responsible for payment of all employment taxes imposed on employers under federal, state, or local law including withholding tax, social security tax or unemployment compensation, on the funds distributed to the Full-time Employee from the Employer.

4.3 Employer will provide Full-time Employee an amount not to exceed $400.00 per month to reimburse Full-time Employee for the purchase of medical insurance coverage for Full-time Employee only. Medical insurance coverage for any additional person(s) on Full-time Employee's policy shall be at Full-time Employee's sole expense. Said reimbursement shall be paid in in two equal installments of $200 each payable on or about the 15th and 30th day of each month. In no event shall the amount reimbursed hereunder exceed the lesser of (1) the actual monthly insurance premium paid by Full-time Employee for Full-time Employee's coverage, or (2) $400.00 per month. Payment shall cease upon cancellation or termination of medical insurance coverage. In order for Full-time Employee to be reimbursed for said medical coverage, Full-time Employee must furnish proof of insurance to Employer each month, prior to said reimbursement.

4.4 Full-time Employee is responsible for payment of any and all insurance premiums for other policies, including, but not limited to, disability or life policies that Full-time Employee may need or desire.

4.5 So long as Full-time Employee has not been and is not provided or assigned a parking space by the City of San Antonio, Employer will provide $78 to Full-time Employee as a monthly parking allowance. Said allowance shall be paid in two equal installments of $39 each payable on or about the 15th and 30th day of each month.

4.6 Employer will provide $200 as a monthly vehicle allowance to Full-time Employee. Said vehicle allowance shall be paid in two equal installments of $100 each payable on or about the 15th and 30th day of each month.

4.7 So long as Full-time Employee has not been and is not provided a cell phone by the City of San Antonio, Employer will provide $70 as a monthly cell phone allowance to Full-time Employee Said cell phone allowance shall be paid in two equal installments of $35 each payable on or about the 15th and 30th day of each month.

4.8 Employer will provide Full-time Employee a one-to-one match, for an amount not to exceed $2,750.00 in a calendar year, for contributions made by Full-time Employee to an Individual Retirement Account ("IRA"), provided that the Full-time Employee makes a bi-monthly payroll deduction into the IRA. It is solely the obligation of Full-time Employee to establish and maintain the

IRA prior to the provision of any such contribution by the Employer. The one-to-one match will be paid to the Full-time Employee in bi-monthly installments on or about the 15th and 30th day of each month. The bi-monthly Employer contribution will be grossed up so a net one-to-one match is made by the Employer into the IRA, for a total amount not to exceed $2,750.00 in a calendar year.

4.9 Employer will provide tuition reimbursement to Full-time Employee, as provide for and in accordance with Attachment A, Tuition Reimbursement Guidelines.

4.10 Employer agrees to provide work space, supplies and secretarial support to Full-time Employee in connection with the provision of administrative services by Full-time Employee hereunder.

4.11 Full-time Employee shall be solely responsible for payment of any and all federal income taxes resulting from payment or reimbursement of amounts to Full-time Employee pursuant to the provisions of Sections 4.3 through 4.10, inclusive.

ARTICLE V.
NONCOMPETITION PROVISIONS

5.l Restrictive Covenants. The Full-time Employee expressly agrees that while this Agreement is in effect, the Full-time Employee will not, directly or indirectly, as an employee, agent, proprietor, partner, broker, stockholder, officer, director, or otherwise, render any services to, or on her own behalf engage in or own a part or all of any business, enterprise or development, in conflict with the official duties of the Employer.

(a) Full-time Employee further expressly agrees that Full-time Employee will not use for his or her own benefit or disclose to any person confidential information of the Employer of any kind or character learned while acting as a Full-time Employee of the Employer, without the prior written consent of the Employer.

(b) The agreements contained in this article on the part of the Full-time Employee shall be construed as agreements independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Full-time Employee against the Employer whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Employer of the agreements contained in this article.

5.2 Property Rights of COSA. All constituent letters, reports, requests for service and all records of the services performed, any other records and books relating in any manner whatsoever to constituent services are official records and the exclusive property of the City of San Antonio. Upon the termination of this agreement all such books, records and documents shall remain with the Council District.

ARTICLE VI.
APPLICABILITY OF THE ETHICS CODE OF THE CITY OF SAN ANTONIO

Full-time Employee understands and agrees that he or she is bound to comply with the provisions of the Ethics Code of the City of San Antonio as it applies in all respects to city employees as such code currently exists at the time of execution of this contract and as such code may be amended thereafter.

ARTICLE VII.
GENERAL AND ADMINISTRATIVE PROVISIONS

7.l Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7.2 Assignment. The Full-time Employee shall have no right to transfer or assign his or her interest in this Agreement without the prior written consent of the employer.

7.3 Time Limits. Time is of the essence in this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

7.4 No Waiver. The failure or delay in the enforcement of the rights detailed herein by either party shall not constitute a waiver of said rights or be considered as a basis for estoppel. Either party may exercise its rights herein despite delay or failure to enforce said rights.

7.5 Dispute or Contest. In the unlikely event that a dispute occurs or action at law or in equity arises out of the operation, construction or interpretation of this Agreement, the losing Party shall bear the expense of attorney's fees and costs incurred by the prevailing Party in the action.

7.6 Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatever.

7.7 Use of Pronouns. The use of the neuter singular pronoun to refer to the parties described herein shall be deemed a proper reference even though the parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships, or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party to this Agreement, and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

7.8 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in San Antonio, Bexar County, Texas.

7.9 Severability. The Parties to this Agreement agree that should any portion or provision of this Agreement be found or agreed to be unenforceable, waived, or otherwise invalid, the remaining portions and provisions contained herein shall still remain in full force and effect.

7.l0 Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

7.11 Effective Date. This Agreement shall become effective upon execution by Employer and Full-time Employee.

FULL-TIME EMPLOYEE WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS PRIOR TO SIGNING THIS AGREEMENT AND BY INITIALING NEXT TO THIS PARAGRAPH KNOWINGLY AGREES TO THE TERMS AND CONDITIONS OF THIS AT-WILL EMPLOYMENT CONTRACT UPON HIS/HER OWN FREE WILL.

Signed, Accepted and Agreed to this____day of_____, 20__ by the undersigned parties who hereby acknowledge that they have read and understand this and that they execute this legal document voluntarily and of their own free will.

EMPLOYER:

_____

City Councilmember, District _____
Printed Name: _____

FULL-TIME EMPLOYEE:

_____

Printed Name: _____

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Full-time Employer in the foregoing AT WILL EMPLOYMENT CONTRACT FOR FULL-TIME ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____of_____, 20____.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Full-time Employee in the foregoing AT WILL EMPLOYMENT CONTRACT FOR FULL-TIME ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____ of _____, 20___.

_____
Notary Public in and for Bexar County,

Texas My commission expires:

STATE OF TEXAS	**}**	**AMENDMENT TO**
	}	**AT – WILL EMPLOYMENT CONTRACT FOR**
COUNTY OF BEXAR	**}**	**FULL-TIME ADMINISTRATIVE SERVICES**

THIS AMENDMENT TO THE AT-WILL EMPLOYMENT CONTRACT FOR FULL-TIME ADMINISTRATIVE SERVICES (hereinafter "Amendment") is made by and between Councilman _____ (hereinafter "Employer") and _____ (hereinafter "Full-time Employee") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

I.

This Amendment is executed pursuant to Subsection 7.10 of the At-Will Employment Contract for Full-time Administrative Services (hereinafter "Contract"), entered into by and between Employer and Full-time Employee on _____. A copy of said Contract is attached hereto and incorporated herein for all purposes as **Attachment I**.

II.

Subsection 4.1 of the Contract is hereby amended in its entirety to read as follows:

4.1 The contractually agreed price to be paid by Employer to Full-time Employee for the services contemplated hereunder is $_____ effective _____. Said sum shall be paid in two (2) equal installments on or about the 15th & 30th day of the month.

The Full-time Employee warrants that (s)he has read this Amendment, understands its contents prior to signing, and knowingly agrees to the amended terms herein upon his/her own free will.

Furthermore, Employer and Full-time Employee agree that is Amendment in no way alters their at-will relationship, terminable by either part at any time for any reason. Neither the provision of this Amendment nor any other provision of the Agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

All other provisions of said Agreement are hereby retained in their entirety and remain unchanged.

The parties sign this Amendment on the _____ day of _____, 20___.

EMPLOYER:	**FULL-TIME EMPLOYEE:**
_____	_____
Name	Name
City Councilmember, District _____	

ATTACHMENT A

TUITION REIMBURSEMENT GUIDELINES

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

AT-WILL EMPLOYMENT CONTRACT
FOR PART-TIME ADMINISTRATIVE SERVICES

This Agreement is made by and between, hereinafter referred to as "Employer," and _____, hereinafter referred to as "Part-time Employee". This Agreement is made this _____day of _____, 20____.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I.
SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

l.l Purpose. The purpose of this Agreement is to effect the purchase of administrative services in support of the City Council responsibilities of Employer.

(a) _____, as a Part-time Employee is hereby employed to perform such services for the above stated Employer as Employer directs said Part-time Employee to perform as more fully set forth in ARTICLE III hereof.

(b) In the performance of this work, duties and obligations hereunder, it is mutually understood and agreed that said_____, shall be considered a Part-time Employee of Employer. Accordingly, the Employer shall have control, direction and dominion over the Part-time Employee in accordance with the terms of this Agreement and provided however, that the Part-time Employee shall be responsible for performing the services contemplated hereunder in a good manner and the work shall be conducted in strict accordance with currently approved practices.

l.2 Part-time Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement, no other authority, power or use is granted or implied.

l.3 The Part-time Employee may not incur any debt, obligation, expense, or liability of any kind against the Employer without said party's express written permission.

l.4 The Part-time Employee may not receive any money owed to the Employer without said Employer's express written permission.

l.5 The Part-time Employee has no exclusive rights or benefits other than those set forth herein.

l.6 The Employer is not responsible or liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Part-time Employee may cause or be involved in or that may arise during the term of this Agreement.

l.7 The Part-time Employee agrees to hold harmless, indemnify and protect the Employer from any problems, disputes, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Part-time Employee may cause, or other contingencies that arise as a result of the Part-time Employee's performance of this Agreement.

1.8 The authority of the City Charter and Ordinances of the City of San Antonio and the laws of the State of Texas hereby limits the Part-time Employee.

1.9 The Part-time Employee is not obligated under the terms of this agreement to perform any service for the employer related to, directly or indirectly, the political activities commonly associated with and within the scope of political activities of Employer, and Part-time Employee is prohibited from engaging in such activities in connection with the services under this contract. The Part-time Employee may participate in political activities commonly associated with and within the scope of political activities of Employer, provided such activities do not take place during duty hours for services under this contract. City equipment and resources provided to the Part-time Employee for use in performing services under this contract shall not be used directly or indirectly in connection with the political activities commonly associated with and within the scope of political activities of Employer.

ARTICLE II.
AT-WILL RELATIONSHIP

2.l Employer and Part-time Employee agree that this employment arrangement is an at-will relationship, terminable by either party at any time for any reason. Neither the provisions of ARTICLE IV concerning compensation, nor any other provision of this agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

2.2 Other Termination. This Agreement shall automatically terminate on the effective date that Employer ceases to be a member of the City Council of the City of San Antonio, without any further notice by Employer to Part-time Employee.

ARTICLE III.
DUTIES

3.1 The Part-time Employee shall provide administrative duties in support of Employer's City Council Office responsibilities and is authorized to act for the Employer only to the extent necessary to fulfill the above described duties. No other authority is expressed or implied.

3.2 The Part-time Employee shall facilitate the resolution of problems which the constituents of District No.___ m

3.3 The Part-time Employee agrees to devote the full time, energy and attention to the duties specified by the Employer.

3.4 The Part-time Employee agrees to provide prompt, courteous, efficient, and professional efforts to perform the administrative services contemplated by this Agreement.

3.5 Part-time Employee shall not use social media, or any other communication, to discuss work-related issues or confidential information gained through his/her position. Part-time Employee shall exercise good judgment when using social media on and off duty, including when posting pictures or audio files, and will not portray the City of San Antonio or any elected or appointed official in a derogatory, disrespectful, harassing or threatening manner. Part-time Employee understands that his or her conduct potentially reflects on the employer, and will exercise prudent care with all social media communications to reflect the respect and public trust of the position.

ARTICLE IV.
COMPENSATION

4.l The contractually agreed price to be paid by Employer to Part-time Employee for the services contemplated hereunder is _____ per month. Said fee shall be paid in two installments of _____ payable on or about the 15th and 30th day of each month.

4.2 Employer is responsible for payment of all employment taxes imposed on employers under federal, state, or local law including withholding tax, social security tax or unemployment compensation, on the funds distributed to the Part-time Employee from the Employer.

4.3 Employer may elect to provide up to $78 as a monthly parking allowance to the Part-time Employee. This allowance shall be designated by employer in writing and Part-time employee shall furnish proof of parking expenses each month. Said fee shall be paid in one installment payable on or about the 15th day of each month.

4.4 Employer agrees to provide work space, supplies and secretarial support to Part-time Employee in connection with the provision of administrative services by Part-time Employee.

4.5 Part-time Employee shall be solely responsible for payment of any and all federal income taxes resulting from payment or reimbursement of amounts to Part-time Employee pursuant to the provisions of Sections 4.1 and 4.3.

ARTICLE V.
NONCOMPETITION PROVISIONS

5.l Restrictive Covenants. The Part-time Employee expressly agrees that while this Agreement is in effect, the Part-time Employee will not, directly or indirectly, as an employee, agent, proprietor, partner, broker, stockholder, officer, director, or otherwise, render any services to, or on her own behalf engage in or own a part or all of any business, enterprise or development, in conflict with the official duties of the Employer.

(a) Part-time Employee further expressly agrees that Part-time Employee will not use for his or her own benefit or disclose to any person confidential information of the Employer of any kind or character learned while acting as an Part-time Employee of the Employer, without the prior written consent of the Employer.

(b) The agreements contained in this article on the part of the Part-time Employee shall be construed as agreements independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Part-time Employee against the Employer whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Employer of the agreements contained in this article.

5.2 Property Rights of COSA. All constituent letters, reports, requests for service and all records of the services performed, any other records and books relating in any manner whatsoever to constituent services are official records and the exclusive property of the City of San Antonio. Upon the termination of this agreement all such books, records and documents shall remain with the Council District.

ARTICLE VI.
APPLICABILITY OF THE ETHICS CODE
OF THE CITY OF SAN ANTONIO

Part-time Employee understands and agrees that he or she is bound to comply with the provisions of the Ethics Code of the City of San Antonio as it applies in all respects to city employees as such code currently exists at the time of execution of this contract and as such code may be amended thereafter.

ARTICLE VII.
GENERAL AND ADMINISTRATIVE PROVISIONS

7.l Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7.2 Assignment. The Part-time Employee shall have no right to transfer or assign his or her interest in this Agreement without the prior written consent of the employer.

7.3 Time Limits. Time is of the essence in this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

7.4 No Waiver. The failure or delay in the enforcement of the rights detailed herein by either party shall not constitute a waiver of said rights or be considered as a basis for estoppel. Either party may exercise its rights herein despite delay or failure to enforce said rights.

7.5 Dispute or Contest. In the unlikely event that a dispute occurs or action at law or in equity arises out of the operation, construction or interpretation of this Agreement, the losing Party shall bear the expense of attorney's fees and costs incurred by the prevailing Party in the action.

7.6 Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatever.

7.7 Use of Pronouns. The use of the neuter singular pronoun to refer to the parties described herein shall be deemed a proper reference even though the parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships, or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party to this Agreement, and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

7.8 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in San Antonio, Bexar County, Texas.

7.9 Severability. The Parties to this Agreement agree that should any portion or provision of this Agreement be found or agreed to be unenforceable, waived, or otherwise invalid, the remaining portions and provisions contained herein shall still remain in full force and effect.

7.l0 Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

7.11 Effective Date. This Agreement shall become effective upon execution by Employer and Part-time Employee.

PART-TIME EMPLOYEE WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS PRIOR TO SIGNING THIS AGREEMENT AND BY INITIALING NEXT TO THIS PARAGRAPH KNOWINGLY AGREES TO THE TERMS AND CONDITIONS OF THIS AT-WILL EMPLOYMENT CONTRACT UPON HIS/HER OWN FREE WILL.

Signed, Accepted and Agreed to this_____day of_____, 20_ by the undersigned parties who hereby acknowledge that they have read and understand this and that they execute this legal document voluntarily and of their own free will.

EMPLOYER:

_____

City Councilmember, District ____
Printed Name: _____

PART-TIME EMPLOYEE:

_____

Printed Name: _____

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Part-time Employer in the foregoing AT WILL EMPLOYMENT CONTRACT FOR PART-TIME ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____of_____, 20_____.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Part-time Employee in the foregoing AT WILL EMPLOYMENT CONTRACT FOR PART-TIME ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____ of _____, 20___.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS	**}**	**AMENDMENT TO**
	}	**AT – WILL EMPLOYMENT CONTRACT FOR**
COUNTY OF BEXAR	**}**	**PART-TIME ADMINISTRATIVE SERVICES**

THIS AMENDMENT TO THE AT-WILL EMPLOYMENT CONTRACT FOR PART-TIME ADMINISTRATIVE SERVICES (hereinafter "Amendment") is made by and between Councilman _____ (hereinafter "Employer") and _____ (hereinafter "Part-time Employee") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

I.

This Amendment is executed pursuant to Subsection 7.10 of the At-Will Employment Contract for Part-Time Administrative Services (hereinafter "Contract"), entered into by and between Employer and Part-time Employee on _____. A copy of said Contract is attached hereto and incorporated herein for all purposes as **Attachment I**.

II.

Subsection 4.1 of the Contract is hereby amended in its entirety to read as follows:

4.1 The contractually agreed price to be paid by Employer to Part-time Employee for the services contemplated hereunder is $_____ effective _____. Said fee shall be paid in two (2) installments of $_____, payable on or about the 15th & 30th of the month.

The Part-time Employee warrants that (s)he has read this Amendment, understands its contents prior to signing, and knowingly agrees to the amended terms herein upon his/her own free will.

Furthermore, Employer and Part-time Employee agree that is Amendment in no way alters their at-will relationship, terminable by either part at any time for any reason. Neither the provision of this Amendment nor any other provision of the Agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

All other provisions of said Agreement are hereby retained in their entirety and remain unchanged.

The parties sign this Amendment on the _____ day of _____, 20___.

EMPLOYER:	**PART-TIME EMPLOYEE:**
_____	_____
Name	Name
City Councilmember, District _____	

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

TEMPORARY EMPLOYEE ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made by and between _____, hereinafter referred to as "Employer," and_____, hereinafter referred to as "Temporary Employee". This Agreement is made this____day of __ _____, 20____.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I.
SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

1.1 Purpose. The purpose of this Agreement is to effect the purchase of administrative services in support of the City Council responsibilities of Employer.

(a) _____, is a Temporary Employee and is hereby employed to perform such temporary services for the above stated Employer as Employer directs said Temporary Employee to perform, as more fully set forth in ARTICLE III.

(b) In the performance of this work, duties and obligations hereunder, it is mutually understood and agreed that _____, shall be considered a Temporary Employee of Employer employed only for a temporary period to perform duties of an employee who is currently on leave. Accordingly, the Employer shall have control, direction and dominion over the Temporary Employee in accordance with the terms of this Agreement provided that the Temporary Employee shall be responsible for performing the services contemplated hereunder in a good manner and the work shall be conducted in strict accordance with currently approved practices.

l.2 Temporary Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement, no other authority, power or use is granted or implied.

l.3 The Temporary Employee may not incur any debt, obligation, expense, or liability of any kind against the Employer without said party's express written permission.

l.4 The Temporary Employee may not receive any money owed to the Employer without said Employer's express written permission.

l.5 The Temporary Employee has no exclusive rights or benefits other than those set forth herein.

l.6 The Employer is not responsible or liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Temporary Employee may cause or be involved in or that may arise during the term of this Agreement.

l.7 The Temporary Employee agrees to hold harmless, indemnify and protect the Employer from any problems, disputes, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Temporary Employee may cause, or other contingencies that arise as a result of the Temporary Employee's performance of this Agreement.

1.7 The authority of the City Charter and Ordinances of the City of San Antonio and the laws of the State of Texas hereby limits the Temporary Employee.

1.8 The Temporary Employee is not obligated under the terms of this agreement to perform any service for the Employer related to, directly or indirectly, the political activities commonly associated with and within the scope of political activities of Employer, and Temporary Employee is prohibited from engaging in such activities in connection with the services under this contract. The Temporary Employee may participate in political activities commonly associated with and within the scope of political activities of Employer, as instructed by Employer, provided such activities do not take place during duty hours for services under this contract. City equipment and resources provided to the Temporary Employee for use in performing services under this contract shall not be used directly or indirectly in connection with the political activities commonly associated with and within the scope of political activities of Employer.

ARTICLE II.
AT-WILL RELATIONSHIP

2.l Employer and Temporary Employee agree that this employment arrangement is an at-will relationship, terminable by either party at any time for any reason. Neither the provisions of ARTICLE IV concerning compensation, nor any other provision of this agreement is intended to have any limitation on the right of either party to terminate this temporary at-will relationship.

2.2 This Agreement shall terminate upon notice by Employer at the Employer’s sole discretion, or shall automatically terminate on the effective date that Employer ceases to be a member of the City Council of the City of San Antonio. No advance notice is required to the Employee, nor is the notice required to be in any particular form.

ARTICLE III.
DUTIES

3.1 The Temporary Employee shall provide administrative duties in support of Employer's City Council Office responsibilities and is authorized to act for the Employer only to the extent necessary to fulfill the above-described duties. No other authority is expressed or implied.

3.2 The Temporary Employee shall facilitate the resolution of problems which the constituents of District No. _____ may encounter, which the Employer may deem obligated to address and is authorized to resolve in the performance of the Employer's official duties as a City Council Member of the City of San Antonio.

3.3 The Temporary Employee agrees to devote the full time, energy and attention to the duties specified by the Employer.

3.4 The Temporary Employee agrees to provide prompt, courteous, efficient, and professional efforts to perform the administrative services contemplated by this Agreement.

3.5 Temporary Employee shall not use social media, or any other communication, to discuss work-related issues or confidential information gained through his/her position. Temporary Employee shall exercise good judgment when using social media on and off duty, including when posting pictures or audio files, and will not portray the City of San Antonio or any elected or appointed official in a derogatory, disrespectful, harassing or threatening manner. Temporary Employee understands that his/her conduct potentially reflects on the Employer, and will exercise prudent care with all social media communications to reflect the respect and public trust of the position.

ARTICLE IV.
COMPENSATION

4.l The contractually agreed fee to be paid by Employer to Temporary Employee for the services contemplated hereunder is _____ per month. Said fee shall be paid in two installments of _____ payable on or about the 15th and 30th day of each month, or pro-rated for any portion of the month that Temporary Employee provides services.

4.2 Employer is responsible for payment of all employment taxes imposed on employers under federal, state, or local law including withholding tax, social security tax or unemployment compensation, on the funds distributed to the Temporary Employee from the Employer.

4.3 Employer may elect to provide up to $78 as a monthly parking allowance to the Temporary Employee. This allowance shall be designated by employer in writing and Temporary Employee shall furnish proof of parking expenses each month. Said fee shall be paid in one installment payable on or about the 15th day of each month.

4.4 Employer agrees to provide work space, supplies and secretarial support to Temporary Employee in connection with the provision of administrative services by Temporary Employee.

4.5 Temporary Employee shall be solely responsible for payment of any and all federal income taxes resulting from payment or reimbursement of amounts to Temporary Employee pursuant to the provisions of Sections 4.1 and 4.3.

ARTICLE V.
NONCOMPETITION PROVISIONS

5.l Restrictive Covenants. The Temporary Employee expressly agrees that while this Agreement is in effect, the Temporary Employee will not, directly or indirectly, as an employee, agent, proprietor, partner, broker, stockholder, officer, director, or otherwise, render any services to, or on her own behalf engage in or own a part or all of any business, enterprise or development, in conflict with the official duties of the Employer.

(a) Temporary Employee further expressly agrees that Temporary Employee will not use, for his/her own benefit, or disclose to any person, confidential information of the Employer of any kind or character learned while acting as a Temporary Employee of the Employer, without the prior written consent of the Employer.

(b) The agreements contained in this Article on the part of the Temporary Employee shall be construed as agreements independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Temporary Employee against the Employer whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Employer of the agreements contained in this Article.

5.2 Property Rights of COSA. All constituent letters, reports, requests for service and all records of the services performed any other records and books relating in any manner whatsoever to constituent services are official records and the exclusive property of the City of San Antonio. Upon the termination of this agreement all such books, records and documents shall remain with the Council District.

ARTICLE VI.
APPLICABILITY OF THE ETHICS CODE
OF THE CITY OF SAN ANTONIO

Temporary Employee understands and agrees that he or she is bound to comply with the provisions of the Ethics Code of the City of San Antonio as it applies in all respects to city employees as such code currently exists at the time of execution of this contract and as such code may be amended thereafter.

ARTICLE VII.
GENERAL AND ADMINISTRATIVE PROVISIONS

7.l Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7.2 Assignment. The Temporary Employee shall have no right to transfer or assign his/her interest in this Agreement without the prior written consent of the Employer.

7.3 Time Limits. Time is of the essence in this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

7.4 No Waiver. The failure or delay in the enforcement of the rights detailed herein by either party shall not constitute a waiver of said rights or be considered as a basis for estoppel. Either party may exercise its rights herein despite delay or failure to enforce said rights.

7.5 Dispute or Contest. In the unlikely event that a dispute occurs or action at law or in equity arises out of the operation, construction or interpretation of this Agreement, the losing Party shall bear the expense of attorney's fees and costs incurred by the prevailing Party in the action.

7.6 Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatever.

7.7 Use of Pronouns. The use of the neuter singular pronoun to refer to the parties described herein shall be deemed a proper reference even though the parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships, or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party to this Agreement, and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

7.8 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in San Antonio, Bexar County, Texas.

7.9 Severability. The Parties to this Agreement agree that should any portion or provision of this Agreement be found or agreed to be unenforceable, waived, or otherwise invalid, the remaining portions and provisions contained herein shall still remain in full force and effect.

7.l0 Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

7.11 Effective Date. This Agreement shall become effective upon execution by Employer and Temporary Employee.

TEMPORARY EMPLOYEE WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS PRIOR TO SIGNING THIS AGREEMENT AND BY INITIALING NEXT TO THIS PARAGRAPH KNOWINGLY AGREES TO THE TERMS AND CONDITIONS OF THIS TEMPORARY EMPLOYEE ADMINISTRATIVE SERVICES AGREEMENT UPON HIS/HER OWN FREE WILL.

Signed, Accepted and Agreed to this_____day of_____, 20___ by the undersigned parties who hereby acknowledge that they have read and understand this and that they execute this legal document voluntarily and of their own free will.

EMPLOYER:

_____

City Councilmember, District ____
Printed Name:

TEMPORARY EMPLOYEE:

_____

Printed Name: _____

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Employer in the foregoing TEMPORARY EMPLOYEE ADMINISTRATIVE SERVICES AGREEMENT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____of_____, 20_____.

_____
Notary Public in and for Bexar County, Texas

My commission expires:

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

Before me on this day personally appeared _____, who is designated as the Temporary Employee in the foregoing TEMPORARY EMPLOYEE ADMINISTRATIVE SERVICES AGREEMENT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this_____ of _____, 20___.

_____
Notary Public in and for Bexar County

Texas My commission expires:

SUBJECT: City Council Expense Reimbursements

1. POLICY

The policy of the City of San Antonio is to reimburse City Councilmembers for actual costs of authorized business related expenses in connection with the official duties of a Councilmember up to $10,000 per fiscal year. Additionally, the mayor and each Councilmember shall receive a $70 cellular telephone allowance; and each shall have the option of receiving a monthly $600 car allowance, or reimbursement up to $600 per month for business mileage, both incurred in connection with their official duties. These monthly amounts may be adjusted in accordance with the CPI, as adopted by subsequent ordinance.

2. PURPOSE

To establish procedures for processing requests for reimbursement of eligible expenses from the City Councilmember expense accounts and to properly document/report such payments to Councilmembers in compliance with requirements under the United States Internal Revenue Code.

3. RESPONSIBILITY

a) Councilmembers with be responsible for submitting proper documentation to the City Clerk's Office to substantiate their requests for expense reimbursement. Monthly requests for the reimbursement will be reviewed by the Assistant to Council prior to submittal to the City Clerk's Office. All non-expendable items purchased with expense account funds will be inventoried (to include placing inventory tags on such property when otherwise required by City Procedures) and are to be returned to the Office of Council Support upon leaving office.

b) The City Clerk's Office, in coordination with the Office of Council Support, will be responsible for reviewing expense vouchers, ensuring that business-related expenses submitted for reimbursement are in compliance with this policy, and preparing requests for payments. The City Council Support Office is responsible for maintaining an inventory of all non-expendable items purchased by each Councilmember from expense account funds, and for taking all steps necessary to ensure that these assets are returned to the Office of Council Support when a Councilmember leaves office. The inventory list shall be provided to the Finance Department for recording as an asset of the City as required by established City Procedures.

c) The City Attorney's Office will be available, as necessary, on a case-by-case basis, to assist in the determination of whether an expense is eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph 3 of the City Charter.

d) The Finance Department, Division of Accounting, will be responsible for a secondary review of business related expenses submitted for reimbursement, processing requests for payments, and issuing checks to Councilmembers. The Finance Department shall also be responsible for accounting for non-expendable items in accordance with established City procedures.

4. ELIGIBLE EXPENSES

Expenses incurred by Councilmembers that are reasonable, necessary, made in connection with councilmember's official duties and expended for public purposes of the City of San Antonio are eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph of the City Charter.

Examples of eligible expenses for Councilmembers include, but are not limited to the following: equipment; tuition to a seminar or training class to learn more of public issues; a luncheon hosted by the district to communicate with a neighborhood group or constituents concerning problems needing attention; equipment, and reimbursement of expenses for district staff incurred in the performance of their duties; expenses to a private or non-profit entity, neighborhood association, or individual considered to be in the execution of a Councilmember's official duties; subscriptions to publications; and other City of San Antonio public purpose related expenses.

Examples of ineligible expenses include, but are not limited to the following: contribution or donation to a private or non-profit entity, neighborhood association, or individual not considered to be in the execution of Councilmember's official duties (whether in the form of a cash or check contribution, purchase of raffle tickets, etc.); alcoholic beverages, and ordinary living expenses that would normally be incurred whether or not serving on the City Council of the City of San Antonio (i.e. dry cleaning, personal lunches, etc.)

The above examples of eligible and ineligible expenses are general guidelines and not all inclusive; and specific fact situations that do not clearly fall within these examples should be referred to the City Attorney's office for an opinion.

5. TREATMENT OF REIMBURSEMENTS TO COUNCILMEMBERS UNDER THE UNITED STATES INTERNAL REVENUE CODE

In order for expense reimbursements to be excluded from the gross income of a Councilmember, the Councilmember must comply with the substantiation requirements of Reg. Sec. 1.274-2(A)-(e), that is, indicate on the applicable expense report (Exhibit II) the following elements:

1. Date/Time
2. Place
3. Amount
4. Business Purpose
5. Business relationship of person(s) with whom the person incurring the expense met

In accordance with Internal Revenue Service regulations, this report must be submitted within 60 days after the expenses were paid or incurred, and any excess reimbursement must be returned within 120 days.

6. DOCUMENTATION REQUIRED TO QUALIFY FOR EXPENSES REIMBURSEMENT

The Internal Revenue Service requires documentary evidence such as copies of receipts, paid bills or similar records for expenses of $75 or more. However, for purposes of this policy, the submission of documentary evidence for all expenses regardless of amount is required.

7. CAR EXPENSE ALLOWANCE/MILEAGE REIMBURSEMENT

A monthly car allowance of $600 will be paid to City Councilmembers as a mechanism to reimburse them for business mileage incurred in connection with their official duties. This monthly car allowance will be administered in compliance with applicable Internal Revenue Service regulations and reporting for amounts paid will be made in accordance with these regulations. The car allowance will be paid monthly at the same time other executive car allowance is paid.

As an alternative to receiving the monthly car allowance, Councilmembers may submit a mileage log on a monthly basis reflecting eligible business mileage incurred in connection with their official duties. Eligible mileage will be reimbursed at the rate per mile established by the Internal Revenue Service up to a total of $600 per month. In order to receive reimbursement under this method, an itemized business mileage log (Exhibit III), which includes the following elements, must be submitted and included with the Request for Reimbursement of Business Expenses:

1. Date
2. From
3. To
4. Miles Driven
5. Business Purpose

8. REIMBURSEMENT PROCEDURES

Documentation and substantiation to be included with the Councilmember Request for Reimbursement form (Exhibit "I") are as follows: the Business Expense Receipt Log (Exhibit "III").

The monthly expense reimbursement procedures policy is outlines as follows:

a) The Request for Reimbursement form with all supporting documentation and substantiation should be submitted to the City Clerk's office by the fifth business day of the month following the month for which reimbursement is requested.

b) The Request for Reimbursement form requires the Councilmember to certify that the expenses and substantiation submitted are true and correct, therefore, the Councilmember's original signature is required. Any amounts not properly substantiated will not be reimbursed until the proper substantiation is provided. Substantiation should occur within a reasonable period of time (Internal Revenue Service recommends 120 days from the date the expense was incurred).

Request for Payments for expense reimbursement that are due directly to the Councilmember will be prepared by the City Clerk's Office in the City TRIP system and submitted to the Division of Accounting of the Finance Department.

c) The Finance Department, Division of Accounting, will process each Request for Payment and Councilmember will receive reimbursement through Direct Deposit.

Upon Mayor or Council Member approval of expenses, Council Aides who are to be reimbursed will register as a vendor in the City SAP system. Reimbursements, excluding sales taxes, will then be processed through a non-PO by the City Council Support Staff.

The City of San Antonio, Texas

OFFICE OF THE CITY COUNCIL/MAYOR

CITY COUNCIL PROJECT FUNDS APPLICATION

CCPF Ordinances | **INTERNAL OR EXTERNAL CCPF APPLICATION** | Instructions

Project Name:

Today's date:

Are you submitting an:

☐ Internal Application

☐ External Application

APPLICANT INFORMATION

Applicant Last Name: First: Middle: Amount Requesting*:

**Please note that any award over $10,000 will require City Council Approval.*

Council District Request *(May send to multiple districts):*

☐ District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐ District 6 ☐ District 7 ☐ District 8 ☐ District 9 ☐ District 10 ☐ Mayor

Project Request - CCPF FUNDS *(Delegate Agencies Excluded):*

City Council finds that investment of CCPF in programs, activities, events, scholarships, goods or services deemed eligible under the criteria and guidelines established under this ordinance serve the municipal public purposes of:

- Promoting the health, safety and welfare of the community;
- Promoting family, social and economic stability;
- Promoting community education and training, which, in part, prepares the workforce for productive employment and meets the professional needs of the City;
- Promoting community recreation;
- Preventing homelessness; and
- Revitalizing neighborhoods.

Please identify your project request:

☐ District / Community Events

☐ Education

☐ Youth / Senior Activities

City Council finds that the following qualify as eligible Applicants for CCPF:

1) A City Council District Office for district events;

2) A non-profit entity that: a) is exempt from federal income tax or is able to show proof at the time of application for CCPF of having filed for tax exempt status as determined by the Internal Revenue Service under section 501(c)(3) of the United States Internal Revenue Code, or is an affiliate of a non-profit, tax-exempt corporation; b) is able to show proof of exemption from franchise taxes by the Texas State Comptroller at the time of application for CCPF; and c) demonstrates that the proposed services, programs and events funded by CCPF will be open to the public;

3) A neighborhood association or other legally formed entity whose purpose as stated in its organizational documents is defined as serving the community;

4) Another governmental entity, such as municipality, county, school district, or other political subdivision of the State of Texas, who is requesting CCPF for a project it is not required to carry under its own charter or mandates by state or federal law, unless it involves a joint project with the City.

PROJECT INFORMATION

Project Name: Project Liaison: Date of Event:

Description of Event/Purpose *(Describe in 200-300 words):*

☐ Invoices of how funds will be allocated *(I certify that I have attached all invoices related to this request. I understand that any missing invoices will not be covered by funds and purchases need to exclude alcohol, gift/gas cards, livestock, equipment or supplies from city departments and delegate agencies):*

Important Note: Please, if you are not a registered vendor with the City of San Antonio, visit this website to register:
http://www.sanantonio.gov/purchasing/SAePS.aspx

Project Liaison Phone Number: Email:

Department/District/Organization: Address:

FOR EXTERNAL APPLICANTS ONLY

All fields are required to have the attachments when submitting. Applications will be considered incomplete if missing information.

☐ **Agency Board Roster:**

I certify that I have attached a list of board members and their contact information.

☐ **Agency Fact:**

I certify that I have attached a copy of the organization purpose or mission, the services that the organization offers along with the name of the project and program description for which funds are being requested.

☐ **Organization Verification of Federal Tax Identification #:**

I certify that I have attached a copy of the organization's Federal Tax Identification letter.

Acknowledgement Agreement: [Terms & Conditions]

Disagreement with these terms will cancel the submission of this grant application. ☐ **Read and Agree with the terms**

LIST OF ALL RELATED EXPENSES

Date	Vendor	Expense Item / Explanation	Paid / UnPaid	Amount	Add
				$	Delete

Total Expenses _____

SIGNATURE

All fields are required to be filled out prior to submitting. Applications will be considered incomplete if missing information.

☐ **I certify that the statements contained in this City Council Project Fund Application comply with CCPF ordinances 2011-12-08-1011 and 2013-11-07-0761, including expenses, and are true, correct and complete to the best of my knowledge and belief.**

Signature (or printed name) of Applicant: _____ Date: _____

APPROVAL OF FUNDS

Signature of Councilmember (If Applicable): _____ Date: / /

Signature of Department Director/Department (If Applicable): _____ Date: / /

Fiscal Approval: _____ Approved Funding: _____

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * [Insert Contractor name]

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of _____ pursuant to Ordinance No. _____, dated _____, and the _____, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the _____ is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for _____services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $_____ for a project entitled "_____" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$_____**.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

[SELECT THOSE THAT ARE APPLICABLE, AND DELETE ALL OTHERS]

_____ General Fund
_____ Community Development Block Grant (CDBG) CFDA # _____;
Contractor DUNS # _____
_____ Community Service Block Grant (CSBG) CFDA # _____
Contractor DUNS # _____
_____ Emergency Solutions Grant (ESG) CFDA # 14.231;
Contractor DUNS # _____
_____ Housing Opportunities for Persons with Aids (HOPWA) CFDA # 14.241;
Contractor DUNS # _____
_____ Federal Child Care Matching Funds
_____ (Other funding sources)

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 [If grant funded, confirm that grant's matching requirements are met through the following paragraph, or modify as necessary] Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income

produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

[Insert next section in EDD Workforce Development Contracts]

6.9 Contractor shall supply any and all data required by City for use with the Viridis platform, a pilot program which will track individuals through their learning experience, validate any and all applicable skills or proficiencies and may match individuals to internships, apprenticeships, continuing and supplemental education, and/or jobs. The Viridis platform will also track post-employment data. Contractor will cooperate fully with the utilization of this pilot program.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of

Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. **[The following sentence shall be inserted if applicable:** Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.**]** Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a

governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the

same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "*insert name of project/contract*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of

such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that:

(A) Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor

[insert next section if Contract is funded with federal grant money and if Contract is in excess of $150,000]

(B) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding $150,000 financed in whole or in part with federal funds.

[insert next section if Contract is funded with federal grant money]

(C) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Contractor agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

[insert next section if Contract is funded with federal grant money]

(D) Contractor has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Contractor applied for or bid for an award exceeding $100,000.00 from the City.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities

- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 **[The following sentence shall be inserted as necessary])** As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the

Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, _____. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval;

provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director
_____
_____
_____

Contractor:

Executive Director/CEO/President
Agency Name
Agency Address
San Antonio, Texas

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:	**CONTRACTOR:**
	[insert Contractor name]
_____, Director	**[insert name and title]**
Date	Date

APPROVED AS TO FORM:

Assistant City Attorney	Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – Grantor Contract [and Emergency Solutions Grant Program Policies and Procedures] **[include if applicable and referenced in the Contract]**
Attachment VI – HIPAA Business Associate Agreement **[include if applicable and referenced in the Contract]**

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
ADOPTED FY 2018 ALLOCATIONS

Agency Name	Program Name	Consolidated Funding Process General Fund	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2018
CHILDREN AND FAMILY SERVICES					
After School Challenge					
East Central ISD	After School Challenge/Tutoring Program	124,200 [1]			124,200
Edgewood ISD	After School Challenge Program	168,750			168,750
Harlandale ISD	After School Challenge Program	375,000			375,000
Northeast ISD	After School Challenge Program	317,900			317,900
Northside ISD	Learning Tree/Math & Science Initiative	221,000			221,000
San Antonio ISD	After School Challenge Program	1,412,780			1,412,780
South San Antonio ISD	After School Challenge Program	75,000			75,000
Southwest ISD	Inspiring Leaders After School Challenge Program	40,600			40,600
Total After School Challenge		**$2,735,230**	**$0**	**$0**	**$2,735,230**
Early Childhood Support					
Any Baby Can	Case Management Services	42,322			42,322
Any Baby Can	Prescription Assistance	57,553			57,553
AVANCE	Parent-Child Education Program	460,531			460,531
Child Advocates of San Antonio (CASA)	COSA & CASA: Creating A Safer Community	50,000			50,000
Family Endeavors, Inc.	Fairweather Family Lodge	28,500			28,500
Family Service Association	Family Strengthening & Kindergarten Readiness	134,443			134,443
Respite Care	Developmental Daycare Services	121,222			121,222
San Antonio Youth Literacy (SAYL)	Reading Buddy Program	50,000			50,000
Total Early Childhood Support		**$944,571**	**$0**	**$0**	**$944,571**
Senior Services					
Bihl Haus Arts	GO! Arts Program	50,000			50,000
Christian Senior Services	Senior Companion Program	54,150			54,150
Good Samaritan	Senior Services	33,615			33,615
San Antonio Food Bank	Project HOPE	500,000			500,000
San Antonio OASIS	OASIS	100,000			100,000
Urban 15	The Cultivation Program	33,374			33,374
YMCA of San Antonio	Active Older Adults Program	250,000			250,000
YWCA of San Antonio	Senior Connection Program	82,650			82,650
Total Senior Services		**$1,103,789**	**$0**	**$0**	**$1,103,789**
YOUTH SERVICES					
At-Risk Youth Behavior Prevention					
American Indians	Rites of Passage Program	75,000			75,000
American Indians	Fatherhood Campaign	75,000			75,000
Big Brothers Big Sisters	Workplace Mentoring Program	113,349			113,349
Boys & Girls Clubs	At Risk Youth Behavior Prevention Program	500,000			500,000
Communities in School	Middle School Back on Track	175,000			175,000
Ella Austin Community Center	At Risk Youth Behavior Prevention Program	90,000			90,000
Family Service Association	Youth Against Gang Activity (YAGA)	109,161			109,161
Girl Scouts	GSLE at the Westside Leadership Center	174,230			174,230
Good Samaritan	At Risk Youth Case Management Services	69,370			69,370
Joven	Creando La Visión Program	95,000			95,000
Martinez Street Women's Center	Girl Zone	32,415			32,415
P16 Plus	SA Kids Attend to Win	46,999			46,999
Respite Care	Davidson Respite House (DRH)	76,010			76,010
Roy Maas	Counseling & Shelter Services: At-Risk Children & Youth	27,600			27,600
San Antonio Food Bank	Kids Café	47,500			47,500
Seton Home	Pathways to Independence	135,209			135,209
YWCA of San Antonio	Mi Carrera	44,650			44,650
YWCA of San Antonio	Positive Youth Development	22,563			22,563
YWCA of San Antonio	Teen Volunteer Program	39,060			39,060
Total At-Risk Youth Behavior Prevention		**$1,948,116**	**$0**	**$0**	**$1,948,116**
Youth Services					
Boys & Girls Clubs	College & Career Readiness Program	59,579			59,579
Catholic Charities	After School & Summer Youth Program	39,355			39,355
City Year	Whole School, Whole Child	50,000			50,000
Communities in School	XY - Zone Program	101,119			101,119
Family Service Association	Youth College & Career Opportunities	300,000			300,000
Good Samaritan	College & Career Readiness Program	137,459			137,459
Healy Murphy	Youth Training Program (YTP)	318,250			318,250
Joven	Leaders of America	186,400			186,400
P16 Plus	My Brother's Keeper of San Antonio	170,000			170,000
P16 Plus	College & Career Readiness Program	55,000			55,000
P16 Plus	San Antonio Youth Commission	25,000			25,000
Presa Community Center	Southside Kids Involved in Learning Leadership Skills (SKILLS)	47,727			47,727
UTSA	Pre-Freshman Engineering Program (PREP)	54,885			54,885
YMCA of San Antonio	Y Teens	114,150			114,150
Total Youth Services		**$1,658,924**	**$0**	**$0**	**$1,658,924**

[1] FY 2018 Adopted Funding includes $2,735,230 in designated funding for After School Challenge.

HUMAN & WORKFORCE DEVELOPMENT SERVICES
CONSOLIDATED FUNDING REPORT
ADOPTED FY 2018 ALLOCATIONS

Agency Name	Program Name	Consolidated Funding Process General Fund	Emergency Solutions Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2018
COMMUNITY SAFETY NET					
Domestic Violence Reduction & Child Abuse Prevention					
Alamo Area Rape Crisis Center	Sexual Assault Crisis & Emergency Services	73,356			73,356
Bexar County Family Justice Center Foundation	Victim's Empowerment Counseling Center	81,025			81,025
Bexar County Family Justice Center Foundation	Dream Center	58,416			58,416
Child Safe	Client Services	75,000			75,000
Family Violence Prevention Services, Inc.	Battered Women's & Children's Shelter		200,701		200,701
Total Domestic Violence Reduction & Child Abuse Prevention		**$287,797**	**$200,701**	**$0**	**$488,498**
Basic Needs & Homeless Prevention					
Project MEND	Medical Equipment Reuse Program	55,500			55,500
San Antonio Independent Living Services	Gateway to Abilities Program	65,000			65,000
St. Peter St. Joseph Children's Home	Project Ayuda Homeless Prevention		47,500		47,500
Total Basic Needs & Homeless Prevention		**$120,500**	**$47,500**	**$0**	**$168,000**
Haven for Hope & Homeless Transformation					
Alamo Area Resource Center	Housing Works			297,778	297,778
Alamo Area Resource Center	Transportation Services			226,878	226,878
Beat AIDS	Case Management			85,080	85,080
Catholic Charities	Guadalupe Home Program	40,000			40,000
Center for Health Care Services	Intergrated Behavioral Health Program	474,217	[2]		474,217
Center for Health Care Services	Restoration Center	1,250,000			1,250,000
Family Violence Prevention Services, Inc.	Community Based Counseling	140,000			140,000
Haven for Hope	Operations	1,000,000			1,000,000
Haven for Hope	Prospects Courtyard	1,112,971			1,112,971
Haven for Hope	Prospects Courtyard Security	1,103,916			1,103,916
Haven for Hope	Residential and Support Services	922,000			922,000
San Antonio AIDS Foundation	Long Term Tenant Based Rental Assistance			425,396	425,396
San Antonio AIDS Foundation	Congregate Hot Meals			127,619	127,619
San Antonio AIDS Foundation	Transitional Housing			212,698	212,698
San Antonio Food Bank	Haven for Hope Community Kitchen	758,524	299,075		1,057,599
San Antonio Metropolitan Ministries	Rapid Rehousing Program	244,927	149,724		394,651
St. Vincent De Paul	Rapid Rehousing		47,500		47,500
Total Haven for Hope & Homeless Transformation		**$7,046,555**	**$496,299**	**$1,375,449**	**$8,918,303**
VITA/Financial Security					
Catholic Charities	VITA Guadalupe Program	30,000			30,000
Family Service Association	Financial Empowerment & VITA Program	15,000			15,000
YWCA of San Antonio	VITA Program	15,000			15,000
Total VITA/Financial Security		**$60,000**	**$0**	**$0**	**$60,000**
WORKFORCE DEVELOPMENT					
Long Term Job Training & Short Term Services					
Alamo Community College District (ACCD)	Seguir Adelante Program	204,413			204,413
Chrysalis Ministries	Welcome Home Job Readiness	103,110			103,110
Dress for Success	Enhancing Economic Competitiveness Program	320,000			320,000
Each One Teach One of San Antonio	Adult Literacy and GED Readiness Programs	150,000			150,000
Alamo Community College District (ACCD)	East Side Education & Training	100,000			100,000
Goodwill Industries	Learn While You Earn	225,000			225,000
Project QUEST, Inc.	Cloud Academy	200,000	[3]		200,000
Project QUEST, Inc.	Project QUEST	2,300,000			2,300,000
SA Youth	Youth Build Plus Program	62,500			62,500
Total Long Term Job Training & Short Term Services		**$3,665,023**	**$0**	**$0**	**$3,665,023**
TOTAL DELEGATE AGENCIES		**$19,570,505**	**$744,500**	**$1,375,449**	**$21,690,454**

[2] FY 2018 Adopted Funding includes $5,863,104 in designated funding for Haven for Hope. Total General Fund and grant allocation for Haven for Hope and related campus partners is $7,060,703.

[3] FY 2018 Adopted Funding includes $2,500,000 in designated funding for Project QUEST, Inc.

Contract # 4600010994

FY 18 FUNDING AMENDMENT*
TO
OPERATING AGREEMENT BETWEEN
CITY OF SAN ANTONIO
AND
HAVEN FOR HOPE OF BEXAR COUNTY

This is a Fiscal Year 2018 Funding amendment (hereinafter referred to as " **FY 18 Funding Amendment**") to that certain Operating Agreement entered into as of the 30th day of April, 2009, between Haven for Hope of Bexar County, a Texas non-profit corporation, located at 1 Haven for Hope Way, San Antonio, Texas 78207 ("**Operator**") acting by and through its Chief Executive Officer, and the City of San Antonio, a Texas municipal corporation and a home rule municipality (the "**City**") acting by and through its City Manager or authorized designee, pursuant to City of San Antonio Ordinance No. 2009-04-30-0335, passed and approved on April 30, 2009 and effective on April 30, 2009 relating to activities to be performed, responsibilities to be accepted and authority to be exercised with regard to the operation of a human services campus for the homeless (the "**Campus**") known as Haven for Hope (as amended to date, hereinafter referred to as "**Operating Agreement**").

This FY 18 Funding Amendment is entered into by and between the City acting by and through its designated representative, the Director of the Department of Human Services, pursuant to Ordinance No. 2017-09-14-0652 dated September 14, 2017, and Operator.

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

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

WHEREAS, the parties desire to amend the Operating Agreement to make necessary updates and to allocate funding for FY 18 operations, Courtyard (CY) operations, security and janitorial services and residential and support services at the Campus;

NOW THEREFORE:

City and Operator agree as follows:

1. For FY 18, Operator agrees to provide, oversee, administer and carry out all activities and services as set out in the Operating Agreement, and any amendments thereto, and in compliance with this (a) FY 18 Funding Amendment, (b) the FY 18 Scopes of Work and

Scorecards applicable to each project described below, and (c) the Haven for Hope FY 18 Performance Measures Definitions affixed hereto and incorporated herein for all purposes as:

- Attachment A – I - FY 18 Scope of Work and Scorecard (Haven for Hope General Operations)
- Attachment A – II - FY 18 Scope of Work and Scorecard (Haven for Hope Courtyard Operations)
- Attachment A – III - FY 18 Scope of Work and Scorecard (Haven for Hope Courtyard Security and Janitorial Services)
- Attachment A – IV - FY 18 Scope of Work and Scorecard (Haven for Hope Residential and Support Services)
- Attachment C – Haven for Hope FY 18 Performance Measures Definitions

2. In consideration, the City will reimburse Operator for costs incurred, and in accordance with the budgets approved by the Department of Human Services, for each of the Projects listed below. It is specifically agreed that reimbursement hereunder shall not exceed the combined total amount of $4,138,887.00 for the period from October 1, 2017 through September 30, 2018, broken down as follows:

$1,000,000.00	Haven for Hope General Operations
$1,112,917.00	Haven for Hope Courtyard Operations
$1,103,916.00	Haven for Hope Courtyard Security and Janitorial Services
$ 922,000.00	Haven for Hope Residential and Support Services
$4,138,887.00	Total

Said budgets are attached hereto and incorporated herein for all purposes as:

- Attachment B – I - FY 18 Budget (Haven for Hope General Operations)
- Attachment B – II - FY 18 Budget (Haven for Hope Courtyard Operations)
- Attachment B – III - FY 18 Budget (Haven for Hope Courtyard Security and Janitorial Services)
- Attachment B – IV - FY 18 Budget (Haven for Hope Residential and Support Services)

All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items, unless a subsequent budget revision has been approved and signed by the Director of the Department of Human Services or designee in cases where the total Operating Agreement Budget remains the same. Operator agrees that all requests for reimbursement shall be accompanied with documentation typically required by the Director of the City's Department of Human Services ("DHS") to support such expenditure.

3. If specific circumstances require an advance payment for FY 18 Funding, Operator must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the

City. Operator agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in the Director's sole discretion, approve an advance payment in respect of this FY 18 Funding Amendment. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the anticipated cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. In those instances in which advance payments are authorized, the parties will agree whether the City will either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the FY 18 Funding Amendment term, or from a single subsequent monthly reimbursement the full amount previously advanced to Operator. The City may consider factors such as projected allowable costs and other indicators such as Operator's financial condition. Operator shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements, as applicable.

4. Operator shall generate from the Homeless Management Information System and submit to the City's Department of Human Services a completed Haven Combined Contract Monitoring Report which reflects the outcomes of measures set out in the FY 18 Scorecards. Attached hereto and incorporated herein for all purposes as Attachment "D" is the form FY 18 Combined Contract Monitoring Report. Operator agrees to submit to the completed report generated from HMIS no later than the tenth (10^{th}) business day of the month beginning with the 10^{th} business day of the month following the month in which this FY 18 Amendment, including all Attachments, are approved by the parties.

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

6. The document entitled "Schedule C1 (Amended by FY 18 Funding Amendment)" attached hereto and incorporated herein as Attachment "F," supplants any prior Schedule "C1," and all references in the Operating Agreement to Schedule "C1" now refer to the attached "Schedule C1 (Amended by FY 18 Funding Amendment)."

7. Section 15.22 is hereby added to the Operating Agreement:

15.22 **Logos and Intellectual Property**. Neither party will use the other party's organizational logos, trademarks, trade names, or other intellectual property without first obtaining

the prior written consent of such other party, and each party reserves all rights with respect thereto. City, it its capacity as a Lessor and funder, may use Operator (H4H) trademarks and logos for the purposes of preparing presentations or other written materials to City Council and other City employees regarding Operator's operations; provided that such use is consistent with the mission of Operator. No rights in Operator's trademarks, logos or other intellectual property rights are transferred to City by such permission and use, and Operator retains all rights therein.

8. All other terms, conditions, covenants and provisions of the Operating Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this FY 18 Funding Amendment.

This Amendment has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:

_____
By: Melody Woosley, Director
Department of Human Services

Date: _____

OPERATOR:

Haven for Hope of Bexar County,
A Texas Non-Profit Corporation

_____
By: Kenneth L. Wilson,
President and Chief Executive Officer

Date:_____

APPROVED AS TO FORM:

_____
Assistant City Attorney

- Attachment A – I - FY 18 Scope of Work and Scorecard (Haven for Hope General Operations)
- Attachment A – II - FY 18 Scope of Work and Scorecard (Haven for Hope Courtyard Operations)
- Attachment A – III - FY 18 Scope of Work and Scorecard (Haven for Hope Courtyard Security and Janitorial Services)
- Attachment A – IV - FY 18 Scope of Work and Scorecard (Haven for Hope Residential and Support Services)
- Attachment B – I - FY 18 Budget (Haven for Hope General Operations)
- Attachment B – II - FY 18 Budget (Haven for Hope Courtyard Operations)
- Attachment B – III - FY 18 Budget (Haven for Hope Courtyard Security and Janitorial Services)
- Attachment B – IV - FY 18 Budget (Haven for Hope Residential and Support Services)
- Attachment C – Haven for Hope FY 18 Performance Measures Definitions

- Attachment D – Form FY 18 Combined Contract Monitoring Report
- Attachment E –HIPAA Business Associate Agreement
- Attachment F – Schedule C1 (Amended by FY 18 Funding Amendment)

Attachment F

Schedule C1
Operating Agreement Funding
(Amended by FY 18 Funding Amendment)

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
09/17/09	2009-09-17-0727	AMDT #1	$880,000	10/1/09 – 9/30/10	Initial Year Funding for Operations and Security	C1 - 1
04/15/10	2010-04-15-0329	AMDT #1	$343,000	4/15/10 – 9/30/10	Courtyard Security	C1 - 2
09/16/10	2010-09-16-0788	AMDT #2	$1,000,000 $800,000	10/01/10 – 9/30/11 10/01/10 – 9/30/11	FY 2010 – 2011 Operations Courtyard Security (General Fund)	C1 - 3
09/16/10	2010-09-16-0788	AMDT #2	$135,000	10/01/10 – 9/30/11	FY 2010 – 2011 Case Management (Emergency Shelter Grant)	C1 - 4
09/15/11	2011-09-15-0749	AMDT #6	$1,000,000 $925,122	10/01/11 – 9/30/12 10/01/11 – 9/30/12	FY 2011 – 2012 Operations Courtyard Security (General Fund)	C1 - 5
09/15/11	2011-09-15-0749	AMDT #6	$135,000	10/01/11 – 9/30/12	FY 2011 – 2012 Case Management (Emergency Shelter Grant)	C1 – 6
9/13/12	2012-09-13-0696	AMDT #9	$1,000,000	10/01/12 – 9/30/13	FY 2012 – 2013 Operations	C1 – 7

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
9/13/12	2012-09-13-0696	AMDT #9	$925,122	10/01/12 – 9/30/13	FY 2012 – 2013 Courtyard Security	C1 – 8
9/13/12	2012-09-13-0696	AMDT #9	$922,000	10/01/12 – 9/30/13	FY 2012 – 2013 Residential and Support Services	C1 – 9
9/12/13	2013-09-12-0627	AMDT #13	$1,000,000	10/01/13 – 9/30/14	FY 2013 – 2014 Operations	C1 – 10
9/12/13	2013-09-12-0627	AMDT #13	$1,103,916	10/01/13 – 9/30/14	FY 2013 – 2014 Courtyard Security and Janitorial Services	C1 – 11
9/12/13	2013-09-12-0627	AMDT #13	$922,000	10/01/13 – 9/30/14	FY 2013 – 2014 Residential and Support Services	C1 – 12
9/18/14	2014-09-18-0690	AMDT #14	$1,000,000	10/01/14 – 9/30/15	FY 2014 – 2015 Operations	C1 – 13
9/18/14	2014-09-18-0690	AMDT #14	$1,103,916	10/01/14 – 9/30/15	FY 2015 – 2015 Courtyard Security and Janitorial Services	C1 – 14
9/18/14	2014-09-18-0690	AMDT #14	$922,000	10/01/14 – 9/30/15	FY 2014 – 2015 Residential and Support Services	C1 – 15
9/10/15	2015-09-10-0754	AMDT #15	$1,000,000	10/01/15 – 9/30/16	FY 2015 – 2016 Operations	C1 – 16

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
9/10/15	2015-09-10-0754	AMDT #15	$1,103,916	10/01/15 – 9/30/16	FY 2015 – 2016 Courtyard Security and Janitorial Services	C1 – 17
9/10/15	2015-09-10-0754	AMDT #15	$922,000	10/01/15 – 9/30/16	FY 2015 – 2016 Residential and Support Services	C1 – 18
9/15/16	2016-09-15-0698	FY 17 AMDT	$800,000 Dwyer Sale proceeds	9/29/16 – 9/30/17	FY 2016 – 2017 Operations	C1 – 19
9/15/16	2016-09-15-0693	FY 17 AMDT	$1,000,000	10/01/16 – 9/30/17	FY 2016 – 2017 Operations	C1 – 20
9/15/16	2016-09-15-0693	FY 17 AMDT	$1,103,916	10/01/16 – 9/30/17	FY 2016 – 2017 Courtyard Security and Janitorial Services	C1 – 21
9/15/16	2016-09-15-0693	FY 17 AMDT	$922,000	10/01/16 – 9/30/17	FY 2016 – 2017 Residential and Support Services	C1 – 22
9/14/17	2017-09-14-	FY 18 AMDT	$1,000,000	10/01/17 – 9/30/18	FY 2017 – 2018 Operations	(format change beginning FY 18) FY 18 B-I
9/14/17	2017-09-14-	FY 18 AMDT	$1,112,971	10/01/17 – 9/30/18	FY 2017 – 2018 Courtyard Operations	FY 18 B-II

Date	Authorizing Ordinance	Funding AMDT	Funding	Period	Description / Purpose	Budget Attachment
9/14/17	2017-09-14-	FY 18 AMDT	$1,103,916	10/01/17 – 9/30/18	FY 2016 – 2017 Courtyard Security and Janitorial Services	FY 18 B-III
9/14/17	2017-09-14-	FY 18 AMDT	$922,000	10/01/17 – 9/30/18	FY 2016 – 2017 Residential and Support Services	FY 18 B-IV

Contract # 460000_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

INTERLOCAL AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
THE CENTER FOR HEALTH CARE SERVICES

This agreement ("Agreement') is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-_____, dated September 14, 2017, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, Contractor has the capability to provide indigent care and services to public inebriates; and

WHEREAS, City desires to improve the quality if indigent care in San Antonio and services to public inebriates through investment in public safety triage, detoxification, and outpatient treatment services ("Public Inebriate Services") as part of a public inebriate program ("Program") at its detoxification facility (the "Restoration Center"); and

WHEREAS, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to provide Public Inebriate Services, and both desire that such agreement be memorialized herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

Section 1: Term

This Agreement will commence on October 1, 2017 and continue through September 30, 2018.

Section 2: Scope of Work

A. Contractor shall provide, oversee, administer, and carry out the following Public Inebriate Services at the Restoration Center in a manner satisfactory to the City and in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as Attachment I-A:

1. services as described in this Section to homeless individuals, persons with substance abuse disorders, participants engaged in the criminal justice system or referred by the Department of Human Services as a result of an offense or violation of law that have substance abuse and/or dependency issues; and

2. triage services that includes medical screening and assessment to determine the appropriate level of care; and

3. outpatient program services, which include individual and group counseling, case management services, chemical dependency education and various support activities, such as life skills training, that facilitate seeking and maintaining abstinence; and

4. uninterrupted services 24 hours a day, every day of the calendar year during the term and in accordance with all applicable standards of care (Contractor understands and agrees that public intoxicants and injured prisoners may not be denied access to services unless Contractor has submitted its request and rationale for temporary suspension of services to, and received approval from, the City's Department of Human Services for such interruption.); and

5. in applicable cases, conduct intake in accordance with the procedure for the Public Sobering Unit at the Restoration Center, which is attached hereto and incorporated herein for all purposes as Attachment I – B, and provide safe sobering services as appropriate; and

6. overall coordination of services with all organizations offering welfare support at the Haven for Hope homeless campus.

B. Contractor shall provide a Program site facility, adequate in size for all of its participants and the activities described in this Section, all supplies for the Program and reasonable ancillary services at the site.

C. The parties agree that participation in the Program is subject to participant eligibility as evaluated by Contractor. The Contractor will coordinate detox/sobering services and long-term residential treatment with Haven for Hope.

Section 3: Payment

A. In consideration, City will reimburse Contractor for eligible costs incurred providing the Public Inebriate Services as part of its Program operations at the "Restoration Center" under this Agreement in an amount not to exceed $1,250,000.00 in accordance with the Budget attached hereto and incorporated herein for all purposes as Attachment III and in compliance with the Scorecard attached hereto and incorporated herein for all purposes as Attachment II. Eligible costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state and local law, including but not limited to those laws referenced in Section 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with

the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement, unless (a) a subsequent budget revision has been approved and signed by the Director of the Department of Human Services in cases where the total Agreement Budget remains the same, or (b) an Agreement amendment has been approved and signed by the Director of the Department of Human Services pursuant to Section 24 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Program Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

B. The funding level of this Agreement is based on an allocation from the following funding sources:

$1,250,000.00 General Fund

C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.

D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in her sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

1. Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

2. The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits with said bank exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

E. The Contractor shall submit to City all final requests for payment no later than 30 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor) under this Agreement.

G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

1. effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project; and

2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services

received are to be filed according to the expense account to which they were charged.

H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.

I. Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Program funded by this Agreement. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.

K. Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

L. It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement or should grant fund awards be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Agreement or reduce the Scope of Work and Payment accordingly.

M. Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Department of Human Services.

N. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.

Section 4: Program Evaluation, Inspection and Record Keeping Requirements

A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City. At the start of the Agreement term, projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall enter data related to services required under this Agreement into the Homeless Information Management System (HMIS) no later than the 15th day of each month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City and entered into HMIS is accurate.

C. Contractor agrees to use records and other information relating to the Restoration Center service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations ("Service Recipient Information"). Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment IV, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Agreement or contract performance ("City Documents"), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Section including, but not limited to execution of confidential disclosure agreements, regarding the confidential information with Contractor's employees and subcontractors prior to any disclosure of the confidential information. This Section shall

not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement.

D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Agreement, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

E. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C.of this Agreement.

G. Within a period not to exceed 90 days from the termination date of the Agreement; Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the City as related to this Agreement.

H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and applicable for such records.

I. The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Agreement.

Section 5: Insurance

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 6: Indemnity

City and the Contractor acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 7: Applicable Laws

A. The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of the Agreement, and debarment and suspension actions.

B. The Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar in the performance of all services under this Agreement. These include the following:

1. Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.

2. Texas Government Code, Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm.

3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities.

4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.

C. In addition Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
5. Fair Labor Standards Act of 1938, as amended;
6. Equal Pay Act of 1963, P.L. 88-38; and
7. All applicable regulations implementing the above laws.

E. The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:

1. worker's compensation;
2. unemployment insurance;
3. timely deposits of payroll deductions;
4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

F. Contractor agrees to comply with the Americans with Disabilities of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.

H. All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

Section 8: Conflict of Interest

A. Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor 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.

B. Contractor 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.

C. 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:

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; or

2. Have any direct or indirect interest in this Agreement or the proceeds thereof.

D. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

E. Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Agreement. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

Section 9: Termination

A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent).

B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent.

C. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

D. Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

Section 10: Personnel Management

A. The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

B. Contractor is permitted to pay its full time employees funded through this Agreement for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.

C. Contractor agrees that the job titles and descriptions set forth in the Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services.

D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.

E. The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.

F. At the sole discretion of the Director of the Department of Human Services, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

    1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;

    2. To serve as a juror;

    3. To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

    4. To attend seminars or workshops;

G. Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Program in a non-supervisory position.

Section 11: Adversarial Proceedings

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
2. Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

Section 12: City-Supported Project

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

Section 13: No Use of Funds for Religious Activities

Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

Section 14: Debarment

A. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

Section 15: Sub-contracting and Assignment

A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written

approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

C. Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

Section 16: Relationship of Parties

A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

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

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to

Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

The Center for Health Care Services
President and CEO
3031 IH 10 West
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

Section 19: Venue

Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar, County, Texas.

Section 20: Gender

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.

Section 21: Licenses And Training

Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Section 22: Independent Contractor

A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

B. 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.

C. Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

Section 23: Severability

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 City, 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 this 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.

Section 24: Entire Agreement; Amendment

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or

B. modifications to the scope of services or Scorecard, as long as the terms of the amendment are reasonably within the parameters set forth in Section 2 of this Agreement; or

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3 (A) of this Agreement remains unchanged (these modifications may be accomplished through Budget revisions).

Section 25: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

This Agreement has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO, **a Texas Municipal Corporation**	**BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HEALTH CARE SERVICES**
By:_____	By:_____
Melody Woosley, Director Department of Human Services	Jelynne LeBlanc Burley, President and CEO
_____	_____
Date	Date

Approved as to Form:

_____
Assistant City Attorney

Attachment I – A – Scope of Work
Attachment I – B - General Procedures for Intake and Admissions
Attachment II – Scorecard
Attachment III – Budget
Attachment IV – HIPAA Business Associate Agreement

Contract # 460000_____

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT**
	§	**BETWEEN**
COUNTY OF BEXAR	**§**	**CITY OF SAN ANTONIO**
		AND
		THE CENTER FOR HEALTH CARE SERVICES

This agreement ("Agreement') is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the City desires to contract with Contractor to fund a portion of the operations of a mental health dormitory ("Integrated Behavioral Health Program") at the human services campus for the homeless known as Haven for Hope ("Campus") as part of the wide range of transformational services offered to meet the needs of San Antonio's homeless community; and

WHEREAS, the Integrated Behavioral Health Program will include as components an 80 bed dormitory residence, a day treatment program and a mental health clinic to be funded through this Agreement and by funding Contractor and private donors; and

WHEREAS, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to operate the Integrated Behavioral Health Program, and both desire that such agreement be memorialized herein;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

Section 1: Term

This Agreement will commence on October 1, 2017 and continue through September 30, 2018.

Section 2: Scope of Work

A. Contractor shall provide, oversee, administer, and carry out the following activities and services in a manner satisfactory to the City and in compliance with the following Scope of Work and the attachments to this Agreement:

1. Manage and operate the 80 bed dormitory residence in the Integrated Behavioral Health Program 24 hours a day, 7 days a week;
2. Provide psychiatric day treatment services, subject to availability of funding, for those Integrated Behavioral Health Program members who reside in the 80-bed dormitory residence for up to 6 hours per day, Monday through Friday, and 2 hours per day on Saturdays;
3. Operate a walk-in psychiatric outpatient clinic for Integrated Behavioral Health Program residents and other homeless individuals at the Courtyard;
4. Identify 80 individuals who have been residing at the Courtyard, or who were formerly homeless but currently in hospitals, psychiatric facilities, and/or jails, and who have been screened for, and are in need of, psychiatric outpatient treatment for the purpose of admitting them to the 80-bed Integrated Behavioral Health Program. Contractor shall operate the Integrated Behavioral Health Program in compliance with the Scope of Work for the Integrated Behavioral Health Program, attached hereto and incorporated herein for all purposes as Attachment I;
5. Provide City with developed procedures in writing, and submit revised procedures as they are modified;
6. Coordinate with Haven for Hope of Bexar County in order to facilitate the provision of security reasonable and necessary for the safety and welfare of individuals receiving services in the Integrated Behavioral Health Program and for the protection of improvements, fixtures, inventory and equipment located therein against crime, including theft, burglary, graffiti and vandalism;
7. Hire staff consistent with the personnel and line items listed in the Budgets, as applicable, attached to this Agreement; and
8. Provide additional services, as necessary, appropriate and agreed upon with Haven for Hope of Bexar County, to assist in the transformation process for the homeless.

Section 3: Payment

A. In consideration, City will reimburse Contractor for eligible costs incurred under this Agreement in an amount not to exceed $474,217.00 in accordance with the applicable Budget attached hereto and incorporated herein for all purposes as Attachment III and in compliance with the Balanced Scorecard Performance Plan Scorecard attached hereto and incorporated herein for all purposes as Attachment II. Eligible costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state and local law, including but not limited to those laws referenced in Section 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement, unless (a) a subsequent budget revision has been approved and signed by the Director of the Department of Human Services in cases where the total Agreement Budget remains the same, or (b) an Agreement amendment has been approved and signed by the Director of the Department of Human Services pursuant to Section 24 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement

amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

B. The funding level of this Agreement is based on an allocation from the following funding sources:

$ 474,217.00 General Fund for the Integrated Behavioral Health Program

C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the applicable Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.

D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in her sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

1. Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

2. The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits with said bank exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the

Contractor's account balance to exceed FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

E. The Contractor shall submit to City all final requests for payment no later than 30 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor) under this Agreement.

G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

1. effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project; and

2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.

I. Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not

solely devoted to the project or projects funded by this Agreement. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.

K. Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

L. It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement or should grant fund awards be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Agreement or reduce the applicable Scope of Work and Payment accordingly.

M. Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Department of Human Services.

N. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.

Section 4: Program Evaluation, Inspection and Record Keeping Requirements

A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the

Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City. At the start of the Agreement term, projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall enter data related to services required under this Agreement into the Homeless Information Management System (HMIS) no later than the 5th business day of each month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The services delivered and entered into HMIS shall be in accordance with the Haven for Hope FY 2018 Performance Measures Definitions which is attached hereto and incorporated herein for all purposes as Attachment IV. The Contractor ensures that all information contained in all required reports submitted to City and entered into HMIS is accurate.

C. Contractor agrees to use records and other information relating to the Integrated Behavioral Health Program service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations ("Service Recipient Information"). Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment V, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Agreement or contract performance ("City Documents"), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Section including, but not limited to execution of confidential disclosure agreements, regarding the confidential information with Contractor's employees and subcontractors prior to any disclosure of the confidential information. This Section shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement.

D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official

business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Agreement, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

E. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C.of this Agreement.

G. Within a period not to exceed 90 days from the termination date of the Agreement; Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the City as related to this Agreement.

H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and applicable for such records.

I. The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Agreement.

Section 5: Insurance

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 6: Indemnity

City and the Contractor acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 7: Applicable Laws

A. The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of the Agreement, and debarment and suspension actions.

B. The Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar in the performance of all services under this Agreement. These include the following:

    1. Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.
    2. Texas Government Code, Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm.
    3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities.
    4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.

C. In addition Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to

their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
5. Fair Labor Standards Act of 1938, as amended;
6. Equal Pay Act of 1963, P.L. 88-38; and
7. All applicable regulations implementing the above laws.

E. The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:

1. worker's compensation;
2. unemployment insurance;
3. timely deposits of payroll deductions;
4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

F. Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.

H. All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

Section 8: Conflict of Interest

A. Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor

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.

B. Contractor 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.

C. 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:

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; or
2. Have any direct or indirect interest in this Agreement or the proceeds thereof.

D. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

E. Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Agreement. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

Section 9: Termination

A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent).

B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the project or projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent.

C. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

D. Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

Section 10: Personnel Management

A. The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

B. Contractor is permitted to pay its full time employees funded through this Agreement for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.

C. Contractor agrees that the job titles and descriptions set forth in the applicable Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services.

D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.

E. The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.

F. At the sole discretion of the Director of the Department of Human Services, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;

2. To serve as a juror;

3. To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

~~4.~~ To attend seminars or workshops;

G. Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same project in a non-supervisory position.

Section 11: Adversarial Proceedings

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
2. Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding~~s~~ against the City remains unresolved.

Section 12: City-Supported Project

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

Section 13: No Use of Funds for Religious Activities

Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

Section 14: Debarment

A. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

Section 15: Sub-contracting and Assignment

A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

C. Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

Section 16: Relationship of Parties

A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

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

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

The Center for Health Care Services
President and CEO
3031 IH 10 West
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

Section 19: Venue

Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of

this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar, County, Texas.

Section 20: Gender

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.

Section 21: Licenses And Training

Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Section 22: Independent Contractor

A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

B. 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.

C. Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

Section 23: Severability

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 City, 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 this 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.

Section 24: Entire Agreement; Amendment

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or

B. modifications to the scope of services or the Scorecard, as long as the terms of the amendment are reasonably within the parameters set forth in Section 2 of this Agreement; or

C. budget line item shifts of funds, so long as the total dollar amount of the individual budgets set forth in Section 3 (B) of this Agreement remains unchanged (these modifications may be accomplished through Budget revisions).

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Section 25: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

This Agreement has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO, **a Texas Municipal Corporation**	**BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HEALTH CARE SERVICES**
By:_____ Melody Woosley, Director Department of Human Services	By:_____ Jelynne LeBlanc Burley, President and CEO
_____ Date	_____ Date

Approved as to Form:

_____
Assistant City Attorney

Attachment I –	Scope of Work (Integrated Behavioral Health Program)
Attachment II –	Scorecard (Integrated Behavioral Health Program)
Attachment III –	Budget (Integrated Behavioral Health Program)
Attachment IV –	Haven for Hope FY 2018 Performance Measures Definitions
Attachment V –	HIPAA Business Associate Agreement

Contract #460000

STATE OF TEXAS * **COUNTY OF BEXAR *** **CITY OF SAN ANTONIO ***	**PROFESSIONAL SERVICES AGREEMENT** **WITH** **SAN ANTONIO EDUCATION PARTNERSHIP**

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its designee pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and the San Antonio Education Partnership.

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the Managing City department, and

WHEREAS, the San Antonio Education Partnership (SAEP) is an independent non-profit corporation incorporated under the laws of the State of Texas with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Executive Director of SAEP is authorized to act on behalf of SAEP and any references to the Executive Director of SAEP are deemed to include references to any of the Executive Director's designee(s); and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") to be used in furtherance of the activities and mission of the San Antonio Education Partnership (the "Project"); and

WHEREAS, the City has adopted a budget for the expenditure of funds, and included therein is an additional allocation for SAEP for this contract term in an amount not to exceed $2,477,814.00; and

WHEREAS, the Project set out within this agreement does not include operation and administration expenses, including salaries, associated with and allocable to Café College; and

WHEREAS, the City wishes to engage the San Antonio Education Partnership to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The San Antonio Education Partnership will provide, oversee, administer, and carry out all Project activities and services in a manner satisfactory to the City and in compliance with the mutually-agreed to Scope of Work and Scorecard attached hereto and incorporated herein for all purposes as Attachments I and II.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2017 and shall terminate on September 30, 2018.

III. CONSIDERATION

3.1 In consideration, the City will fund the Project through Advance Payments and reimbursements, as applicable, in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is affixed hereto and incorporated herein for all purposes as Attachment III. It is specifically agreed that the reimbursement shall not exceed the total amount of $2,477,814.00, from Fiscal Year 2018 (FY 2018 funding provided under this Agreement.)

3.2 The funding level of this Agreement is based on the following allocations from the following funding sources:

$ 312,814.00	General Fund (Outreach)
$ 20,000.00	General Fund (One time fees to pros)
$ 45,000.00	General Fund (One time targeted maintenance adjustment)
$2,100,000.00	General Fund
$2,477,814.00	

3.3 It is expressly understood and agreed by the City and San Antonio Education Partnership that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Agreement or reduce the Scope of Work and Consideration accordingly. It is further understood and agreed upon by the parties that nothing within this Agreement shall entitle or guarantee San Antonio Education Partnership funding beyond the term of this Agreement.

IV. PAYMENT

4.1 The parties agree that funding under this Agreement shall be allocated in accordance with the attached Budget.

4.2 Annual Forecast. Upon commencement of the Agreement, San Antonio Education Partnership shall submit an annual forecast of projected expenditures for each month during the entirety of the Agreement term. The forecast shall break down projected expenditures on a month by month basis. San Antonio Education Partnership shall submit an updated annual forecast quarterly on or before the following due dates for projected expenditures for the remainder of the contract term:

- January 1, 2018
- April 1, 2018
- July 1, 2018

4.3 Requests for Advance Payments. If specific circumstances require an advance payment on this Agreement, San Antonio Education Partnership must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is within his or her sole discretion, and is final.

In those instances in which advance payments are authorized:

(A) San Antonio Education Partnership's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the San Antonio Education Partnership is notified

that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The San Antonio Education Partnership must deposit reimbursements in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where the San Antonio Education Partnership's total deposits in said bank, including all City funds deposited in such account, exceed the FDIC insurance limit, the San Antonio Education Partnership must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by the San Antonio Education Partnership from the San Antonio Education Partnership's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the San Antonio Education Partnership's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. San Antonio Education Partnership shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.4 Monthly Invoices. San Antonio Education Partnership shall submit to City by the 15th of the month a monthly invoice in the form prescribed by City, which details the specific costs (by category and by program account number) San Antonio Education Partnership expensed in the previous month to deliver the services described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The submitted monthly Invoice shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the San Antonio Education Partnership's submission of original or certified copies of invoices, cancelled checks, San Antonio Education Partnership's general ledger and/or receipts to verify invoiced expenses.

4.5 Reimbursement to City. The San Antonio Education Partnership shall submit to City all final requests for payment no later than thirty (30) days from the expiration or early termination date of this Agreement, unless the San Antonio Education Partnership receives written authorization from the Director of the Managing City Department prior to such thirty (30) day period allowing the San Antonio Education Partnership to submit a request for payment after such thirty (30) period. Upon expiration or early termination of this Agreement, all unused funds, or advance payments exceeding allowable costs incurred during the Agreement term or for which San Antonio Education Partnership fails to deliver services as consideration and as specified under the Agreement, or credits on-hand or collected, relating to the Project, must be returned by San Antonio Education Partnership to the City within ten (10) calendar days of written notification to San Antonio Education Partnership of the need for reimbursement.

4.6 Forecast and Request for Advance Payment for Succeeding Fiscal Year. San Antonio Education Partnership shall provide a forecast and Request for Advance Payment by August 15th for projected expenditures in the next fiscal year, should funding be available and the parties mutually agree to a new term and agreement. The parties agree and understand that the submission of a forecast and request for advance payment shall not be considered to create any expectation or guarantee of future funding and shall not extend, renew or amend this Agreement unless an extension, amendment or renewal is agreed upon by the parties in writing in accordance with Article XXIV.

4.7 Other Provisions. With respect to reimbursable expenses, the parties expressly agree that the City's liability hereunder is limited to making reimbursements for allowable costs incurred. Allowable costs are defined as those costs which are necessary, reasonable and allowable for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Agreement Budget remains the same, or (b) a Agreement amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and Agreement amendments modify the Budget attached hereto, and in such cases San Antonio Education Partnership's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or Agreement amendments. In no event shall the City be liable for any cost of the San Antonio Education Partnership not eligible for reimbursement as defined within this Agreement. San Antonio Education Partnership shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.8 City shall make reimbursement payments of eligible expenses to the San Antonio Education Partnership of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Invoice and so long as San Antonio Education Partnership satisfactorily completes the work described in this Agreement. The question of satisfactory completion of said work shall be determined by the City alone and its decision shall be final. City shall make payment to San Antonio Education Partnership within 30 calendar days of receiving a valid and approved Invoice or Request for Advance Payment.

4.9 San Antonio Education Partnership agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. San Antonio Education Partnership shall submit detailed administrative costs by line item with its annual program budget prior to Agreement execution by the deadline established by the City. If Project is grant funded, San Antonio Education Partnership agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.10 The San Antonio Education Partnership shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, the San Antonio Education Partnership shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The San Antonio Education Partnership shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. The San Antonio Education

Partnership shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the San Antonio Education Partnership;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.11 San Antonio Education Partnership shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project. The Cost Allocation Plan and supportive documentation shall be included with San Antonio Education Partnership's annual program budget prior to Agreement execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.12 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve the San Antonio Education Partnership's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 San Antonio Education Partnership agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, San Antonio Education Partnership shall maintain financial stability and operate in a fiscally responsible and prudent manner. San Antonio Education Partnership agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that San Antonio Education Partnership is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of San Antonio Education Partnership to meet its financial obligations and items that reflect detrimentally on the credit worthiness of San Antonio Education Partnership. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of San Antonio Education Partnership, the appointment of a trustee, receiver or liquidator for all or a substantial part of San Antonio Education Partnership's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against San Antonio Education Partnership. San Antonio Education Partnership shall provide any records requested by City that City deems necessary to make such a determination.

4.14 The San Antonio Education Partnership agrees that its costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.15 The San Antonio Education Partnership agrees that with respect to reimbursable expenses, the City shall not be obligated to any third parties of San Antonio Education Partnership (including any subcontractors or third party beneficiaries of the San Antonio Education Partnership).

V. PROGRAM INCOME

5.1 For purposes of this Agreement, "program income" shall mean earnings of the San Antonio Education Partnership realized from activities resulting from this Agreement or from the San Antonio Education Partnership's management of all funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of the San Antonio Education Partnership provided as a result of this Agreement, and payments from clients or third parties for services rendered by the San Antonio Education Partnership pursuant to this Agreement. At the sole option of the Director of the Managing City Department, the San Antonio Education Partnership will be required to return program income funds to City through the Managing City Department, provided, however, that upon prior written approval by the Director of the Managing City Department, the San Antonio Education Partnership may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where the San Antonio Education Partnership is required to return program income to the Managing City Department, the San Antonio Education Partnership must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants the San Antonio Education Partnership authority to retain program income, the San Antonio Education Partnership must submit all reports required by the Managing City Department within the timeframe specified in the Agreement.

5.3 The San Antonio Education Partnership shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The San Antonio Education Partnership shall fully disclose and be accountable to the City for all program income. The San Antonio Education Partnership must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by the San Antonio Education Partnership to report program income as required is grounds for suspension, cancellation, or termination of this Agreement.

5.5 The San Antonio Education Partnership is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department, provided, however, that the City expressly acknowledges that the San Antonio Education Partnership participates in the City Employee Combined Campaign administered by the United Way and that the San Antonio Education Partnership solicits and receives donations from City employees during that Campaign. Nothing in this Section 5.5 shall be construed to restrict the San Antonio Education Partnership's participation in or benefit from the City Employee Combined Campaign.

5.6 The San Antonio Education Partnership shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF AGREEMENT

6.1 THIS SECTION INTENTIONALLY LEFT BLANK

6.2 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 Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, and shall have the final authority to render or secure an interpretation.

6.3 The San Antonio Education Partnership shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Agreement.

6.5 The San Antonio Education Partnership's Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to the San Antonio Education Partnership's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 The San Antonio Education Partnership agrees to comply with the following check -writing and handling procedures with respect to checks written to pay or reimburse reimbursable expenses:

(A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check; San Antonio Education Partnership agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Agreement unless San Antonio Education Partnership receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt; and

(C) Checks issued by City to the San Antonio Education Partnership for all reimbursable expenses shall be deposited into the appropriate bank account immediately or by the next business day after the San Antonio Education Partnership's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request the San Antonio Education Partnership to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If the San Antonio Education Partnership expends $750,000.00 or more of City dollars, provided pursuant to this Agreement or any other City contract, then during the term of this Agreement, the San Antonio Education Partnership shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. The San Antonio Education Partnership understands and agrees to furnish the Managing City Department a copy of the audit report , including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter

within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

The San Antonio Education Partnership agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the San Antonio Education Partnership or its programs of any findings about accounting deficiencies, or violations of the San Antonio Education Partnership's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the San Antonio Education Partnership's receipt of the report.

7.2 The San Antonio Education Partnership agrees that if the San Antonio Education Partnership receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and the San Antonio Education Partnership shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. The San Antonio Education Partnership may submit reports through the following website: http:// harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, the San Antonio Education Partnership may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

San Antonio Education Partnership agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from San Antonio Education Partnership's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If the San Antonio Education Partnership expends less than $750,000.00 of City dollars, then during the term of this Agreement, the San Antonio Education Partnership shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by the San Antonio Education Partnership attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, the San Antonio Education Partnership agrees to make available to City all accounting and Project records.

The San Antonio Education Partnership shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this

Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after the expiration of this Agreement, save and except when there is litigation or if the audit report covering such agreement has not been accepted, the San Antonio Education Partnership shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by the San Antonio Education Partnership in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its sole and absolute discretion, require the San Antonio Education Partnership to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the San Antonio Education Partnership shall abide by such requirements.

7.6 When an audit or examination determines that the San Antonio Education Partnership has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the San Antonio Education Partnership shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the San Antonio Education Partnership will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, the San Antonio Education Partnership shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If the San Antonio Education Partnership is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the San Antonio Education Partnership is forbidden from reducing Project expenditures and the San Antonio Education Partnership must use its own funds to maintain the Project.

The San Antonio Education Partnership agrees and understands that all expenses associated with the collection of delinquent debts owed by the San Antonio Education Partnership shall be the sole responsibility of the San Antonio Education Partnership and shall not be paid from any Project funds received by the San Antonio Education Partnership under this Agreement.

7.7 If the City determines, in its sole discretion, that the San Antonio Education Partnership is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the San Antonio Education Partnership pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the San Antonio Education Partnership shall furnish to the Managing City Department such statements, records, data, all policies and procedures, and information and permit the City to have interviews with its personnel, board members and project participants pertaining to the matters covered by this Agreement.

8.2 The San Antonio Education Partnership shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report (CMR) which template is attached hereto and incorporated herein as Attachment V. At the start of the Agreement term, a Contract Monitoring Report containing projected monthly performance measures for the entire Agreement term shall be

developed and approved by designated Agreement monitoring staff. San Antonio Education Partnership shall submit a completed Contract Monitoring Report no later than the 15th business day of every month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The San Antonio Education Partnership ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 The San Antonio Education Partnership agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Additionally, San Antonio Education Partnership shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The San Antonio Education Partnership shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, the San Antonio Education Partnership shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. The San Antonio Education Partnership shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with the San Antonio Education Partnership's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon expiration or early termination of this Agreement, the San Antonio Education Partnership shall return to City all copies of materials related to the Project including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if the San Antonio Education Partnership receives inquiries regarding documents within its possession pursuant to this Agreement, the San Antonio Education Partnership shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the San Antonio Education Partnership shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of the San Antonio Education Partnership's receipt of such request.

8.5 In accordance with Texas law, the San Antonio Education Partnership acknowledges and agrees that all City government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, the San Antonio Education Partnership agrees that no such City government records produced by or on the behalf of the San Antonio Education Partnership pursuant to this Agreement shall be the subject of any copyright or proprietary claim by the San Antonio Education Partnership.

The San Antonio Education Partnership acknowledges and agrees that all City government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the

property of City and shall be made available to the City during normal business hours. The San Antonio Education Partnership further agrees to turn over to City all such City records upon expiration or early termination of this Agreement, if requested by the City. The San Antonio Education Partnership agrees that it shall not, under any circumstances, release any records created solely for the City during the course of performance of the Agreement to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Agreement.

8.6 Ownership of Intellectual Property. San Antonio Education Partnership and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. San Antonio Education Partnership hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. San Antonio Education Partnership agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure San Antonio Education Partnership's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, San Antonio Education Partnership hereby irrevocably designates and appoints City and its duly authorized officers and agents as San Antonio Education Partnership's agent and attorney-in-fact, to act for and in San Antonio Education Partnership's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by San Antonio Education Partnership. Provided, however, nothing herein contained is intended nor shall it be construed to require San Antonio Education Partnership to transfer any ownership interest in San Antonio Education Partnership's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Agreement, the San Antonio Education Partnership shall submit all final client and/or fiscal reports and all required deliverables to the City Managing Department. The San Antonio Education Partnership understands and agrees that in conjunction with the submission of the final report, the San Antonio Education Partnership shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 San Antonio Education Partnership shall provide to the Managing City Department all information requested by the Managing City Department relating to the San Antonio Education Partnership’s Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the San Antonio Education Partnership’s board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 The San Antonio Education Partnership agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Agreement.

IX. INSURANCE

9.1 The San Antonio Education Partnership agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Agreement, San Antonio Education Partnership shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled **San Antonio Education Partnership – Scholarships** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

(C) The San Antonio Education Partnership's financial integrity is of interest to the City; therefore, subject to San Antonio Education Partnership's right to maintain reasonable deductibles in such amounts as are approved by the City, San Antonio Education Partnership shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at San Antonio Education Partnership's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) San Antonio Education Partnership agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of San Antonio Education Partnership herein, and provide a certificate of insurance and endorsement that names the San Antonio Education Partnership and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of San Antonio Education Partnership. San Antonio Education Partnership shall provide the 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 Agreement for all purposes.

(E) 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 required endorsements. San Antonio Education Partnership shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. San Antonio Education Partnership shall pay any costs incurred resulting from provision of said documents.

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

(F) San Antonio Education Partnership agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

H) In addition to any other remedies the City may have upon San Antonio Education Partnership'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 San Antonio Education Partnership to stop work hereunder, and/or withhold any payment(s) which become due to San Antonio Education Partnership hereunder until San Antonio Education Partnership demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which San Antonio Education Partnership may be held responsible for payments of damages to persons or property resulting from San Antonio Education Partnership's or its subcontractors' performance of the work covered under this Agreement.

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

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

(L) San Antonio Education Partnership and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 THE SAN ANTONIO EDUCATION PARTNERSHIP AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

(A) The San Antonio Education Partnership 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 or 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 the San Antonio Education Partnership's activities under this Agreement, including any acts or omissions of the San Antonio Education Partnership, any agent, officer, director, representative, employee, consultant or subcontractor of the San Antonio Education Partnership , and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT THE SAN ANTONIO EDUCATION PARTNERSHIP AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

(B) The provisions of this INDEMNIFICATION 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.

(C) The San Antonio Education Partnership shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or the San Antonio Education Partnership known to the San Antonio Education Partnership related to or arising out of the San Antonio Education Partnership's activities under this Agreement and shall see to the investigation and defense of such claim or demand at San Antonio Education Partnership's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving San Antonio Education Partnership of any of its obligations under this paragraph.

XI. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) AND RELATED POLICIES

11.1 THIS POLICY IS NOT APPLICABLE TO THIS AGREEMENT.

XII. APPLICABLE LAWS

12.1 The San Antonio Education Partnership certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the San Antonio Education Partnership to suspension of payments, termination of Agreement, and debarment and suspension actions.

12.2 The San Antonio Education Partnership understands that certain funds provided it pursuant to this Agreement are funds that have been made available by the City's General Operating Budget. Consequently, the San Antonio Education Partnership agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by the San Antonio Education Partnership

hereunder as directed by the City or as required in this Agreement. In addition the San Antonio Education Partnership shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

12.3 All of the work performed under this Agreement by the San Antonio Education Partnership shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, the San Antonio Education Partnership shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
  Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, the San Antonio Education Partnership must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to the San Antonio Education Partnership hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Agreement, San Antonio Education Partnership 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. Additionally, the San Antonio Education Partnership certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A)Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The San Antonio Education Partnership warrants that any and all taxes that the San Antonio Education Partnership may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The San Antonio Education Partnership shall comply with all applicable local, state, and federal laws including, but not limited to:

(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;

(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 The San Antonio Education Partnership agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, San Antonio Education Partnership, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. City hereby relies on San Antonio Education Partnership's verification. If found to be false, City may terminate this Agreement for material breach.

12.8 The San Antonio Education Partnership agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Project as they may be promulgated.

12.9 All expenditures by the San Antonio Education Partnership or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. Expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.10 The San Antonio Education Partnership shall submit to the Managing City Department on an annual basis its Form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, San Antonio Education Partnership shall notify the City in writing of the extension and the anticipated date of filing with the IRS. San Antonio Education Partnership shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which San Antonio Education Partnership received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The San Antonio Education Partnership warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the San Antonio Education Partnership or the City. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 The San Antonio Education Partnership covenants that neither it nor any member of its governing body or of its staff presently has any interest, whether direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The San Antonio

Education Partnership 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.

13.3 The San Antonio Education Partnership 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.

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

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

(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, San Antonio Education Partnership warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, San Antonio Education Partnership does not cause a City employee or officer to have a prohibited financial interest in the Agreement. San Antonio Education Partnership further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the San Antonio Education Partnership fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the San Antonio Education Partnership should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by sending written notice to the San Antonio Education Partnership of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The San Antonio Education Partnership shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder.

Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The San Antonio Education Partnership shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The San Antonio Education Partnership shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the San Antonio Education Partnership for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the San Antonio Education Partnership may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the San Antonio Education Partnership is not in compliance with this Agreement. The San Antonio Education Partnership shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the San Antonio Education Partnership be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be within the City's sole and absolute discretion and shall be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 The San Antonio Education Partnership agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 The San Antonio Education Partnership agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Agreement include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, the San Antonio Education Partnership shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. The San Antonio Education Partnership shall list the name and number of a contact person from the Managing City Department on the statement that the San Antonio Education Partnership's personnel can call to report said violations.

15.5 The San Antonio Education Partnership agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the San Antonio Education Partnership under this Agreement may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, the San Antonio Education Partnership and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The San Antonio Education Partnership establishes personnel management policies and procedures for employee positions paid by the San Antonio Education Partnership. The San Antonio Education Partnership will comply with all state and federal laws prohibiting discrimination and a hostile work environment and agrees to provide a workplace free of harassment.

16.2 The San Antonio Education Partnership agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.3 San Antonio Education Partnership is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the San Antonio Education Partnership elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.

16.4 San Antonio Education Partnership agrees that the job titles and descriptions set forth in the budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.5 San Antonio Education Partnership agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.

16.6 The San Antonio Education Partnership agrees to provide the City with the names and license registration of any employees of the San Antonio Education Partnership regulated by state law whose activities contribute toward, facilitate, or coordinate the performance of this Agreement.

16.7 At the sole discretion of the Director of the Managing City Department, San Antonio Education Partnership may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the San Antonio Education Partnership may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.8 Chief Executive Officers (CEOs), directors and other supervisory personnel of the San Antonio Education Partnership may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 The San Antonio Education Partnership agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) The San Antonio Education Partnership, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 The San Antonio Education Partnership shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Agreement, San Antonio Education Partnership agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by San Antonio Education Partnership. San Antonio Education Partnership shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at the Agreement's expiration or early termination, for whatever reason. The San Antonio Education Partnership agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Agreement. Equipment that has reverted to the San Antonio Education Partnership through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 The San Antonio Education Partnership agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the San Antonio Education Partnership to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 The San Antonio Education Partnership shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and,
(G) A list of disposed items and disposition

19.4 The San Antonio Education Partnership is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The San Antonio Education Partnership shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that the San Antonio Education Partnership discovers the equipment / property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the San Antonio Education Partnership to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Agreement shall be fully insured against fire, loss and theft.

19.6 The San Antonio Education Partnership shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the Budget.

20.2 The San Antonio Education Partnership agrees that mileage reimbursement paid to the San Antonio Education Partnership's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. The San Antonio Education Partnership further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. The San Antonio Education Partnership shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the San Antonio Education Partnership.

20.3 The San Antonio Education Partnership agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, the San Antonio Education Partnership shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

1.1 The San Antonio Education Partnership agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 The San Antonio Education Partnership certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 The San Antonio Education Partnership shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, the San Antonio Education Partnership learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 The San Antonio Education Partnership shall not assign nor transfer the San Antonio Education Partnership's interest in this Agreement or any portion thereof without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and the San Antonio Education Partnership and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding and executed without City Council approval pursuant to this subsection during the term of this Agreement shall not exceed the foregoing amount;

B. modifications to the Scope of Work and Scorecard set forth in Attachments I and II hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard, as set forth in Attachments I and II hereto;

C. budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Agreement remains unchanged(these modifications may be accomplished through Budget revisions);

D. modifications to the insurance provisions described in Article IX of this Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department; or

E. reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.3.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City.

25.2 The San Antonio Education Partnership must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by the San Antonio Education Partnership with respect to any of its sub-contracts supported by any part of thetotal Agreement amount, then the San Antonio Education Partnership will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder shall be sub-contracted only by written 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. Compliance by sub-contractors with this Agreement shall be the responsibility of the San Antonio Education Partnership. The San Antonio Education Partnership agrees that payment for services of any sub-contractor shall be submitted through the San Antonio Education Partnership, and the San Antonio Education Partnership shall be responsible for all payments to sub-contractors.

25.4 The San Antonio Education Partnership certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, TX 78205

The San Antonio Education Partnership:
Executive Director
San Antonio Education Partnership
131 El Paso St.
San Antonio, TX 78204

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 The San Antonio Education Partnership and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

XXVIII. GENDER

28.1 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.

XXIX. AUTHORITY

29.1 The signer of this Agreement for the San Antonio Education Partnership represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of the San Antonio Education Partnership and to bind the San Antonio Education Partnership to all of the terms, conditions, provisions and obligations herein contained. The San Antonio Education Partnership shall provide evidence to City upon execution of this Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code. The San Antonio Education Partnership must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. The San Antonio Education Partnership shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Agreement.

XXX. LICENSES AND TRAINING

30.1 The San Antonio Education Partnership warrants and certifies that the San Antonio Education Partnership's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT ORGANIZATION

31.1 It is expressly understood and agreed that the San Antonio Education Partnership is an independent organization that provides professional services for the City. As such, the San Antonio Education Partnership shall be responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the San Antonio Education Partnership, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the San Antonio Education Partnership only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the San Antonio Education Partnership.

XXXII. SEVERABILITY

32.1 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 City, 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 this 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 San Antonio Education Partnership acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. San Antonio Education Partnership understands that if the legal signatory entering the Agreement has made such a contribution, the City may not award the Agreement to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 The San Antonio Education Partnership acknowledges that the City has identified this Agreement as high profile.

33.3 The San Antonio Education Partnership warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

XXXIV UNLAWFUL EMPLOYMENT OF ALIENS

34.1 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if San Antonio Education Partnership receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), San Antonio Education Partnership shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of San Antonio Education Partnership receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

[Remainder of page intentionally left blank]

XXXV. ENTIRE CONTRACT

35.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Agreement has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:

Melody Woosley, Director
Department of Human Services

Date

APPROVED AS TO FORM:

City Attorney

SAN ANTONIO EDUCATION PARTNERSHIP:

Olena Khrystyuk, Board Chair

Date

Board President (if required by agency)

ATTACHMENTS:

Attachment I – Scope of Work
Attachment II –Scorecard
Attachment III- Budget
Attachment IV- Intentionally omitted
Attachment V – Contract Monitoring Report Form
Attachment VI - HIPAA Business Associate Agreement

Attachment I – Scope of Work

San Antonio Education Partnership
Scholarship and Outreach
FY 2017-2018

PROGRAM OBJECTIVE:
The San Antonio Education Partnership's Road to Success (R2S) Program (Outreach, High School Services) will provide scholarship opportunities to students at high schools sponsored by the City.

The R2S team will also conduct outreach to those entities outside the partner schools (those sponsored by the City). Outreach will include presentations on Five Key Areas, introduction to services, and College and Career Fairs.

SERVICE PLAN:
This work is included, but not limited to:

- The R2S (Outreach) program will provide services in five key areas: 1. College aspirations and goal setting, 2. College and career exploration and planning, 3. College entry and enrollment, 4. College affordability and financial aid, and 5. College transition
- Providing specific information and materials to communicate scholarship opportunity to students in partner (City sponsored) high schools
- Undertaking outreach (class presentations, student assemblies, parent forums, faculty meetings, etc.) to students, parents, school faculty and staff, and schools to create awareness of college access, the Education Partnership and scholarship
- Meeting with students to explain scholarship eligibility requirements and provide college and career guidance services
- Working with schools to maintain information for new students for reporting, eligibility, and verification purposes, including modification of existing Client Services Information System (CSIS) database
- Submit funds to the participating colleges and universities on behalf of the students that have received the cafécollege award up to the maximum amounts established by the San Antonio Education Partnership Board. The amounts shall not exceed the following limits set by the city per student, per semester:
    - $300 for a student attending a community college
    - $425 for a student attending a four year public university
    - $750 for a student attending a four year private university
- Work with school staff and students of the San Antonio Education Partnership participating high schools to determine eligibility, assess scholarship award and administer scholarship program for eligible students attending schools in San Antonio, Northeast, Northside, Harlandale, Edgewood, Southwest, South San and Southside Independent School Districts
- Work with college and university staff as well as Scholarship students of the San Antonio Education Partnership to provide student support, transfer information and other student success strategies

TARGETED POPULATION:
High School Students: 9^{th} – 12^{th} grades (partnering high schools, sponsored by the City)

High School, Middle School, and Elementary School students outside those sponsored by the City

Other Organizations and Partners as requested for community outreach

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:
The R2S, High School Services Outreach will serve 9^{th} – 12^{th} grades at the partnering high schools (City sponsored) in zip codes of council districts 1 - 10

Other Organizations and Partners as requested for community outreach

Attachment III

BUDGET

San Antonio Education Partnership FY 2018 Budget	
Outreach (Includes $20,000 one time fees to pros, and $45,000 one time targeted maintenance adjustment)	$377,814
Scholarships	$2,100,000
2018 SAEP Allocation	$2,477,814
Total SAEP COSA Funding	$2,477,814

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR *

CITY OF SAN ANTONIO *

DELEGATE AGENCY CONTRACT

WITH

SAN ANTONIO EDUCATION PARTNERSHIP

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and the San Antonio Education Partnership, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") for Youth Development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $685,000.00 for a project entitled "Dr. Manuel P. Berriozábal cafécollege Operations" (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of $685,000.00.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$685,000.00 General Fund

Consequently, Contractor agrees to comply with Sections I, II (B) of the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate general fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced

funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized

purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of

Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http:// harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th calendar day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor

shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the

same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions within 60 days of execution of this Contract. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "*San Antonio Education Partnership* – Dr. Manuel P. Berriozábal café*college* Operations" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

11.1 SBEDA Program: The City has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the City. The SBEDA Ordinance Compliance Provisions contained in this section of the Contract are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the City pursuant to the SBEDA Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Contract. Unless defined in a contrary manner herein, terms used in this section of the Contract shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

11.2 Definitions

- **Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

- **Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

- **Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the SBEDA Ordinance in Section III.E.6 of Attachment A.

- **Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to

perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the City as fraudulent if Contractor attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the Contractor shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the Contractor and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

- **Evaluation Preference** – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime contractors or Respondents.

- **Good Faith Efforts** – documentation of the Contractor's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of Contractor's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

- **HUBZone Firm** − a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

- **Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

- **Individual** − an adult person that is of legal majority age.

- **Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

- **Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

- **M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

- **Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

- **Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

    - African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

    - Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

    - Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

    - Native Americans: Persons having no less than $1/16^{th}$ percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

- **Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

- **Payment** – dollars actually paid to Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

- **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

- **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Contract, this term refers to the Contractor.

- **Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

- **Respondent –** a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Contract, Contractor is the Respondent.

- **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

- **Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

- **San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

- **SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

- **Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

- **Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

- **Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

- **Small Business Office Manager** – the Assistant Director of the EDD of the City that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

- **Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

- **Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the Contractor and its subcontractors shall be submitted to the City prior to execution of this Contract and any contract modification agreement.

- **Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Contractor's and/or S/M/WBE

firm's performance and payment under City contracts due to the City's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

- **Subcontractor/Supplier Utilization Plan** – a binding part of this Contract which states the Contractor's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this Contract, and states the name, scope of work, and dollar value of work to be performed by each of Contractor's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this Contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Contract to be approved by the EDD Director or designee.

- **Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Contract is not inclusive of MBEs.

11.3 SBEDA Program Compliance – General Provisions. As Contractor acknowledges that the terms of the City's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the City's SBEDA Policy & Procedure Manual are in furtherance of the City's efforts at economic inclusion and, moreover, that such terms are part of Contractor's scope of work as referenced in the City's formal solicitation that formed the basis for contract award and subsequent execution of this Contract, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Contract, and are considered by the Parties to this Contract to be material terms. Contractor voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this Contract by the City. Without limitation, Contractor further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

(A) Contractor shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Contractor's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this Contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term.

(B) Contractor shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any City or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Contractor or its Subcontractors or suppliers.

(C) Contractor shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, Contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Contract.

(D) Contractor shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Contractor's Subcontractor / Supplier Utilization Plan for this Contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Contractor to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. A copy of the Contractor's Subcontractor / Supplier Utilization Plan is affixed hereto and

incorporated herein for all purposes as Attachment V. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Contractor of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

(E) Contractor shall immediately notify the Originating Department and SBO of any transfer or assignment of its Contract with the CITY, as well as any transfer or change in its ownership or business structure.

(F) Contractor shall retain all records of its Subcontractor payments for this Contract for a minimum of four years or as required by state law, following the conclusion of this Contract or, in the event of litigation concerning this Contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

(G) In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Contractor's Subcontractor / Supplier Utilization Plan, the Contractor shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the Contractor and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

(H) Contractor acknowledges that the City will not execute a contract or issue a Notice to Proceed for this project until the Contractor and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and Contractor has represented to City which primary commodity codes each registered Subcontractor will be performing under for this Contract.

11.4 SBEDA Program Compliance – Affirmative Procurement Initiatives. The CITY has applied the following contract-specific Affirmative Procurement Initiative to this Contract. Contractor hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Contract:

(A) SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 5. (a), this Contract is being awarded pursuant to the SBE Subcontracting Program. Contractor agrees to subcontract at least ***twenty percent (20%)*** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that Contractor submitted to City with its response for this Contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this Contract), and that contains the names of the certified SBE Subcontractors to be used by Contractor on this Contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Contract. In the absence of a waiver granted by the SBO, the failure of Contractor to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the Contract with the City, and may result in debarment from performing future City contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any

other remedies available under the terms of this Contract for violations of the SBEDA Ordinance, or under any other law; **and**

(B) M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 6. (b), this Contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ***ten percent (10%)*** of its prime contract value to certified SBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that Contractor submitted to CITY with its response for this Contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by Contractor on this Contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Contract. In the absence of a waiver granted by the SBO, the failure of Contractor to attain this subcontracting goal for SBE or M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the Contract with the City, and may result in debarment from performing future City contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE or M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Contract for violations of the SBEDA Ordinance, or under any other law.

11.5 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Contract, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this Contract is hereby incorporated into the material terms of this Contract. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

11.6 Prompt Payment. Upon execution of this Contract by Contractor, Contractor shall be required to submit to City accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the Contractor's reported subcontract participation is accurate. Contractor shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from City. In the event of Contractor's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Contractor, and no new City contracts shall be issued to the Contractor until the City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the Contract.

11.7 Violations, Sanctions and Penalties. In addition to the above terms, Contractor acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Contract to:

- Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

- Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

- Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

- Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

- Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- Suspension of Contract;

- Withholding of funds;

- Rescission of Contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

- Refusal to accept a response or proposal; and

- Disqualification of Contractor or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond

ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price

subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance

upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:

Executive Director/CEO/President
San Antonio Education Partnership
131 El Paso St.
San Antonio, Texas 78204

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax

under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract

for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Agreement has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:	**CONTRACTOR:**
Melody Woosley Director, Department of Human Services	Olena Khrystyuk, Board Chair
Date	Date
APPROVED AS TO FORM:	
City Attorney	Board President (if required by agency)

ATTACHMENTS

Attachment I – Scope of Work and Scorecard
Attachment I – A – Service Level Agreement
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – SBEDA - Subcontractor / Supplier Utilization Plan
Attachment VI – HIPAA Business Associate Agreement

Attachment I
Scope of Work

Contractor shall operate and manage, with the collaboration of local educational institutions and non-profit agencies, Dr. Manuel P. Berriozábal cafécollege ("Center") for the purpose of providing college access and success services (as further described below) to San Antonio students, parents and adult learners in accordance with the following provisions**:**

1. Website:
    a. Contractor shall maintain and update and arrange for the hosting of a student-focused website for the Center utilizing the latest tools, media and social networking sites along with links to resources applicable to college access, financial aid, and college success services. Contractor agrees to remove any materials or information that the City, within its sole and absolute discretion, finds inappropriate or unacceptable.
    b. Contractor shall enter into necessary agreements to design, develop, maintain and host the website throughout the term of this Contract, and budget accordingly. Contractor shall provide to the City for its approval a copy of all agreements and any renewals pertaining to the Center website prior to their execution. Contractor agrees to incorporate within each agreement provisions that acknowledge that the City is a third party beneficiary of those agreements and that, if the City were to terminate its agreement with Contractor, the City has the same right to, without limitation, all services, information and claims that Contractor has the right to or possesses under the agreements, and that no subsequent legal instrument shall be necessary for the City to claim a right or benefit thereunder. Contractor agrees that it will no longer have website design, maintenance or update access following a termination of this Contract and that all information and methods of access pertaining to the website shall be transferred to the City (including, but not limited to, the registered URL of the website and the right to renew the registration) without retention by Contractor. Contractor shall provide City with the website source code and the Managing City Department's Information Technology staff member with access to design and development. Contractor shall also provide City with a digital copy of all website materials once published. The website shall be accessible by students 24 hours a day, 7 days a week, with updates every 30 days. City allows for reasonable times when the systems will be down for maintenance or trouble shooting. Contractor shall develop, update and follow procedures for monitoring the website for inappropriate content posted by students and their families, including within the procedures a process for deletion of unacceptable content as appropriate. The website shall contain at a minimum:
        i. Notifications of upcoming local events, including the Saturday FAFSA(s) workshops/seminars;
        ii. Interactive components, such as, but not limited to, info@saedpartnership.org email address, links to webinars, and Center workshop registration pages;
        iii. Educational, career planning, financial aid, and college persistence and graduation tools and resources; and
        iv. Links to collaborator and other appropriate sites, such as to colleges and local (youth and family social service organizations) and national resources.
        v. Information about Predatory FAFSA sites and services
        vi. Links to available scholarship websites
        vii. Additional Pages on local scholarships
        viii. Parents' page
        ix. Students' Page
        x. Timeline and "How To" complete steps for Freshmen - Seniors
        xi. Bilingual video of FAFSA to include an explanation of FAFSA

2. Site Development and Lease:
    a. Contractor agrees to accept commercially reasonable terms of a lease from the City, the terms of which shall cover Contractor's obligations with regard to permitted uses, parking, safety and responsibility for paying the costs of security, custodial services, utilities and maintenance of interior and exterior to include landscaping, among other things. Notwithstanding the terms of the lease between Contractor and the City, Contractor agrees that it is responsible for the cost of maintenance of the exterior, including all landscaping costs.

b. Contractor agrees to include line item(s) within its Budget for costs associated with facility use. Contractor also agrees to permit the City to deduct from Contractor's Contract Budget any monthly costs owed to the City under the forthcoming lease and to reduce Contractor's budget accordingly.

3. Media and Outreach Efforts:
   a. Contractor shall continue media and outreach campaign to advertise Center hours of operation, programs, services and other resources.
   b. Contractor shall host open house events for targeted groups.
   c. Contractor shall develop additional media ideas including print, billboard signage, advertising and social marketing sites and submit the same ideas for the City's approval.

4. Global Elements of Center: Contractor shall maintain, staff and monitor a cyber cafe-style setting with digital picture and video boards, a computer lab, areas for posting and displaying information, a reception area, workshop space, offices, conference rooms, equipment room, restrooms and break rooms.

5. Hours of Operation: Contractor shall staff to accommodate students, parents and adult learners' schedules and shall operate the Center's hours as follows:

Tuesday -Thursday: 8:00 a.m. to7:00 p.m.
Friday: 8:00 a.m. to 5:00 p.m.
Saturday: 8:00 a.m. to 5:00 p.m.

Contractor shall obtain the approval of the Managing City Department prior to any change in the hours of operation.

6. Staffing:
   a. Contractor shall maintain staffing during the Hours of Operation at levels adequate to provide intake, coordination, workshops, one-on-one meetings with students and parents, data input, tracking, follow-up, information technology, college access advising and transition coaching, but no less than one (1) College Access Center Manager who shall serve as a site manager to oversee day-to-day operations, scheduling and building a network of providers and volunteers to offer services and workshops, one (1) dedicated Intake Specialist and four (4) College Access and Success Advisors.
   b. Contractor shall maintain adequate bi-lingual staffing to accommodate Spanish speaking clients.

7 . Intake Services: Contractor shall employ a bi-lingual Intake Specialist to coordinate walk-ins and scheduled clients, to perform a one-on-one needs assessment upon a student's initial visit to the Center, and to assign the student and family to a College Access and Success Advisor for further assessment.

8. One-On-One Assessment Services:
   a. College Access Assistance: Contractor shall schedule and conduct one-on-one sessions with students and families, ensuring student tracking and follow-up, and covering areas such as, but not limited to:
      i. researching colleges *I* universities;
      ii. college application assistance;
      iii. securing letters of recommendations;
      iv. college entrance exam registration, preparation and simulation exercises;
      v. the purpose of TSI , the meaning of test results and future planning based upon those results; and
      vi. career planning.

   b. Financial Aid Assistance: Contractor shall schedule and conduct one-on-one financial aid assistance sessions with students and families, ensuring student tracking and follow-up, covering areas such as, but not limited to:
      i. Federal Student Aid Identification number FSA ID) application and accessing Student Aid Report (SAR);
      ii. Free Application for Federal Student Aid (FAFSA) application;
      iii. Texas Application for State Financial Aid (TASFA) application;

iv. Expected Family Contribution (EFC);
v. Understanding financial aid award packages;
vi. scholarship programs;
vii. Volunteer Income Tax Assistance (VITA) availability during SASA, when available as determined by COSA department managing VITA;
viii. Other savings strategies, such as earning college credit in high school via Advanced Placement and dual credit programs.

c. Develop and implement a series of Saturday FAFSA workshops/seminars
d. College Success Assistance: Contractor shall schedule and conduct one-on-one sessions with students and families, ensuring student tracking and follow-up, and covering such areas such as, but not limited to:
   i. Enrolling in college
   ii. Registering for and selecting classes
   iii. Transferring to a university
   iv. Choosing a major
   v. Reapplying for financial aid
   vi. Engaging in campus and with faculty
   vii. Student success skills
   viii. Resume and career preparation

9. Group Forums or Workshop Services:
   a. College Access: Contractor shall provide college access and success workshops covering areas such as, but not limited to:
      i. colleges, universities and degree programs;
      ii. college application assistance;
      iii. essay writing;
      iv. resume writing;
      v. exam preparation;
      vi. basic skills review;
      vii. college timelines; and
      viii. college success skills.
   b. Financial Aid: Contractor shall provide financial aid group forums and workshops covering areas such as, but not limited to:
      i. financial aid basics;
      ii. FAFSA basics;
      iii. understanding EFC and SAR;
      iv. costs of a college education;
      v. scholarships;
      vi. higher education savings plans; and
      vii. financial literacy.
   c. College Success:
      i. college registration and enrollment
      ii. transfer process
      iii. college major vs professional career
      iv. financial aid and student debt
      v. financial literacy
      vi. campus engagement
      vii. student success skills
      viii. Professional career preparation

10. "Stop-Out" Outreach: Contractor shall conduct specific outreach activities targeted at clients who have stopped pursuing attainment of a college or university degree (referred to as "stop-outs") and facilitate their return to college by offering all of the same services to first time college attendees and by providing information and referrals to address their unique challenges (e.g., child care, housing, elderly care, etc.).

11. Collaboration: Contractor shall promote, arrange and host visits from representatives from San Antonio area colleges and universities as well as state- and national institutions and organizations on issues ranging from general application and admissions to financial aid and scholarship processes.

12. Referrals: Contractor shall maintain a directory of outside service providers, including youth and family social service organizations, establish a collaborative relationship with commonly used providers and refer students and families as appropriate based upon the initial one-on-one needs assessment or later assessment, whether formal or informal. Contractor shall establish procedures for, and perform, follow-up, working with the student or family on a plan of action or strategies to deal with the particular challenge they are facing.

13. Computer Lab: Contractor shall maintain and update a minimum of 32 desktop computers with online access, incorporating adequate site controls, current office-type software, printing capabilities, adequate servers, and information technology security, and in accordance with the Service Level Agreement that is attached and incorporated herein for all purposes as Attachment I – A. Contractor shall staff the lab for the purposes of monitoring and providing assistance with the specific needs of the clients present.

14. Data Systems Management Plan: Contractor shall develop and implement a data systems management plan including hardware, software, security plan, other major system features, and in accordance with the Service Level Agreement that is attached and incorporated herein for all purposes as Attachment I – A, and provide standard monthly reports to the City for services administered.

15. Call center: Contractor shall establish and provide access to a dedicated telephone help line to the Center.

16. VITA services: Contractor shall permit City staff and Volunteer Income Tax Assistance (VITA) volunteers to use designated space at the Center for the purpose of offering VITA services during the income tax season. Contractor shall also advise clients of the availability of other VITA sites. Additionally, Contractor shall attend VITA volunteer training sessions, if possible when staff availability permits, to provide volunteers with valuable information regarding financial aid assistance and the Center in general so that the information may be relayed to families.

17. Tours: Contractor shall schedule and offer tours to educational stakeholders, students and their families.

18. Quality Assurance Plan: Contractor shall develop and implement a quality assurance plan to ensure the delivery of quality services to clients in a timely and efficient manner.

19. Meetings and Presentations: Contractor's representatives shall attend meetings with City staff relating to administration and performance pursuant to the Contract, and shall make presentations as requested by the City at meetings, including, but not limited to, before City Council and its subcommittees.

The Carver 2017-2018 Performance Season

The City of San Antonio will sponsor the following performing events. The City of San Antonio will support the artistic fee for the performer's expenses up to $196,170. Ticket Revenues will be deposited with the City of San Antonio.

Date	Performance	Contract Value	Management Company	Venue	Discipline
Saturday 10/14/2017	**Kenny Lattimore**	**$17,000**	Wenig-LaMonica Associates, LLC	Jo Long Theatre	Music
Saturday 10/28/2017	**TU Dance**	**$20,000**	TU Dance	Jo Long Theatre	Dance
Saturday 11/18/2017	**Regina Belle**	**$13,500**	International Music Network	Jo Long Theatre	Music
Saturday 12/2/2017	**Songs of Freedom**	**$16,000**	Unlimited Myles, Inc.	Jo Long Theatre	Music
Saturday 12/16/2017	**El Corazón del Bolero**	**$1,800**	Jose DeLeon	Little Carver	Theatrical
Fri-Sun 1/12-1/28/2018	**The Eastwood: A Blues Continuum**	**$17,000**	The Renaissance Guild	Little Carver	Theatrical
Friday 2/2/2018	**Billy Ray Sheppard**	**$1,800**	Billy Ray Sheppard	Little Carver	Music
Saturday 2/10/2018	**Straight Outta Philly featuring Philadanco! & Rennie Harris Puremovement**	**$29,000**	PMG Arts Management	Jo Long Theatre	Dance
Friday 2/23/2018	**Blackbird Fly with DBR & Marc Barmuthi Joseph**	**$14,300**	Zozo Artists	Jo Long Theatre	Music
Saturday 3/10/2018	**Gomela/to Return: Movement of Our Mother Tongue**	**$18,720**	Junebug Productions	Jo Long Theatre	Theatrical
Thursday 3/15/2018	**Common Currents Artists Presentations (part of Tricentennial)**	**$8,000**	Carver Development Board	Jo Long Theatre	Multi-Disciplinary
Saturday 3/24/2018	**The Bad Mamajama Mixtape**	**$2,150**	Andre Vocab	Little Carver	Music
Friday 4/13/2018	**Roberto Fonseca**	**$8,000**	International Music Network	Jo Long Theatre	Music
Friday 5/11/2018	**Lil Buck & Mihai Marica: What Moves You**	**$16,600**	Ichua	Jo Long Theatre	Dance
Friday 5/11/2018	**YOSA**	**$500**	Youth Orchestra of San Antonio	Jo Long Theatre	Music
Saturday 5/19/2018	**Henry Brun & the Afro-Caribbean Dream Project**	**$1,800**			Music
Saturday 6/2/2018	**Javier Colon**	**$10,000**	Supreme Entertainment	Jo Long Theatre	Music
	Total	**$196,170**			

STATE OF TEXAS	**) (**	**PERFORMANCE**
	) (	
COUNTY OF BEXAR	**) (**	**CONTRACT**

THIS CONTRACT is entered into by and between the City of San Antonio (hereinafter referred to as "CITY") a Texas Municipal Corporation, acting by and through its Director of the Managing City Department, pursuant to Ordinance No. _____ dated _____, 20__ and _____ (hereinafter referred to as "CONTRACTOR") for the services of _____ (hereinafter referred to as "ARTIST").

WHEREAS, CITY wishes to arrange for CONTRACTOR to furnish the services of ARTIST to perform "_____"(the "Production") at _____ located at _____, (hereinafter referred to as "Theater"); and

WHEREAS, CONTRACTOR wishes to furnish the services of ARTIST to perform the Production at the Theater; NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

I. PERFORMANCE BY CONTRACTOR AND ARTIST

1.1 CONTRACTOR hereby agrees to furnish the services of ARTIST to perform services according to the terms and conditions below:

a. Presenter of Engagement: City of San Antonio
Carver Community Cultural Center
226 N. Hackberry Street
San Antonio, Texas 78202

b. Performance Days, Dates and Time: Date @ Time
Name of Venue:
Venue Address:
San Antonio, Texas

c. CITY contact person and phone: Tracy Alva, Management Analyst
(210) 207-2718

d. Name and description of Group/Production:

e. Number and length of Engagement:

f. Set up and load out specifications: Technical rider must be received by CITY no later than (4) weeks prior to the performance date set forth in section 1.1(b).

II. PERFORMANCE BY CITY

2.1 CITY agrees to provide CONTRACTOR's ARTIST with the following:

a. Theater and stage specifications: A venue that is well heated or cooled as applicable, lighted and clean, with dressing facilities for the ARTIST.

b. Sound equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

c. Lighting equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

d. Other Equipment Requirements: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).

e. Transportation: Ground transportation 1) to and from airport and hotels and 2) to engagement sites.

f. Housing: Accommodations to be made and paid by CONTRACTOR or ARTIST, as applicable.

III. COMPENSATION

3.1 CITY shall pay to CONTRACTOR or ARTIST, as directed by CONTRACTOR, a fixed fee as follows:

a. $_____.00 paid to the name of _____by CITY check to be received on or before _____, 20__, or as soon as feasibly possible.

IV. COPYRIGHT INDEMNIFICATION

4.1 CONTRACTOR agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Carver Community Cultural Center during the term of the CONTRACTOR'S CONTRACT complies with federal copyright law and any other applicable copyright law.

4.2 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY, and its elected officials, officers, directors, volunteers and representatives of the CITY, individually or collectively from and against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses, fees, fines, liability and attorney's fees arising out of infringement of copyright or trademark on any work used in any way in connection with this CONTRACT.**

V. BOX OFFICE

5.1 CITY shall be responsible for all sales of tickets for the performance(s) set forth in Article I of this performance CONTRACT. CITY shall provide complimentary tickets to CONTRACTOR for the performance(s) upon CONTRACTOR'S request, not to exceed ten complimentary tickets.

VI. PROMOTION AND PUBLICITY AND PROGRAMS

6.1 CITY agrees to provide publicity material consisting of printed material and advertising arrangements for any press release or broadcast announcements to be made and such programs necessary for the performance, except that CONTRACTOR shall provide all such materials that it may have in its possession that may be of use to CITY for its publicity campaign and marketing efforts, including but not limited to, a Press Kit. If CONTRACTOR has a videotape promotion, color slide and/or photographs of the performance provided for in this CONTRACT, CONTRACTOR shall submit to CITY such items on or before the execution date of this CONTRACT.

VII. TERMINATION

7.1 Should the CONTRACTOR, or the ARTIST, fail to fulfill, in a timely and proper manner his respective obligations under this CONTRACT or if the CONTRACTOR or ARTIST neglects or fails to perform any of the terms, conditions, covenants or guarantees of this CONTRACT or of any amendment hereto as solely determined by CITY, the CITY shall have the right to terminate this CONTRACT by sending written notice to the CONTRACTOR of such termination and specify the effective date thereof. Prior to such notice of termination, the CITY shall give written notice of the CONTRACTOR or ARTIST's failure or violation and the CONTRACTOR shall have fourteen (14) days from receipt of such notice to remedy such failure or rectify such violation. At the end of the period for remedy, if the CITY remains dissatisfied with the CONTRACTOR's attempt to remedy, the CITY shall give CONTRACTOR ten (10) days written notice of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT and the CITY may withhold funds otherwise due as damages.

7.2 In the event that CITY finds that CONTRACTOR has booked another performance engagement by ARTIST in, or within 100 miles, of the City of San Antonio, Texas within a twelve (12) month period of the ARTIST's scheduled performance date(s) set forth in this CONTRACT, then, at the CITY's option, the CITY have the right to terminate this CONTRACT in accordance with the procedures set forth in Section 7.1. However, CITY shall not be obligated to provide the notice and cure period set forth in Section 7.1 if the date on which the CITY obtains information of the other engagement is less than thirty (30) days from the performance scheduled pursuant to this CONTRACT. If any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice of the CITY's termination pursuant to this section.

VIII. NON-DISCRIMINATION

8.1 Non-Discrimination. As a party to this CONTRACT, CONTRACTOR 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.

IX. AMENDMENT

9.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR and in the case of substantive amendments shall be evidenced by passage of a subsequent CITY ordinance, as to CITY's approval.

X. ASSIGNING INTEREST

10.1 CONTRACTOR shall not transfer or assign any interest in this CONTRACT, nor delegate the performance of any duties hereunder by subcontract or otherwise without the prior written consent of CITY.

XI. INDEMNITY

11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or 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 CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.**

The provisions of this INDEMNIFICATION 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.

CONTRACTOR shall advise the CITY within 24 hours in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT.

11.2 **Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR 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 Agreement. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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.

11.3 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.**

XII. RELATIONSHIP OF THE PARTIES

12.1 CITY and CONTRACTOR mutually agree that CONTRACTOR acts in the capacity of an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

12.2 CITY and CONTRACTOR understand and agree that neither party to this CONTRACT has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XIII. IMPOSSIBILITY OF PERFORMANCE

13.1 Neither the CONTRACTOR nor the CITY shall be liable for any failure to appear or perform in the event that such failure is caused by the physical disability of the ARTIST, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption of travel service, or any other cause beyond the control of the CONTRACTOR or the CITY. The party prevented from performing shall advise the other party immediately of such valid inability to perform. In the event that ARTIST is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds at the time of CONTRACTOR's notification to the CITY of ARTIST's inability to perform. If the CITY is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice from the CITY of CITY's inability to perform.

XIV. INSURANCE

14.1 CONTRACTOR shall be responsible for insuring its employees and sub-contractors for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this CONTRACT, CONTRACTOR will attach a waiver of subrogation in favor of the CITY.

14.2 CONTRACTOR shall be responsible for insuring its own Property, Equipment, Autos and for obtaining its own legal liability coverage. In no event will the CITY be required to maintain any insurance coverages for CONTRACTOR.

XV. CONFLICT OF INTEREST

15.1 CONTRACTOR acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

15.2 Pursuant to section 15.1 of this CONTRACT, CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. CONTRACTOR further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. NOTICES

16.1 For purposes of this CONTRACT, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

Carver Community Cultural Center
ATTN: Management Analyst
226 N. Hackberry St.
San Antonio, Texas 78202

and

City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR

XVII. SEVERABILITY

17.1 In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XVIII. CAPTIONS

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

XIX. JURISDICTION

19.1 THIS CONTRACT IS PERFORMABLE IN BEXAR COUNTY, TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue for all causes of action under this CONTRACT shall be the federal and state courts located in Bexar County, Texas.

XX. LAWS

20.1 CONTRACTOR understands and agrees to abide by and adhere to all applicable federal and state laws, rules and regulations and City of San Antonio ordinances.

XXI. SPECIAL PROVISIONS

21.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

21.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY'S option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Section 21.1 of this CONTRACT.

21.3 CONTRACTOR, at the CITY'S option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

21.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXII. ENTIRE AGREEMENT

22.1 This CONTRACT is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this CONTRACT, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this CONTRACT shall be binding upon the parties.

XXIII. GENDER

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

XXIV. AUTHORITY

24.1 The signers of this CONTRACT, by placing their signature below, represent and warrant that they have full authority to execute this CONTRACT on behalf of the respective party each represents.

IN WITNESS WHEREOF, we have affixed our signatures hereto and this CONTRACT shall be effective October 1, 2017.

CITY OF SAN ANTONIO **CONTRACTOR**

_____ _____

Yonnie M. Blanchette By:
Executive Director

_____ _____

Date Date

*****Note: Payment cannot be processed without a tax ID number.

APPROVED AS TO FORM: _____

CITY ATTORNEY

CITY OF SAN ANTONIO
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF
CARVER COMMUNITY CULTURAL CENTER
2017-2018

NO. 00000_ _
FILE #

This License Agreement ("LICENSE"), dated this _____ day of _____, _____, is made and entered into by and between the City of San Antonio ("CITY") a municipal corporation of the State of Texas, acting by and through its Director of the Convention & Sports Facilities Department or designee ("DIRECTOR") and _____ ("LICENSEE"), for the following express purposes and conditions, all of which the LICENSEE hereby covenants and agrees with CITY to keep and perform.

WITNESSETH:

WHEREAS, CITY is the owner and operator of a building located at 226 N. Hackberry and a building located at 226 N. Hackberry, building number 6 known as the Little Carver Civic Center (both buildings are collectively known as the "Carver Community Cultural Center"); and

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use a specified area of the Carver Community Cultural Center for presentation of the Event, as defined below, and all related activities;

NOW THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

I. DEFINITIONS

1.1 Carver means the two buildings collectively known as Carver Community Cultural Center, in San Antonio, Texas, which are located at 226 N. Hackberry and building number 6 located at 226 N. Hackberry (the Little Carver Civic Center).

1.2 CITY means the City of San Antonio, a Texas municipal corporation.

1.3 DIRECTOR means the Director of the Department of Convention & Sports Facilities.

1.4 Egress means the exit of the Carver of people attending the Event or the moving out of the Event.

1.5 Event means the _____ and its related activities as specified herein and in any attachments hereto.

1.6 Ingress means the entry of attendees or the moving in of the Event.

II. SCOPE

2.1 The Event shall be the _____ and shall include all the related activities defined herein and in any attachments hereto. LICENSEE understands that the Event shall include only the activities outlined and that LICENSEE must receive the prior written approval of the DIRECTOR, or his or her designee to make any changes to the Event activities. If changes are made to the Event activities without prior approval of the DIRECTOR, the CITY, at its option, shall have the right to terminate this LICENSE and the LICENSEE shall forfeit, as liquidated damages, the security deposit required by Section 4.4.

III. TERM

3.1 That CITY, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by LICENSEE, does hereby agree to furnish certain space located at the _____, City of San Antonio, Bexar County, Texas, ("LICENSED PREMISES") and LICENSEE agrees as consideration hereof and as payment for the right herein granted to use the LICENSED PREMISES to pay CITY the sums set forth in Section 4.1.

3.2 The Term shall commence on _____ (the "Commencement Date") no sooner than _____ ___.m. and end on _____ (the "Termination Date") no later than _____ __.m.. The Term shall be the entire period of LICENSEE'S use and shall include the Event Day or Days and the days for Ingress and Egress. The Days of the Events are _____.

IV. PAYMENT

4.1 In consideration for the license to use the LICENSED PREMISES as provided for in this LICENSE Agreement, LICENSEE shall pay CITY the fees set forth below.

License Fee (Rent):	$	_____
Box Office fee:	$	_____
Technical fees:	$	_____
Equipment Rental:	$	_____
Clean up:	$	_____
Security Deposit:	$	200.00
Additional Services:	$	_____
(per Section 5.2)		
Other:	$	_____
Total:	$	_____

4.2 LICENSEE agrees to pay the total amount provided in Section 4.1 above at the time this LICENSE is executed and submitted to CITY, but by no later than 10 business days of the Commencement Date. Any fees due in connection with costs that are unforeseen at the time the LICENSE is submitted, or owed pursuant to any provision herein, including any balance owed by LICENSEE, are due to the CITY on the final day of the Event. Interest at the highest rate allowed by Texas Law will be assessed against any unpaid balance after 30 days from the due date.

4.3 The fees above are based on rates approved by CITY Ordinance #_____.

4.4 LICENSEE agrees that LICENSEE's security deposit shall be credited towards the final balance owed by the LICENSEE to the CITY. Said security deposit or portion thereof will only be refunded (unless otherwise forfeited under Section 2.1) (i) in the event that funds are available after crediting the security deposit toward the balance of unpaid rent, fees or the cost of damages caused by LICENSEE and owed by LICENSEE to the CITY, or (ii) in the event that this LICENSE terminates pursuant to Section 11.2.

V. PERSONNEL AND SERVICES

5.1 LICENSEE shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the Carver including, but not limited to ticket takers, ushers, registration personnel, paramedics, spotlight operators, sound system technicians, electricians, sale of concessions (if concession rights are granted by CITY to LICENSEE) and any other personnel necessary for the handling of freight, decorations, scenery, or other property of LICENSEE. LICENSEE agrees that each person employed by LICENSEE to provide services in the Carver will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. LICENSEE agrees to replace any such employee failing to do so upon notice by DIRECTOR.

5.2 Should LICENSEE require additional services, accommodations or materials (collectively referred to as "Additional Services") other than those ordinarily provided for the LICENSED PREMISES, which the DIRECTOR or his/her designee agrees could be provided by CITY, such as special set-ups or special labor requests, and LICENSEE desires CITY to provide those services, LICENSEE shall make a written request for said services no later than 60 days prior to the Commencement Date. LICENSEE agrees to pay any and all sums which may be due CITY for said Additional Services in accordance with the terms of this LICENSE.

5.3 SECURITY PERSONNEL. As a condition of the granting of this LICENSE, LICENSEE agrees to pay for the provision of adequate security that may be necessary during the Term. LICENSEE shall make security arrangements with security personnel who have obtained a minimum Basic Peace Officer Certificate from the Texas Commission on Law Enforcement (TCOLE). CITY, in its sole and absolute discretion, shall determine the number of security personnel that may be necessary for LICENSEE's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

VI. INSURANCE REQUIREMENTS

6.1 Prior to the commencement of any work under this LICENSE, LICENSEE shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio, Attn: Booking and Services Coordinator, Carver Community Cultural Center, which shall be clearly labeled "*insert name of project/contract*" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this LICENSE until such certificate and endorsements have been received and approved by the City's Department of Convention & Sports Facilities. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

6.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this LICENSE 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 LICENSE. In no instance will City allow modification whereupon City may incur increased risk.

6.3 A LICENSEE's financial integrity is of interest to the City; therefore, subject to LICENSEE's right to maintain reasonable deductibles in such amounts as are approved by the City, LICENSEE shall obtain and maintain in full force and effect for the duration of this LICENSE, and any extension hereof, at LICENSEE's sole expense, insurance coverage written on an occurrence basis, 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 below:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

2. Liquor Liability*	$1,000,000 per occurrence
* if alcohol is sold on premises	

6.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). LICENSEE 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. LICENSEE shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Carver Community Cultural Center
ATTN: Booking and Services Coordinator
226 North Hackberry
San Antonio, TX 78202-2853

6.5 LICENSEE 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 an additional insured 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

6.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend LICENSEE'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 LICENSE.

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

6.8 Nothing herein contained shall be construed as limiting in any way the extent to which LICENSEE may be held responsible for payments of damages to persons or property resulting from LICENSEE's or its subcontractors' performance of the work covered under this LICENSE.

6.9 It is agreed that LICENSEE'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 LICENSE.

6.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this LICENSE.

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

VII. INDEMNITY

7.1 **LICENSEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION**:

LICENSEE 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 LICENSEE'S activities under this LICENSE, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this LICENSE. 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 LICENSEE 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.

The provisions of this INDEMNIFICATION 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.

LICENSEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE'S activities under this LICENSE.

7.2 **Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE 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 Agreement. If LICENSEE fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE 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.**

7.3 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, 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 LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.**

VIII. COPYRIGHT INDEMNIFICATION

8.1 **LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended,) AND ANY REGULATIONS ISSUED THEREAFTER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN LICENSEE'S PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.**

IX. LICENSEE PROPERTY

9.1 REMOVAL OF INSTALLATIONS. In the event platform, stagings or other structures are erected by LICENSEE or any of the exhibitors in any portion of the LICENSED PREMISES, the expense of such erection and removal shall be paid for by LICENSEE. and shall be subject to the terms and conditions of Section 9.2.

9.2 PROPERTY OF LICENSEE. All property of LICENSEE shall be removed from the LICENSED PREMISES prior to or upon expiration of the Term hereof. In the event that the property is not removed by the expiration of the Term, CITY is hereby authorized to remove all personal property of any and all kinds and description which may then be situated at the LICENSED PREMISES and to store, or dispose of, the same at the expense of LICENSEE. CITY shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. CITY is hereby expressly released from any and all claims for any damages of whatever kind or nature.

9.3 LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY for any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a court of law. LICENSEE understands and agrees that the security that CITY engages is for the sole purpose of maintaining peace and order at the Carver and that said security is not responsible for protecting LICENSEE from theft or loss of its property or the property of its employees and/or its exhibitors. Therfore, if the LICENSEE wishes to protect its personal property and finds it necessary, LICENSEE may arrange for added security during the term of this LICENSE to protect property brought onto the grounds of the LICENSED PREMISES by LICENSEE, its employees, and/or its purveyors.

X. CITY PROPERTY; DAMAGES AND RESTRICTIONS

10.1 CONTROL OF BUILDING. In furnishing the LICENSED PREMISES, CITY reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises. CITY likewise reserves the right, through its DIRECTOR, his or her designee, CITY'S Police Officers or any other security personnel hired for that purpose, to eject any objectionable persons from the Carver, and upon the exercise of this authority, LICENSEE hereby waives any right and all claims for damages against CITY, or any of its agents, officials, or employees.

10.2 LICENSEE is responsible for the proper storage, collection and prompt return of CITY loaned devices to the CITY at the end of the Event and will be charged for any damage, loss or theft of devices, systems or associated equipment.

10.3 ALTERATIONS AND DAMAGES. LICENSEE will not cause or permit any nails or any other things to be driven into any portion of the Carver, nor cause or permit any

changes, alterations, repairs, painting or staining of any part of the LICENSED PREMISES or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the Carver or the furnishings thereof. Tape or other adhesive materials may not be applied to walls or other surfaces of the LICENSED PREMISES without the prior approval of DIRECTOR or his/her designee. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited along with decorations or items that create a substantial risk of damage or excessive litter. If the LICENSED PREMISES, or any portion of said building, during the term of this LICENSE shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agent, employees, patrons, guests, or any person admitted to the LICENSED PREMISES by LICENSEE, LICENSEE will pay CITY, upon demand, such sum as shall be necessary to restore the LICENSED PREMISES to its present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the LICENSED PREMISES, or to any portion of said building with the consent of LICENSEE'S employees or any person acting for or on behalf of LICENSEE. DIRECTOR or his/her designee, in his or her sole discretion shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of LICENSE, LICENSEE is to be held responsible.

10.4 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the LICENSED PREMISES herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof be deemed by DIRECTOR to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said DIRECTOR shall have the right to demand of LICENSEE that LICENSEE immediately, upon receipt of such notice, make appropriate modifications.

10.5 RESERVED RIGHTS RELATED TO CONCESSIONS AND NOVELTIES. CITY reserves the sole and exclusive right to sell or serve on, in or about the LICENSED PREMISES any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or CITY may grant all concession rights to any party or parties designated by CITY, and NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY LICENSEE WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. FURTHER, LICENSEE WILL NOT ALLOW ANY ATTENDEE TO BRING INTO THE LICENSED PREMISES ANY FOOD OR BEVERAGE.

10.6 TICKETS. The CITY has a contractual obligation to utilize Tickemaster for the sale of tickets related to Events at the Carver. If tickets are sold for the Event, then LICENSEE shall use Ticketmaster for such arrangements. LICENSEE shall not sell tickets through another professional agency, person or over the internet.

10.7 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity for the LICENSED PREMISES or the Carver as determined by the City's Fire Marshall.

10.8 AISLES AND ALL ACCESS CLEAR. LICENSEE will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of the Carver shall be obstructed by LICENSEE or used for any purpose other than for Ingress and Egress to and from the LICENSED PREMISES.

XI. CANCELLATION BY CITY; IMPOSSIBILITY OF PEFORMANCE

11.1 Violation by LICENSEE of any covenant, agreement or condition contained herein shall be cause for termination hereof by CITY. In such a case, LICENSEE shall, upon written notice from CITY, have ten days or until the Term of this LICENSE commences, whichever is less, to cure the violation or this LICENSE may be terminated by CITY. If the violation occurs during the term of this LICENSE, LICENSEE must cure the violation immediately or this LICENSE may be terminated by CITY. Should this LICENSE be terminated by CITY pursuant to this Section, LICENSEE forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, CITY may likewise terminate this LICENSE if LICENSEE should, prior to the date of occupancy thereunder, violate any covenant, agreement, or condition in any other agreement which the LICENSEE might have for use of the Carver or should a court having jurisdiction over LICENSEE take its assets pursuant to proceedings under the provisions of any federal or state reorganization code or act. Written notice of such cancellation will be given to LICENSEE by DIRECTOR or his/her designee. LICENSEE waives any and all claims for damages against CITY resulting from such cancellation.

11.2 IMPOSSIBILITY OF PERFORMANCE. If the (a) Carver or any portion thereof should be destroyed or damaged by fire or other calamity so as to prevent the use of the LICENSED PREMISES for the purposes and during the periods specified in this LICENSE, or (b) if the use of the LICENSED PREMISES by LICENSEE shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of CITY, then this LICENSE shall terminate. CITY shall not be liable or responsible to LICENSEE for any damages caused thereby and LICENSEE hereby waives any claim against CITY for damages by reason of such termination, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by CITY to LICENSEE.

XII. MISCELLANEOUS

12.1 LICENSEE'S REPRESENTATIVE. A representative of LICENSEE approved by Director or his or her designee shall remain on the LICENSED PREMISES during the term hereof and until performers and the public have left the premises.

12.2 RELEASE OF SPACE. Should LICENSEE release all or any portion of the LICENSED PREMISES described herein, LICENSEE will forfeit all payment made on the released space, unless the released space is re-booked to another party. LICENSEE understands that CITY is under no obligation to re-book the LICENSED PREMISES for the account of LICENSEE.

12.3 RELOCATION. CITY reserves the right to relocate LICENSEE to an alternate space within the Carver which is suitable for the use of LICENSEE should such relocation become necessary. In the event of such relocation, this LICENSE shall continue in full force and effect with the new location substituted for the old location. CITY shall use its best efforts to avoid any unnecessary inconvenience to LICENSEE.

12.4 COMPLIANCE WITH LAW. LICENSEE shall not do, nor suffer to be done, anything on the LICENSED PREMISES, during the term of this LICENSE, in violation of the laws of the United States, the State of Texas, or any of the ordinances of CITY applicable to persons operating a temporary or transient business for selling and delivering goods, wares or merchandise in CITY, and issued through the office of the City Treasurer. Further, LICENSEE shall obey all rules and regulations of CITY for the government and management of the Carver, together with all rules and requirements of the police and fire departments of CITY, including but not limited to the Facilities Use Policies and Fees for the Carver which are attached hereto and incorporated herein for all purposes as Exhibit I. LICENSEE agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said LICENSEE is called to such violations, LICENSEE will immediately desist from and correct such violations.

12.5 TAX. If actual sales are made on the LICENSED PREMISES, LICENSEE must inform each seller of the applicable sales tax. This rate is subject to change and LICENSEE must check with the Local State Comptroller's Office (1(800) 252-8880) prior to the term of this LICENSE to ascertain the current rate. Additionally, LICENSEE is responsible for ensuring that each seller possesses a sales permit number prior to the start of the term of this LICENSE.

12.6 VENUE. This LICENSE will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Bexar County, Texas. This LICENSE is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

12.7 ATTORNEY'S FEES. If CITY is required to file suit to collect any amount owed it under this LICENSE for LICENSEE'S use of the LICENSED PREMISES, CITY shall be entitled to collect reasonable attorney's fees.

12.8 NON-DISCRIMINATION. LICENSEE 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.

12.9 CITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the LICENSED PREMISES. LICENSEE agrees to hold CITY harmless for dispensing of said articles not claimed within 24 hours after the end of the Event.

12.10 NON-WAIVER. No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

12.11 SEVERABILITY. In case any one or more of the provisions contained in this LICENSE shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this LICENSE shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.12 NOTICES. Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City, c/o Carver Community Cultural Center, 226 N. Hackberry, San Antonio, TX 78202-2853.

12.13 HEADINGS. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this LICENSE.

12.14 PERSONAL LICENSE. This LICENSE is personal to LICENSEE. It is nonassignable and any attempt to assign this LICENSE will terminate all rights and privileges herein granted.

12.15 ENTIRE AGREEMENT. This LICENSE contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this LICENSE, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in The Carver Community Cultural Center Facilities Use Policies and Fees, which are attached hereto and incorporated herein as Attachment I for all purposes.

12.16 RECYCLING. The CITY encourages recycling and promotes a program towards that effort. LICENSEE is therefore encouraged to utilize the CITY's recycling services and receptacles to recycle office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets.

12.17 AUTHORITY. The signer of this LICENSE for LICENSEE hereby represents that he or she has full authority to execute this LICENSE on behalf of LICENSEE.

CITY OF SAN ANTONIO
BY: _____
Director, _____
Or Designee

LICENSEE
BY: _____

Authorized Agent

Address:
_____
_____
_____

EXECUTED THIS DAY: _____

EXECUTED THIS DAY: _____

Attachment I – Facilities Use Policies and Fees

CARVER COMMUNITY CULTURAL CENTER

FEE TABLE - FY 2017-2018

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
LICENSE (IN ACCORDANCE WITH BUSINESS CLASSIFICATIONS BELOW)			
Class I - Non-Profit Organization (*Non-Profit Organization* is defined as an organization that is not intending to make a financial or monetary gain from the use of capital in a transaction or series of transactions. Examples: Includes IRS 501(c) 3 organization, Social, Civic, Neighborhood Association, government or Church sponsored events.)	Jo Long - $200 for the 1st 4 hrs., $100 for subsequent 4 hrs. Little Carver - $100 for the 1st 4 hrs., $50 for subsequent 4 hrs.		
Class II - Non-Profit Organization that is charging for admission, collecting donations, or conducting other fundraising as part of the event.	Jo Long - $350 for the 1st 4 hrs., $200 for subsequent 4 hrs. Little Carver $200 for the 1st 4 hrs., $100 for subsequent 4 hrs.		
Class III - For Profit Organization or Individual (*For Profit)* Organization is defined as benefiting, advancing, making a financial or monetary gain from the use of capital in a transaction or series of transaction)	Jo Long - $350 for the 1st 4 hrs., $200 for subsequent 4 hrs. Little Carver-$200 for the 1st 4 hrs., $100 for subsequent 4 hrs.		
Class IV - City of San Antonio Depts. Sponsored Events Mon. through Fri. – 7:45 a.m. to 4:30 p.m. excluding Holidays (Requires the signature of the Director of the Convention Sports Facilities Department.)	No Charge		
LICENSE FEE FOR HOLDOVER OR LATE BOOKING			
Fee for events beyond 12:00 midnight (must be approved by the Director of the Convention Sports Facilities Department or Carver representative.)	$50 per half hour		
Fee for events vacating venue after their contract agreement time frame (1-60 minutes and every hour thereafter)	$100		
REHEARSAL			
1st rehearsal day Mon – Fri during the hours of 7:45 a.m. to 4:30 p.m. (Limited to 4 hours)	No rental charge- limited to 1-4hour block of the contractual period; tech fees apply		
After 4:30 p.m. Mon – Fri or anytime on a weekend day	$100 per 4 hour period- limited to 1-4hour block of the contractual period; tech fees apply		

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
Additional rehearsals	License rates will apply for any additional rehearsal dates.		
SECURITY DEPOSIT			
For use of the Jo Long Theatre or the Little Carver Civic Center	$200		
BOX OFFICE			
Fee for staffing the Box Office	$50 per performance		
SECURITY PERSONNEL			
Required – Number of security personnel determined by Carver staff	Will vary Fees Payable to Security Officers Security must arrive 1 hr. prior to event; remain at event & depart 1 hr. after event		
TECHNICAL FEES (All technical fees are subject to change in accordance with the International Alliance Theatrical Stage Employee regulations.)			
Weekday (Monday – Friday, 8:00 a.m. to 500 p.m.)	Technicians - $20 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekends and Holidays	$26 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekends, Holidays and Weekdays after 5:00 p.m.	After 5:00 p.m. on the same day and up to 12 hrs. - $26 per hr. Over 12 hrs. on the same day - $35 per hr. Between the hrs. of midnight and 7 a.m. - $35 per hr.		
EQUIPMENT (NON-TECHNICAL)			
Marley Dance Floor	$60 per day – off premises rental $60 per Event – use at Carver		
Drum Kit	$100 per day		
Risers	$10 each per day		
Piano (9 ft. K. Kawai) (available only at the Jo Long Theatre)	$100 per day; tuning costs not included		
Upright piano	$75 per day; tuning costs not included		
Tables (8 ft. long, 6 ft. long, 8 ft. round)	$0 - up to 3 tables; $10 each – exceeding 3		

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
LCD Projector	$125 per event - large –Jo Long Theatre $50 per event – small – Little Carver		
Microphones	$10 each per event / rehearsal		
Follow Spot (does not include spot light operator)	$50 each per day		

CUSTODIAL / CLEAN UP			
Jo Long Theatre	$150.00 – dressing rooms $100.00 – no dressing rooms		
Little Carver Civic Center	$100.00 – dressing rooms $50.00 – no dressing rooms		
If Licensee serves food / concessions	Additional $100.00		
INSURANCE			
Tenant User Liability Insurance	Required by contract; obtain coverage at www.ebi-ins.com/e/tulip/ ID Code:3848-011		
			TOTAL FEE $ _____

APPROVED:

_____

LICENSEE'S SIGNATURE DATE

CARVER COMMUNITY CULTURAL CENTER
FACILITIES USE POLICIES AND FEES
2017 - 2018

For purposes of these Facilities Use Policies and Fees, the terms "Carver Community Cultural Center" and "Carver" mean one or both of the buildings located at 226 N, Hackberry and a building located at 226 N. Hackberry, Building No. 6, known as the Little Carver Civic Center.

I. GENERAL

1. The Director of the Managing City Department or his/her representative shall have the option to refuse to enter into a License with anyone who, under prior license agreements, had not fulfilled the terms and provisions of such agreements or with anyone for a production that is inconsistent with or counter to the mission of the Carver. The mission statement is to "celebrate the diverse cultures of our world, nation and community, with emphasis on its African American heritage, by providing challenging artistic presentations, community outreach activities and educational programs." The determination as to whether an activity is consistent with the mission of the Carver is at the sole discretion of the City.

2. An individual or organization that rents the Carver ("Licensee") shall comply with all City of San Antonio Ordinances and all other local, state, and federal laws.

3. Smoking is prohibited in all Carver facilities.

4. The Carver Facilities Use Policies is subject to change with the approval of the Director of the Convention & Sports Facilities (CSF).

5. The Director of CSF or his or her designee may establish fees and charges for production rentals and services not specifically covered in this document when it is determined to be in the best interest of the City.

6. The Director of CSF or designee may lower or waive fees and charges for production rentals when it is determined to be in the best interest of the community.

7. Licensee agrees the presence of Carver staff is mandatory at all times, including, but not limited to, move-ins and move-outs, rehearsals, technical set ups, rigging and the operations of in-house equipment, under the terms of the Short Term License Agreement ("License") and these policies.

_____ INITIAL

II. RESERVATIONS and BOOKING

1. The Carver is available for rent daily beginning at 7:45 a.m. and ending 12:00 midnight when space is not being used for Carver Center programming and/or City-sponsored programs. "Building Open" is the contracted time the facility opens for licensee to arrive. Venue set-up will begin at the "building open" contracted time. The Carver's Booking Services Coordinator is responsible for all reservations and contracting of events. Reservations must be made through the Carver at 226 North Hackberry, or by calling 207-7211 Monday through Friday, during regular office hours (7:45 a.m. to 4:30 p.m.), excluding holidays.

2. Reservations are taken on a first-come, first-served basis, provided an application form has been filed with the Booking Services Coordinator. However, priority consideration will be given to activities most consistent with the mission statement of the Carver.

3. The Carver will hold a reservation / booking for up to five (5) business days (the "hold period"). All reservations / bookings will be considered "Tentative" until the individual or organization submits an executed License (i.e., the Short Term License Agreement), a copy of Licensee's Certificate of Insurance and any other permits or licenses (e.g., food, beverage, alcohol) and pays applicable fees to the Booking and Services Coordinator. Upon submission of all necessary documents and associated fees, the booking will be considered "Confirmed." If, within the five (5) day hold period, another individual or organization submits all necessary documents and associated fees during those five (5) days for the date being held, the hold will terminate. Payment must be paid in full 30 days prior to event.

4. Additionally, individuals and organizations that wish to book the Carver for events or activities (hereinafter collectively referred to as an "Activity" and "Activities," as applicable) shall be subject to the Tier System rules as set forth below.

    a. A proposed Activity shall be classified as a Tier 1* or Tier 2** Activity for the purposes of determining the length of a single booking and the number of bookings that may be made in a six month period.*** The classification of a proposed Activity as either Tier 1 or Tier 2 shall be within the sole discretion of the Carver's Booking and Services Coordinator. The Carver reserves the right to re-classify an Activity following commencement or completion of the Activity if it is later determined that the purpose of the Activity was other than that which was contemplated or represented at the time of the booking.

    b. An individual or organization shall book one or more Tier 1 Activities in accordance with the following rules:
        i. A single booking may not exceed fourteen (14) consecutive days.
        ii. The total number of days booked by an individual or organization shall not exceed twenty-eight (28) days per six month period.***

    c. An individual or organization shall book one or more Tier 2 Activities in accordance with the following rules:
        i. A single booking may not exceed six (6) consecutive days.
        ii. The total number of days booked by an individual or organization shall not exceed six (6) days per six-month period.***

    * Tier 1 Activities: "Tier 1 Activities" are defined as those Activities that are most consistent with the Carver's mission as set forth herein. They include, but are not limited to: (i) artistic performances, such as dance, vocal, musical presentations and visual arts; (ii) art instruction; (iii) recitals; (iv) talent shows; and (v) theatrical performances.

    ** Tier 2 Activities: "Tier 2 Activities" are defined as all Activities *other* than those that may be classified as Tier 1 Activities. They include, but are not limited to: (i) dinners; (ii) award ceremonies; (iii) lectures; (iv) trainings; (v) meetings; (vi) fundraisers; and (vii) other community activities.

*** A six-month period is that period beginning on October 1st and ending on March 31st or that six-month period beginning on April 1st and ending on September 30th during the City of San Antonio's Fiscal Year.

5. If Licensee cancels an Event date within one week of the Event, the City will consider Licensee's request for an alternate date; however, the City reserves the right to deny Licensee's request based upon the availability of the specific Carver venue, the necessary equipment and Carver staff. If the parties are unable to agree upon an alternate date, Licensee shall forfeit any pre-paid rental fees.

7. No changes will be made to the Short Term License Agreement within 10 business days of the event commencement date; a $50 fee will be assessed for last minute scheduling changes to event date. Should licensee elect to cancel an event within ten (10) business days, licensee automatically forfeits refund deposit of $200.

8. Helium balloons, confetti and/ or glitter are not permitted in the Carver facilities. Strollers will remain in designated areas during all performances. The Carver will comply with ADA guidelines and standards.

_____ INITIAL

III. LICENSE FEES AND SECURITY DEPOSIT

1. The license fee is a fee for the use of the Carver. The license fee is non-refundable. Licensee agrees to pay the daily license rates as applicable to its respective **BUSINESS CLASSIFICATION** for use of space at the Carver. See "License" fees category in attached Fee Table for specific fees.

2. The license fee and all other fees associated with Licensee's use of the Carver are due upon execution and submission of the Short Term License Agreement to the City, but by no later than 10 business days of the event commencement date set forth in the license agreement. Any fees due in connection with costs that are unforeseen at the time the license agreement is submitted, or owed pursuant to any provision herein, including any balance owed by Licensee, are due to the City on the first day of Licensee's Event, payable by cash, money order, cashier's check, credit card payments are also available; service fees apply.

3. License fees do not include the cost of special requirements such as lighting, security, sound, ushers, ticket takers, box office, stagehands, spotlight operators, permit fees, etc. See "Technician Fees" category in attached Fee Table for specific fees.

4. Rehearsals must be scheduled in advance with the Booking and Services Coordinator. Licensee will receive one (1) free rehearsal day Mon. – Fri. during the hours of 7:45 a.m. to 4:30 p.m. (limited to one 1 four (4) hour block of time that cannot be separated or applied to other days). After 4:30 p.m. Mon. – Fri. or anytime on a weekend day, one rehearsal will be charged at a rate of $150 per 4 hour period. License rates will apply for any additional rehearsal dates. If Licensee requires a technician for rehearsal days, Licensee agrees to pay Technician Fees.

5. A fee of $150 will be charged for exceeding the rental time indicated in the Short Term License Agreement to include load-in and load-out of all materials associated with the event.

Should exceeded time occur at the time of event, licensee is liable to provide security (by extending contracted services of security personnel). In the event security personnel are unable to remain past contracted time, Carver staff may contact Off Duty Services; client will be responsible to pay for such services.

6. A standard $200 security deposit is required for the Jo Long Theatre and the Little Carver Civic Center for each use. This deposit is designed to protect both facilities in the event there is any damage to the equipment and/or facility. This deposit will be returned to the Licensee under certain circumstances as described in the License.

_____ INITIAL

IV. TICKETS AND FUNDRAISING

1. The CITY has a contractual obligation to utilize Ticketmaster for the sale of tickets related to Events at the Carver. If tickets are sold for the Event, then Licensee shall use Ticketmaster for such arrangements. Licensee shall not sell tickets through another professional agency, person or over the internet. Licensee may sell tickets on the day of the event at the Carver. Tickets cannot be sold in excess of posted seating capacity (650 for Jo Long Theatre and 150 for the Little Carver). In no instance shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by the City's Fire Marshall. Licensee agrees to pay any fee that might be assessed by the Fire Department as a result of violating this provision.

2. Licensee is responsible for the charge of an additional $1 theatre preservation fee on every ticket sold**,** admission paid or donation given to an Event.

3. In order for Carver staff to sell tickets on behalf of Licensee days prior or on the day of the performance, a box office fee of $50 for each performance is required.

4. Licensee is required to provide at least two (2) of its own ushers to monitor admittance. Licensee is encouraged to use reserved seating when tickets are sold to the public.

5. If Licensee plans to approach local businesses, corporations or foundations to obtain support for its event, Licensee agrees to comply with the following guidelines in connection with advertising, ticket selling and fundraising:

   • Clearly state that Licensee is holding a <u>community event</u> at the Carver.
   • State that this event is <u>not</u> part of the Carver's regular season and is <u>not</u> sponsored by the Carver, Carver Development Board or the City of San Antonio.
   • Specify that support for the event will underwrite Licensee's production, not the Carver.
   • Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following disclaimer: "***This production is not a presentation of the Carver Community Cultural Center or the Carver Development Board."***
   • Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following notice: "***Tickets are available through Ticketmaster, Ticketmaster.com, the Alamodome and at the Carver Community Cultural Center Box Office.***"

6. Licensee agrees that the City may terminate the License and cancel Licensee's Event if Licensee fails to comply with the guidelines related advertising, ticket selling and fundraising.

_____ **INITIAL**

V. USE OF FOOD AND CONCESSIONS

1. The City _____will / _____ will not provide concessions. _____ **INITIAL**

2. Licensee _____is / _____ is not authorized to provide food or beverages available to the public. _____ **INITIAL**

3. If Licensee is providing food or beverages to the public, Licensee agrees to secure a temporary food permit by calling the City's Food Sanitation Division at 207-8853 at least one week prior to event date. If Licensee is providing alcoholic beverages to the public, Licensee agrees to secure a license from the Texas Alcoholic Beverage Commission (TABC) at least one week prior to event date. Licensee agrees to provide a copy of said permit or license to the Booking and Services Coordinator at least one week prior to the event. Licensee agrees to utilize only sellers/server who are certified by the TABC. The City reserves the right to prohibit the provision of food, non-alcoholic or alcoholic beverages if Licensee fails to provide evidence that Licensee has secured the necessary permit or license to the City prior to the event.

4. If Licensee provides food or beverages, Licensee agrees to provide its own ushers to monitor use of food or beverages in the theatre and agrees only to set up food service in the lobby or approved areas of theatre. Popcorn is not allowed in the Carver facilities.

5. The Licensee agrees to rent the number of tables necessary for concessions or other use at a fee of $10.00 per table per event. Licensee must provide coverings for all tables used. See "Equipment" fees category in attached Fee Table for specific fees.

6. Licensee will be assessed an additional cleaning fee when Licensee provides food in the building. See "Custodial / Cleanup" fees category in attached Fee Table for specific fees. Notwithstanding the assessment of custodial / cleanup fees, Licensee agrees to remove trash, including, but not limited to, disposable paper products and food from the premises, lawn and adjacent areas, including neighbor's yards before leaving the Carver and parking lot.

_____ **INITIAL**

VI. SECURITY AND ADULT SUPERVISION

1. In accordance with Section 5.3 of the Short Term License Agreement, the City requires that adequate security be present as required per Licensee's Event. Licensee shall make security arrangements and pay for the provision of adequate security that may be necessary during the Term. Security payments should not be made payable to the City of San Antonio or the Carver Community Cultural Center. All payments must be made directly to the security company hired to work the event. The City shall determine, within its sole and absolute discretion, the number of security personnel that may be necessary for Licensee's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

2. Security personnel detail consists of general event security and traffic control. In the event security personnel are not present one (1) hour prior to start of event, Carver staff may contact Off-Duty Police Services 210-207-7020; client will be responsible to pay for such services.

3. Licensee agrees to provide adequate adult supervision for all activities involving minors. Adequate adult supervision is defined as a ratio of at least one adult for every 25 minors.

_____ **INITIAL**

4. Please note that on January 1, 2016 new legislation in the State of Texas allowing for the open carry of handguns on public property by licensed handgun owners became effective. The Carver Community Cultural Center is a public facility and the City of San Antonio complies with State law. To discuss security options regarding your licensed space, contact our booking or event management staff. _____**INITIAL**

VII. STORAGE OF PROPERTY

1. Equipment and accessories owned by the Licensee may be kept at the Carver from the time that Licensee loads it in (i.e., time of Ingress) to the expiration of the Term. The City of San Antonio is not liable and the Licensee releases the City from liability for theft, loss or destruction associated with such items.
2. Licensee's property left at the Carver beyond the expiration of the term of the License will be disposed of in accordance with the terms of the License unless special arrangements are made with Carver management for temporary storage pending pick up.

_____**INITIAL**

VIII. INSURANCE

Licensee agrees that within thirty (30) days prior to the event, Licensee will provide evidence of General Commercial Liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate. If using an existing Commercial General Liability policy, the certificate must list City of San Antonio as the certificate holder, and the City must be named as an additional insured, by endorsement. Coverage may also be obtained online by using the City's Tenant/User Liability Insurance Program (TULIP) to purchase the required coverage www.ebi-ins/e/tulip, and used I.D. Venue code 3848-011. Other online sources are www.theeventhelper.com & www.wedsafe.com. Licensee must provide copies of the insurance certificate and endorsement to their facility contact. All insurance policies shall be reviewed (and approved) by the City of San Antonio Risk Management Office.

_____ **INITIAL**

IX. TECHNICIAN FEES

1. Licensee's use of technical equipment is subject to availability. Technical equipment shall be operated by Carver staff and includes light control board, follow spots, sound control and effects boards, the fly systems, moving curtains and replay system equipment. Licensee agrees to pay a maintenance fee of $10 for the use of microphones and $50 per follow spot utilized per event/day.

2. Licensee agrees to pay for the services of technicians in accordance with the "Technician Fees" category in the attached Fee Table which includes labor required to set-up, operate and strike depending on the number of technicians needed and the time during which they are needed.

3. Licensee is responsible for arranging the services of a Carver technician (1) during working hours, nights, weekends, and holidays by contacting the Carver staff at (210) 207-2250. Depending on requirements of licensee's event, licensee may be subject to contracting additional tech services and may need the assistance of union support through the International Alliance Theatrical Stage Employees, (IATSA). Fees are paid directly to the union.

_____ INITIAL

X. EQUIPMENT

1. Licensee may request the use of available (non-technical) equipment for its Event upon payment of applicable fees. See "Equipment" fee category in attached Fee Table for specific fees. The Carver staff shall demonstrate that the equipment is operable before releasing to Licensee and will require LICENSEE to demonstrate that it is operable after Licensee's use. Licensee shall comply with the policy and checkout procedures regarding use of any especially sensitive or exceptional items of equipment as set by Carver personnel.

2. Licensee agrees that equipment shall not be removed from the premises, unless Licensee is renting the Marley Dance Floor for use off premises.

_____ INITIAL

XI. CUSTODIAL / CLEAN UP

Custodial services are available during normal business hours, Monday – Friday, 7:45 a.m. to 4:30 p.m. at no charge to LICENSEE. In the event that custodial services are required due to the serving of food or beverages or after business hours, Licensee agrees to pay applicable custodial / clean up fees. See "Custodial / Clean Up" category in attached Fee Table for specific fees.

_____ INITIAL

CARVER CULTURAL CENTER
ORGANIZATIONAL SUPPORT 2018
October 1, 2017 - September 30, 2018

Revenues		
Internal Order 280000000005		**Budget**
4502220	Contr Priv Restrict	51,000
6101100	Interfund Transfers In - Hotel/Motel Tax	327,627
6101100	Interfund Transfers In - Trust Fund	93,552
	Total Revenues	**472,179**

Appropriations		
5101010	Regular Salaries	283,698
5103005	FICA & Medicare Expense	21,929
5103010	Life Insurance	270
5105010	Retirement Expense Civilian TMRS	31,187
5170040	Civilian Active Healthcare Assessment	46,812
5170100	Retiree Health Assessment	6,002
5181010	Salary Turnover Targ	(417)
5181020	Reserve Perf Pay	2,703
5181025	Reserve COLA	3,398
5181035	Reserve Step Pay Plan	6,215
5201040	Fees to Professional Contractors	61,873
5201047	Computer Software Ma	630
5207010	Travel-Official	6,808
5304010	Food	1,000
5405020	Workers Comp Assess	71
	Total Expenditures	**472,179**

CARVER CULTURAL CENTER
ORGANIZATIONAL SUPPORT 2018
October 1, 2017 - September 30, 2018
Personnel Complement

Organizational Support 2018

Positions	Current No. of Positions	Add/Delete	Revised No. of Positions
80-0040-ADMINISTRATIVE ASSISTANT I	1	0	1
80-0041-ADMINISTRATIVE ASSISTANT II	1	0	1
80-0078-BOOKING & SERVICES COORDINATOR	1	0	1
80-0655-AUDIO/VIDEO PRODUCTION COORDINATOR	1	0	1
80-0844-GRANTS MANAGEMENT OFFICER	1	0	1
80-2092-EDUCATION COORDINATOR	1	0	1
80-0077-EVENT SVCS COORDINATOR (part-time)	1	0	1
Organizational Support 2017	**7**	**0**	**7**

Confirmation of Fiscal Year 2018 Funding Agreement

(Avenida Guadalupe Association)

This Agreement is entered into between Landlord and Tenant as of the later of the two signatures at the end.

1. Identifying Information.

Authorizing Ordinance:	
Landlord:	City of San Antonio
Landlord's Address:	PO Box 839966, San Antonio, Texas 78283-3966 (Attention: Leasing Manager, Center City Development and Operations)
Tenant:	Avenida Guadalupe Association
Tenant's Address:	1314 Guadalupe Street, Suite 201, San Antonio, Texas 78207
Lease:	Lease of office, retail, and residential buildings on the North and South sides of Guadalupe Avenue and the South side of El Paso Avenue, West of Brazos and East of San Jacinto.
Ordinance Authorizing Lease:	2009-09-10-0712

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all amendments to it.

3. Funding for Fiscal 2018.

Pursuant to City Council action on September 14, 2017, the City of San Antonio Budget was approved for the Fiscal Year ending September 30, 2018 that provided funding in the amount of $142,000.00 (FY 18 Funding) to be distributed to the Tenant in accordance with Paragraph 27, Tenant Funding by Landlord, of the Lease. Tenant agrees that any request for receipt of the FY 18 Funding will be in accordance with the terms and conditions of the Lease. Tenant further agrees that the FY 18 Funding is being provided with no obligation upon the City to provide funding in future years, and any decision to provide funding for future fiscal years shall be completely at the discretion of the City Council.

3. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

4. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: John P. Jacks

Title: Director

Date: 9-21-17

Avenida Guadalupe Association, a Texas nonprofit corporation

Signature: _____

Printed Name: Gabriel R. Velasquez

Title: Executive Director

Date: September 20, 2017

Approved as to Form:

_____

City Attorney

FOR

STATE OF TEXAS	**§**	**AGREEMENT TO USE ECONOMIC**
	§	**DEVELOPMENT PROGRAM FUNDS**
COUNTY OF BEXAR	**§**	**OF THE CITY OF SAN ANTONIO**

This Agreement to Use Economic Development Program Funds of the City of San Antonio (the "Agreement") is entered into by and between BIOMED SA, (hereinafter referred to as "GRANTEE"), a not-for-profit corporation which is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code, and the CITY OF SAN ANTONIO, a home-rule municipality, situated within Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or designee, pursuant to City Ordinance No. 2017-09-1-_____ passed and approved on September 18, 2017 (collectively, the "Parties") and pursuant to Article III, Section 52(a), of the Texas Constitution and Chapter 380.002 of the Texas Local Government Code.

RECITALS

WHEREAS, the healthcare and bioscience industry is among the largest industries in San Antonio and industry analysts have forecast substantial economic returns from medical and biotechnological innovations; and

WHEREAS, in recognition of the economic opportunities afforded by the industry, the Economic Development Council of the Greater San Antonio Chamber of Commerce established BIOMED SA ("GRANTEE") to facilitate the industry's growth in the region and to heighten awareness in the industry of the unique assets present within San Antonio; and

WHEREAS, GRANTEE, by accomplishing the aforementioned goals, reduces the burdens of CITY by undertaking such activities that would otherwise be undertaken by CITY; and

WHEREAS, GRANTEE has requested that the City contribute $100,000.00 to the organization and has made similar requests to Bexar County, CPS Energy, and private entities for its continued operation; and

WHEREAS, CITY created an Economic Development Program, which includes the granting and loaning of public funds, as authorized under Texas Local Government Code §380.001 for the public purposes of developing and diversifying the economy, increasing employment and expanding commerce and has determined that the efforts of GRANTEE significantly accomplish such a public purpose; **NOW THEREFORE,** the Parties agree as follows:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions of a transfer and grant of public money from CITY to GRANTEE to be used to lessen the burdens of the CITY by assuming in part its obligations to develop and diversify the San Antonio regional economy and the Texas economy, through the operations of GRANTEE.

1.02 GRANTEE understands and agrees that this Agreement is subject to mutual termination in compliance with Article XIII of this Agreement. Either Party shall have the option of terminating this Agreement by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, then any and all unused funds either allocated and in possession of GRANTEE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to GRANTEE under the terms of this Agreement; or (2) retain any and all funds allocated but not distributed to GRANTEE.

1.03 GRANTEE understands and agrees that the goals and performance measures in this Agreement may be revised and updated by and at the discretion of the Director of the Economic Development Department of the City of San Antonio ("EDD Director") to further the intent of this Agreement. Therefore, GRANTEE agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event GRANTEE does not agree to any changes, GRANTEE shall have the option of terminating this Agreement by giving thirty (30) days written notice to CITY in compliance with Article XVIII *Termination* of this Agreement. GRANTEE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

1.04 GRANTEE understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of CITY. Should CITY implement a reduction in General Fund expenditures, then agreements funded by CITY's General Fund, including this Agreement, may, at CITY's option, be reduced in a like manner. CITY will attempt to provide GRANTEE with as much advance notice of a potential funding reduction as is possible to allow GRANTEE to make budget adjustments.

1.05 In no event shall CITY be liable for any expense of GRANTEE not eligible or allowable hereunder. CITY, in its sole discretion, will determine the eligibility of expenditures.

1.06 GRANTEE covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that GRANTEE shall have exclusive control of, and exclusive right to control, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and GRANTEE, its officers, agents, employees, contractors, subcontractors and consultants; and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and GRANTEE. The Parties hereto understand and agree 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 GRANTEE under this Agreement and that the GRANTEE has no authority to bind the City.

ARTICLE II. TERM, AUTHORITY, LITIGATION AND ACCOUNT

2.01 The Term of this Agreement shall be for one year, performable upon execution of the Agreement, effective October 1, 2016 through September 30, 2017

2.02 The City Manager designates the EDD Director or his designee of CITY as administrator of this Agreement. The City Manager may designate a new administrative entity by giving GRANTEE notice thereof, pursuant to Article XIX. GRANTEE shall report directly to the EDD Director or his designee. Director shall modify the goals and performance measures of this Agreement as necessary to further the intent of the Agreement.

2.03 Pursuant to City Ordinance No. 2017-09-18-_____, passed and approved on September 15, 2017, CITY agrees to transfer, in accordance with the terms and conditions of this Agreement, a cumulative total of ONE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($100,000.00) to GRANTEE throughout the Term of this Agreement. These funds shall be deposited in an account separate from all other GRANTEE funds and shall not be commingled with any other account of GRANTEE. Together with any and all interest earned subsequent to these deposits and/or investment income and/or any other source of revenue from these funds, the funds, for the purposes of this Agreement, shall be known as the "GRANT." The GRANT shall be used by GRANTEE only for the funding and partial funding of GRANTEE's operating expenses, including salaries.

2.04 Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding, including proceedings against the CITY. Furthermore, GRANTEE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2.05 During the Term of this AGREEMENT, if GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate. GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

2.06 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the GRANTEE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

ARTICLE III. CONSIDERATION AND SCOPE OF SERVICES

3.1 GRANTEE agrees to provide the services described in Exhibit A, entitled "Scope of Services," to this Agreement, attached hereto and made a part of this Agreement, in exchange for the compensation described in Article II.

3.2 All work performed by GRANTEE hereunder shall be performed to the satisfaction of CITY. The determination made by CITY shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by GRANTEE, which

is not satisfactory to CITY. CITY shall have the right to terminate this Agreement, in whole or in part, should GRANTEE's work not be satisfactory to CITY; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work.

3.3 Within thirty (30) days of adoption by City Council of this agreement, City and GRANTEE shall finalize Exhibit A outlining the milestones to be achieved and procedures to be utilized to deliver the Services during the Term of this agreement. The City and GRANTEE shall work jointly to finalize the Exhibit A and after approval by each respective Director, Exhibit A shall become incorporated into this Agreement.

ARTICLE IV. COMPLIANCE

4.01 CITY's ECONOMIC DEVELOPMENT DEPARTMENT is assigned monitoring responsibility for this Agreement.

A. GRANTEE shall provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants and representatives of the federal government, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of GRANTEE's books, records and files on the objectives covered by this Agreement.

B. An accounting system using generally-accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory. GRANTEE understands that CITY may require any and all books, records and files of GRANTEE necessary to ensure GRANTEE's compliance and use of generally-accepted governmental accounting principles.

C. All such records shall continue to be available for inspection and audit for a period of three (3) years after the termination date of this Agreement. However, if during the course of this three-year period, an audit or investigation of the GRANTEE begins, then GRANTEE is required to maintain said records until such time as the audit or investigation is completely finished, plus three (3) years thereafter.

D. GRANTEE agrees that during the Term of this Agreement, any duly-authorized representative of CITY's ECONOMIC DEVELOPMENT DEPARTMENT shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.

E. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, GRANTEE shall immediately refund such amount to CITY. GRANTEE further authorizes CITY, if CITY so elects, to deduct such amount or

charge as a claim against future payments. The CITY's ECONOMIC DEVELOPMENT DEPARTMENT has the express authority to deduct such claims from subsequent reimbursements.

F. The submission of falsified information or the failure to timely submit all information by GRANTEE as requested by CITY is grounds for termination of this Agreement.

G. GRANTEE agrees to provide CITY with the names and license registration of any and all contracting agency employees regulated by State law whose activities contribute toward, coordinate with, or facilitate the performance of this Agreement.

H. GRANTEE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, and obstruction of investigation or other criminal action and to prevent frauds and abuse of funds.

4.02. GRANTEE agrees to establish internal procedures that ensure employees funded or partially-funded by this Agreement have an established complaint and grievance policy.

A. Such grievance policy shall include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

B. In the event no complaint and grievance policy has been established, GRANTEE shall follow the procedures outlined in the City of San Antonio Municipal Civil Service rules for employees funded or partially-funded by this Agreement.

4.03 GRANTEE agrees to comply with, and require compliance by any and all contractors and professional consultants performing work in connection with any procurement of product, infrastructure or service that will be paid for out of the GRANT, all federal, state and local laws, rules and regulations including, but not limited to, the Fair Labor Standards Act, the Equal Pay Act and the Equal Employment Opportunity Act, all as amended and as applicable.

4.04 GRANTEE understands and agrees that GRANTEE is required to refund money, pursuant to 80(R) HB 1196, that GRANTEE has received from CITY through this Agreement, in the event of GRANTEE's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

4.05 As a condition of entering into this Agreement, GRANTEE represents and warrants that it has complied with, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of CITY's SBEDA Ordinance No. 2010-06-17-0531. As part of such compliance, GRANTEE shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers or

commercial customers, nor shall GRANTEE retaliate against any person for reporting instances of such discrimination. GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. GRANTEE shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to CITY contracts.

4.06 Insofar as practical, in carrying out the terms of this Agreement, GRANTEE shall use a good faith effort to use the employment and training programs of CITY.

4.07 GRANTEE will complete and submit CITY's Ethic's Disclosure Form prior to GRANTEE'S receipt of any GRANT funds.

4.08 GRANTEE agrees that CITY may carry out monitoring and evaluation of activities to ensure GRANTEE'S compliance with this Agreement.

ARTICLE V. RECORDS, REPORTS AND AUDIT RIGHTS

5.01 GRANTEE shall maintain, in its San Antonio offices, all books and financial records in accordance with generally-accepted accounting principles for governmental entities and as may be reasonably prescribed by CITY's Chief Financial Officer, which reflect all expenditures made from the GRANT, including work by subcontractors. Such books and financial records, together with any other documentation necessary for verification of GRANTEE'S compliance with the terms of this Agreement, shall be made available to CITY on request through the EDD Director or the City Auditor or their representatives. CITY shall have the authority to audit, examine and make excerpts or transcripts from said books, records and documentation regarding all expenditures related to this Agreement. GRANTEE'S record system shall contain sufficient documentation to provide full support and justification for each expenditure made from GRANT funds. CITY's Auditor or his designee may review and approve GRANTEE'S system of internal accounting and administrative controls at any time during the term of this Agreement to assure compliance by GRANTEE.

5.02 GRANTEE shall submit to CITY's EDD Director, on a **semi-annual** basis, the Consolidated Balance Sheet, Statement of Support and Revenue, Statement of Changes in Financial Position of the GRANTEE and a line item Summary of Expenditures paid from GRANT funds. These reports shall be prepared by the 30th of the month following the end of the reporting quarter. Additionally, GRANTEE agrees to allow CITY to review all books and financial reports of GRANTEE pertaining to the GRANT funds on an **annual** basis.

5.03 GRANTEE shall submit to CITY's EDD Director and CITY Auditor, on an **annual** basis, a financial statement audited by an independent certified public accountant in accordance with generally accepted auditing standards for governmental entities within one

hundred and twenty (120) days of GRANTEE'S fiscal year end. The audited financial statement shall include a detailed schedule of receipts and expenditures of GRANT funds by budgeted cost category. It is imperative any auditor performing an audit of GRANTEE read the entire Agreement, including all attachments, if any, between the CITY and GRANTEE, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation. GRANTEE shall submit the audited financial statements and any management letter prepared by the independent CPA to both the Department of Economic Development, P.O. Box 839966, San Antonio, Texas 78238-3966, and to the Office of the City Auditor, 111 Soledad, Suite 600, San Antonio, Texas, 78205.

5.04 During the term of this Agreement, GRANTEE shall cause to be delivered to CITY's EDD Director copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. GRANTEE understands and agrees that CITY shall have a representative on the Board of Directors and the Executive Council, as outlined in its Bylaws.

5.05 GRANTEE understands that because the GRANT is of public money, information pertaining to the receipt and expenditure of said funds are subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

ARTICLE VI. INSURANCE

6.01 GRANTEE agrees that upon entering a contract for professional services or infrastructure or capital improvement construction, if any, to be paid for out of the GRANT, GRANTEE, in accordance with this Agreement, shall cause its contractors or subcontractors to provide proof of insurance issued by a company admitted to do business in the State of Texas, and rated VII (A-) or better by A.M. Best Co., in the following types and amounts:

TYPE	AMOUNT
1. Commercial General Liability - to include coverage for the following where the general exposure exists (a) Premises/Operations (b) Independent Contractors (c) Products/Completed Operations (d) Broad Form Property Damage including Fire Legal Liability (e) Contractual Liability	Bodily Injury and Property Damage: $1,000,000, per occurrence; $2,000,000 aggregate or its equivalent in Umbrella or Excess Liability coverage
2. Business Automobile Liability Insurance - to include coverage for: (a) Owned/Leased Automobiles	Combined Single Limit for Bodily Injury and Property Damage: $1,000,000

(b) Non-Owned Automobiles
(c) Hired Automobiles

3. Builders Risk* Amount of Contract

4. Commercial Crime Amount of Contract

*Where Applicable

6.02 GRANTEE agrees that contractor(s) shall not commence any work under its (their) contract(s) until all insurance certificates have been provided to and approved by CITY. Neither GRANTEE, the contractor nor any agent thereof, shall commence any work until all insurance required of the contractor(s) has been obtained, reviewed and approved by CITY. Approval by CITY shall not relieve or decrease the liability of the contractor(s).

6.03 Premiums chargeable for such insurance may come from GRANT funds, and the insurance shall remain in force during the term of the contract, or any extension thereof.

6.04 GRANTEE further agrees that with respect to the above-required insurance, CITY shall:

A. be provided with a Waiver of Subrogation, but only as it pertains to Workers' Compensation and Employer's Liability;

B. be provided with thirty (30) days advance notice in writing of non-renewal, cancellation or material change; and

C. be provided with a Certificate of Insurance(s), evidencing the above-required insurance, prior to the commencement of any work. Said Certificates of Insurance(s) and all notices required herein shall be provided to:

1) Director, Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

2) City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

Copies of insurance policies shall be kept in GRANTEE'S office and shall be made available for inspection by CITY.

ARTICLE VII. CONSTRUCTION PROVISIONS

It is not anticipated that construction or infrastructure activities will be undertaken. However, to the extent that they are, the following provisions shall apply:

7.01 If infrastructure changes or other construction is to be undertaken with GRANT money, then GRANTEE, or its contractors and subcontractors shall provide payment, performance and subdivision bonds, or such other similar cash equivalent or letter of credit,

provided same is approved by the City Attorney and the Chief Financial Officer, that names CITY as Obligee and shall submit proof of same to CITY, before any GRANT-funded infrastructure work commences.

7.02 By subsequent written agreement, GRANTEE, by Board resolution, and CITY, after approval by the City's Director of Public Works and the City Attorney, may agree to hold one or more federally-insured certificates of deposit or U.S. Treasury securities to guarantee subdivision work. Without further approval or authorization of the City Council, the City Manager of CITY is hereby authorized to execute any such agreement, and CITY and the City Planning Commission may accept such agreement in lieu of the subdivision performance bond normally required. Provided, however, that any agreement reached pursuant to this section must be attached to this Agreement as a separate appendix, and shall be included as part of the official, public records of the City Clerk. Provided further, that any such agreement shall be valid only if CITY retains the securities set aside in lieu of the subdivision bond. In case of default by GRANTEE on subdivision work, it is also provided that first use of the set-aside funds and interest/investment earnings shall be for performance of the subdivision work by CITY in any legal manner as CITY may choose.

7.03 Compliance with the Davis-Bacon and the Copeland Anti-Kickback Acts shall be required, when and if GRANT funds are spent on infrastructure work, as if this infrastructure work were financed in whole or part by loans or grants from the United States.

7.04 GRANTEE shall promptly pay when due all taxes, license fees, permit fees, debts and obligations incurred by GRANTEE in connection with infrastructure activities or capital improvement activities, if any, to the extent that such taxes and fees are not waived by applicable governmental entities or agencies. GRANTEE shall be responsible for its contractors and subcontractors with regard to securing any fees and paying any taxes, debts or obligations incurred by said contractor or subcontractor.

7.05 If infrastructure projects are to be constructed, GRANTEE shall submit all designs including all drawings, plans, specifications and estimated costs for infrastructure development or capital improvements to be paid from GRANT funds before procuring construction of same. CITY'S approval may be withheld if the proposed infrastructure or capital improvement design and construction fail to comply with applicable codes, standards and specifications.

ARTICLE VIII. INDEMNIFICATION

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

respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.02 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

8.03 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by GRANTEE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. GRANTEE 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 Agreement. If GRANTEE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and GRANTEE 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.

8.04 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of GRANTEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone 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 GRANTEE or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE IX. PUBLIC ACKNOWLEDGEMENT AND POLITICAL ACTIVITIES

9.01 Public acknowledgement of CITY's contribution must be made when funds of CITY are utilized and in all cases when GRANTEE chooses to acknowledge other entities for contributions. Such acknowledgement may include CITY's recognized seal or other appropriate language. No reference to any individual shall be used.

9.02 No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or the benefit of any candidate for elective public office, partisan or non-partisan, nor shall the personnel involved in the administration of

any CITY-funded grant or activity be assigned to work for or on behalf of any partisan or non-partisan political activity or candidate. This Section 9.02, including (A)(1 through 4) and (B)(1 through 3), shall be included in any contract or subcontract of GRANTEE:

A. The following is prohibited:

1) Working, or directing other staff to work, on any political activities on paid time.

2) The use of facilities or equipment, paid for in whole or in part with CITY funds, for political purposes. This includes space, office equipment and supplies, and telephones during agency time as well as after regular-duty hours.

3) The implicit or explicit coercion of staff to work on political activities on their own time.

4) The above statements shall not be construed to prohibit any person from exercising his rights as a citizen to express his opinion and to cast his vote.

B. In order to ensure the above, GRANTEE shall:

1) Provide every staff person with a statement of the above prohibition.

2) Include on that statement a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policy, to write or call and report the same to the Director of the Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas, 78283; 210-207-8080.

3) Have each employee sign the statement and include the same in GRANTEE's personnel files, as appropriate, with copies to CITY.

ARTICLE X. CONFLICT OF INTEREST

10.01 GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with 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: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

10.02 Pursuant to Section 10.01 above, GRANTEE warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. GRANTEE further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

ARTICLE XI. NEPOTISM

11.01 GRANTEE agrees that it shall not award a contract of any nature, which is to be paid for from this GRANT, to any person who is related to a member of GRANTEE'S Board of Directors or staff.

ARTICLE XII. DEFAULT

12.01 If GRANTEE fails or refuses to comply, or fails or refuses to require contractor or subcontractor compliance with the material provisions of this Agreement and/or if at any time CITY learns that a contractor or subcontractor is willfully violating or refusing to observe the material conditions, provisions or stipulations of this Agreement, CITY through its City Manager or her designee may, if such noncompliance continues for thirty (30) days after receipt of written notice, terminate this Agreement and require reimbursement of all GRANT funds. All costs and expenses of finishing applicable projects shall then be the sole responsibility of GRANTEE.

12.02 If GRANTEE fails to comply with the material terms of any other contract or agreement to which CITY is a party, although unrelated to this Agreement, CITY through its City Manager or her designee may, by written notice, direct GRANTEE to comply with the terms of said Agreement. If noncompliance continues beyond thirty (30) days from such notice, the City Manager or designee may, in addition to seeking remedies at law and in equity, require reimbursement of all then-unexpended GRANT funds.

12.03 In the event of termination due to material default by GRANTEE, GRANTEE shall return to CITY, within sixty (60) calendar days of receiving CITY'S written notice of termination, all funds received from CITY under this Agreement.

ARTICLE XIII. ASSIGNMENT

13.01 THIS AGREEMENT IS PERSONAL TO GRANTEE AND FUNDS RECEIVED AS A RESULT HEREOF SHALL ONLY BE USED BY GRANTEE FOR THE PURPOSES STATED HEREIN. GRANTEE SHALL NOT ASSIGN THIS AGREEMENT NOR SUBCONTRACT ANY OR ALL OF THE RIGHTS AND DUTIES HEREUNDER.

13.02 If for any reason GRANTEE loses its tax-exempt status and is no longer a tax-exempt non-profit entity as described in Section 501(c)(3) of the Internal Revenue Code, all assets procured by the GRANT may be transferred, upon the written consent of City, to another qualifying corporation upon City Council approval.

ARTICLE XIV. GOVERNING LAW AND VENUE

14.01 This Agreement shall be performable in Bexar County, Texas and is governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

ARTICLE XV. LEGAL CONSTRUCTION

15.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI. WAIVER

16.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

16.02 Notwithstanding the above, GRANTEE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

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

ARTICLE XVII. RELATIONSHIP OF PARTIES

17.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

ARTICLE XVIII. TERMINATION

18.01 The obligations of GRANTEE hereunder shall cease and terminate after audited financial reports document the expenditure of all GRANT funds, except that the obligations of GRANTEE under Article V hereof shall cease and terminate one (1) year after the disbursement of all GRANT funds.

ARTICLE XIX. NOTICES

19.01 Any notice or other communications to be given in connection with this Agreement must be in writing, and may be given by: (a) actual delivery; or (b) certified or registered mail and shall be deemed to have been given and received either: (i) upon actual delivery [if delivered pursuant to subsection (a) above]; or (ii) forty-eight (48) hours after a certified or registered letter

containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, addressed as follows:

If to the GRANTEE: Ann Stevens
President
BioMed SA
P.O. Box 5368,
San Antonio, Texas 78201

If to CITY: Director
Economic Development Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Provided, however, that either Party may at any time change the place of receiving notice following ten (10) days written notice of such change of address to the other Party in accordance with the manner of giving notice described above.

ARTICLE XX. ENTIRE AGREEMENT

20.01 This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

ARTICLE XXI. AMENDMENTS

21.01 Within sixty (60) days of adoption by City Council of this agreement, CITY and GRANTEE shall finalize Exhibit A outlining the milestones to be achieved and procedures to be utilized to deliver the Services during the Term of this agreement. The CITY and GRANTEE shall work jointly to finalize the Exhibit A and after approval by each respective party, Exhibit A shall become incorporated into this Agreement.

21.02 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XXII. EXECUTION AUTHORITY

22.01 The Parties hereto represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required. The signers of this Agreement represent and assure that they have full legal authority to execute this Agreement and to bind the Party for whom they are signing to all terms, performances and provisions herein contained.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS THE _____ DAY OF _____, 2017.

CITY OF SAN ANTONIO

_____
Carlos Contreras
Assistant City Manager

BIOMED SA

_____
Ann Stevens
President

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A: BIOMED Scope of Services

1) In accordance with the SA Tomorrow GRANTEE shall accomplish the following in accordance with the terms and conditions of the Agreement:

   a) GRANTEE shall provide CITY‘s EDD Director with proper documentation verifying receipt of funding commitments from sources other than CITY and semi-annual budget reports outlining cumulative contributions and expenditures (to include all sources of funding.

   b) GRANTEE shall provide quarterly reports on items 2a.) through 2e.) on its activities to the CITY‘s EDD Director and, upon request, to the City Council of CITY, its boards, committees and/or commissions.

   c) GRANTEE, upon completion of the Bioscience Industry Action Plan in 2e.) shall submit quarterly reports in the areas 2a.) through 2d.) as it is described in the Bioscience Industry Action Plan.

2) GRANTEE shall serve as an ‘Industry Liaison’ or ‘sector expert’ resource and collaborate with the City, San Antonio Economic Development Foundation (SAEDF) and other community economic development towards integration of private sector validated Biosciences Industry strategies and tactics towards accomplishment of the Goals and Objectives for publication in the annual Forefront San Antonio plan during the Term of this Agreement:

   a) Recruitment: In the Forefront SA focus area of Recruitment GRANTEE shall develop, lead and report tactics that will support the recruitment of Healthcare/Biomedical jobs, investments and assets through 2020 through activities to include:

      i) **Marketing:** GRANTEE shall coordinate with the San Antonio Economic Development Foundation (SAEDF) to promote San Antonio’s biomedical industry.

         (1) GRANTEE shall include recognition of the CITY’s contribution to GRANTEE in all of GRANTEE’s promotional materials, products and publications and provide CITY’s EDD Director with all marketing materials and literature showing evidence that the CITY’s contribution to GRANTEE is recognized in compliance with the provisions of this Agreement.

      ii) **Prospect Development:** GRANTEE shall collaborate with SAEDF Industry Council to enact and develop strategies to secure biomedical and healthcare industry prospects (as defined by the SAEDF), jobs, and investment to locate operations in San Antonio.

   b) Retention and Expansion: In the Forefront SA focus area of Retention and Expansion GRANTEE shall develop, lead and report tactics that will support the expansion of Healthcare/Biomedical jobs, investments and assets through 2020 through activities to include:

      i) **BRE Visits:** GRANTEE shall use its relationships with local biomedical firms to organize company visits and interactions for the SAEDF business retention and expansion team.

(1) **Export Programs:** GRANTEE shall collaborate with the Free Trade Alliance to connect to five (5) local biomedical companies that may be candidates to export to foreign markets.

c) Entrepreneurial Development: In the Forefront SA focus area of Entrepreneurial Development GRANTEE shall develop, lead and report tactics that will support commercialization of intellectual property generating jobs, investments and the development of ecosystem support assets through 2020.

d) Workforce Development: In the Forefront SA area of Workforce Development GRANTEE shall support SA Works at the request of the CITY in carrying out its charge.

e) Collaboration: In the Forefront SA area of Collaboration, GRANTEE shall finalize a Bioscience Industry Action Plan in order to define, align, and prioritize Strategic Objectives that will support the development of Biomedical jobs, investments and assets through 2020 by developing and securing:

i) **Private Match:** GRANTEE shall raise matching dollars to the CITY contribution towards the completion of the study.

ii) **Study Validation and Distribution**: GRANTEE shall ensure final report is validated by private sector stakeholders representatives of core competency areas outlined in the Industry Study and that the report is distributed and briefed to the Economic and Human Development Committee and Forefront SA Partners.

City of San Antonio
PROFESSIONAL SERVICES CONTRACT
Build San Antonio Green FY 2018

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as **"**CITY**"**), a Texas municipal corporation, acting by and through its City Manager as authorized by City Council on September 14, 2017 pursuant to Ordinance No. 2017-09-14-_____ and the Metropolitan Partnership for Energy (MPE), d/b/a Build San Antonio Green (BSAG), a Texas non-profit corporation, by and through its Vice-Chair, Maria Garcia, (hereinafter referred to as **"**CONSULTANT**"**), both of which may be collectively referred to as the "Parties".

WHEREAS, the CITY has negotiated with the CONSULTANT to provide consulting services (hereinafter referred to as "the Project"); and

ACCORDINGLY, the parties agree to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

1.1 This CONTRACT shall commence on October 1, 2017, and shall terminate on September 30, 2018 unless earlier termination or extension shall occur pursuant to any provision hereof.

II. CONTRACT PRICING AND BILLING

2.1 The total of all payments and obligations made and incurred by CITY under this CONTRACT, in consideration for CONSULTANT's performance of services under this CONTRACT, shall not exceed the total amount of eighty-five thousand dollars ($85,000.00).

Unless otherwise provided for in the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2017-2018", dated May 12, 2017, attached hereto and incorporated herein as **Exhibit A**, an initial invoice, based on the payment terms set forth in this Section 2.1 of this CONTRACT and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the CONTRACT and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the CONTRACT. The information contained in such invoices shall be in such detail as may be required by CITY.

CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Deputy City Manager assigned the Office of Sustainability, or his designee. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than thirty (30) days after the date of such approval; provided, however, that such approval shall be based upon satisfactory completion of the work described in Exhibit A. The question of satisfactory completion of said work shall be determined by the CITY alone and its decision shall be final.

2.2 Final Payment due under the CONTRACT will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. 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.

2.3 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.

2.4 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

III. SCOPE OF SERVICES

3.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2017-2018", dated May 12, 2017, attached hereto as Exhibit A. Goals, objectives and performance standards for the Project will be established by the CITY'S Office of Sustainability and CONSULTANT agrees to comply with said goals, objectives and performance standards. The CONSULTANT understands and agrees that Exhibit A is fully incorporated herein verbatim for all purposes, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT.

IV. TERMINATION

4.1 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.

4.2 TERMINATION WITHOUT CAUSE: The CONTRACT may be canceled by either party upon thirty (30) calendar days written notice, evidenced by a U. S. Postal Mail Return Receipt Requested for certified delivery, or an affidavit of personal delivery, provided such

notice specifies an effective date of termination, which termination date shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is actually received by the other party or the certified mail receipt evidences delivery. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party or evidence of certified mailing as described above. 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. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.

4.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar 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, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

4.4 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, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

4.5 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.

4.6 Within thirty (30) calendar 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.

4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar 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 or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

4.8 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 a CONTRACT and has no funds to do so from other sources, the CONTRACT may be terminated. To

effect this termination, the CITY shall, 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.

4.9 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.

V. INDEPENDENT CONTRACTOR

5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

5.2 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.

5.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the CONSULTANT.

VI. CONFIDENTIALITY

6.1 No reports, information, project evaluation, project designs, data or 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 any such request, CONSULTANT shall forward such request to CITY immediately.

6.2 CONSULTANT shall establish a method to secure the confidentiality of records 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.

6.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.

6.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

VII. OWNERSHIP OF DOCUMENTS

7.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this CONTRACT is the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant**.**

7.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

7.3 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

7.4 The intellectual work products, if any, that result from this Contract shall be owned by the CITY, and as such are public property.

VIII. INTELLECTUAL PROPERTY

8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

8.2.1 Either:

a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

(c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this CONTRACT,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provides CONSULTANT with written notice within **15** days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

IX. RECORDS RETENTION

9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONSULTANT.

9.2 CONSULTANT shall deliver all documents to the CITY, upon termination of the CONTRACT, in a timely and expeditious manner, at CONSULTANT's sole cost and expense.

9.3 The CONSULTANT shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.

9.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such open records requests.

X. RIGHT OF REVIEW AND AUDIT

10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY, at the City's Office of Sustainability, 1400 S. Flores, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the CONTRACT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

XI. LICENSES AND CERTIFICATIONS

11.1 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 meets all competence standards applicable to the services provided herein.

XII. CONFLICT OF INTEREST AND ETHICS

12.1 CONSULTANT acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any CITY

agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with 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: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

12.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that is has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

12.3 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. CONSULTANT further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

12.4 **Additional Ethics Form Filing: Texas Local Government Code.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT must confer with its own legal advisor if you have questions regarding the statute or form.

XIII. INSURANCE

13.1 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.

13.2 Within ten (10) working days following execution of this Contract, CONSULTANT shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder

and/or signing or co-signing checks for said fund disbursement. CONSULTANT's fidelity bond shall be in an amount of Eighty-Five-Thousand dollars ($85,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. CONSULTANT shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.

13.3 Prior to the commencement of any work under this Contract, CONSULTANT shall furnish a completed Certificate of Insurance to CITY's Office of Sustainability Director and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME, "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2017-2018"**. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Office of Sustainability Director and no officer or employee shall have authority to waive this requirement.

13.4 CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

13.5 CONSULTANT's financial integrity is of interest to CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by 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, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

TYPE	**AMOUNT**
(A) Worker's Compensation, and Employer's Liability, if applicable	Statutory $1,000,000/$1,000,000/$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000 or its equivalent in umbrella

Or excess liability coverage

(1) Premises/Operations
(2) Independent Contractor's Liability
(3) Products and Completed Operations
(4) Personal Injury
(5) Contractual Liability

3.6 MATERIAL REQUIREMENTS: CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for 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). Upon such request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of CONSULTANT's insurance requirements under this Contract are material obligations.

13.7 CONSULTANT agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with 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 CITY is an additional insured shown on the policy;

- Workers' compensation and employers' liability policy (if applicable) shall provide a waiver of subrogation in favor of CITY.

13.8 CONSULTANT shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of San Antonio
Office of Sustainability
P.O. Box 839966
San Antonio, Texas 78283-3966

13.9 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the

CONTRACT; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies 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, CITY shall have the right to order CONSULTANT to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

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 subconsultants' performance of the work covered under this Contract.

XIV. INDEMNITY

14.1 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, it s 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.

14.2 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.

XV. AMENDMENT

15.1 This Contract, together with its authorizing ordinance and Exhibit A, shall constitute the full and final CONTRACT between the parties hereto.

15.2 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. Material amendments that adjust compensation or performance periods must be approved by the City Council.

15.3 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 incorporated into this CONTRACT with notice and written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and 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: Director
Office of Sustainability
P.O. Box 839966
San Antonio, Texas 78283-3966

CONSULTANT
Build San Antonio Green
Attn: Jason Pittman, Treasurer
118 Broadway, Suite 236 San
Antonio, Texas 78205

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.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 Any subcontracts or assignments of interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY. Any such attempt at an assignment will be void *ab inito*, and shall confer no rights on the purported assignee. Should CONSULTANT assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event 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 CONSULTANT's subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any CONTRACT with CONSULTANT arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all Contracts with approved subcontractors.

18.3 CONSULTANT agrees to notify CITY of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the CITY.

18.4 In no event shall such written consent, if obtained, relieve CONSULTANT from any and all obligations hereunder or change the terms of this CONTRACT.

18.5 CITY must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIX. 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.

XX. NONWAIVER OF PERFORMANCE

20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the CONSULTANT from any covenants and conditions required in this CONTRACT.

20.2 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. 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 CONTRACT, 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 CONTRACT 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 XV. Amendment. 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.

XXI. COMPLIANCE

21.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.

21.2 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. Failure to comply with the above referenced law and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions.

21.3 CONSULTANT shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, CONSULTANT agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, 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 foregoing laws.

Non-Discrimination. 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.

XXII. VENUE AND GOVERNING LAW

22.1 **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 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

XXIII. SEVERABILITY

If any clause or provision of this CONTRACT 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 CONTRACT 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 CONTRACT that is invalid, illegal, or unenforceable, there be added as a part of the CONTRACT 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.

XXIV. GENDER

Words of any gender used in this CONTRACT 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.

XXV. CAPTIONS

The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

XXVI. ENTIRE AGREEMENT

This CONTRACT, together with its authorizing ordinance and Exhibit A, 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.

XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

27.1 Texas Government Code §2270.002 provides 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.

27.2 "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.

27.3 "Company" 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.

27.4 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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

EXECUTED this the _____day of October, 2017.

CITY

City of San Antonio, Texas

Roderick Sanchez,
Assistant City Manager
Office of the City Manager

CONSULTANT

Metropolitan Partnership for Energy (MPE), d/b/a Build San Antonio Green

Jason Pittman, Treasurer
Build San Antonio Green

APPROVED AS TO FORM:
Andy Segovia
City Attorney

By: Assistant City Attorney

EXHIBIT "A"

May 12, 2017

Build San Antonio Green®
City of San Antonio Scope of Work Funding Request for FY2017 - 2018

Build San Antonio Green® (BSAG) is a non-profit organization founded by the City of San Antonio, CPS Energy, Bexar County, and Solar San Antonio. **BSAG** works with Partner organizations to develop and implement energy and emissions reduction policies for air quality improvement, water conservation, energy efficiency, and renewable energy, chiefly through the development and administration of the green building program and through the Bring Solar Home Program. BSAG provides technical workshops on energy efficiency, conservation, renewable energy and green building, while promoting the Build San Antonio Green® and Bring Solar Home programs and certifying Green-Built Homes in San Antonio.

Build San Antonio Green™ will be instrumental in helping San Antonio meeting its future sustainable growth and development goals as we transition to a Smart City, as has been laid out in the Mission Verde, SA Tomorrow, SA 2020 plans, and the Smart City Initiatives. This will be accomplished through our Certification Programs, Bring Solar Home Program, and Community Education. We are pleased that our work over the past 14 years aligns with several of the focus areas and objectives of the current SA Tomorrow Sustainability plan and will continue to serve the needs of any future initiatives. As a reference our scope of work includes these focus areas.

Build San Antonio Green® has been recognized at the local, state and national levels for the program's accomplishments. BSAG has won numerous awards including the prestigious **2009 "Green Building Program of the Year"** award by the National Association of Home Builders, the **2009 "Texas Environmental Excellence Award"** from the Texas Commission on Environmental Quality, San Antonio Water System's **Water-Saver Partner of the Year** in **2009,** the **2011 ENERGY STAR "Leadership in Housing Award,"** and most recently, **2013** National Association of Home Builders Green Award for **"Advocate of the Year – State/Local Government", and 2014 National Association of Home Builders "Advocate of the Year".**

BSAG has certified **5402 green projects** under our program to date, including **5336 single family new construction homes, 58 single family retrofit projects, and 8 multifamily projects**. This has resulted in the **prevention of more than 121 Million pounds of CO2 to date,** the equivalent of taking 10,032 cars off of the road for one year. In addition, the certified homes **have resulted in more than 9.7 megawatts of peak demand reduction.**

BSAG FY 2017-2018 Request for Funding
For the 2017-2018 budget year, BSAG is requesting **$85,000.00** from COSA as income to

support organizational operations and activities alongside the other BSAG Funding Partners. In the Council Consideration Request dated June 29, 2006 regarding COSA's Energy Conservation Plan, Goal 7 states that future funding to MPE be $ 50,000.00 per year or as recommended by COSA Staff. In 2015, BSAG merged with our sister organization, Solar San Antonio, and consolidated funding with Bexar County in the amount of $ 85,000.00, and also CPS Energy in the amount of $ 90,000.00. The City of San Antonio similarly committed $85,000.00 for 2017. In addition to organizational support, we also plan to bring in $100,000.00 through our programs, Certification and Bring Solar Home fees and membership, and $100,000.00 from fundraising events such as SPARC party and Solar Fest.

BSAG requests funding from the City of San Antonio to include in the BSAG FY 2017-2018 Budget to support organizational operations and activities that support the following:

1.) Certification of Green Projects through Build San Antonio Green™

Build San Antonio Green™ (BSAG) is a green building program that promotes conservation and efficiency, and was developed with input from partners and community stakeholders to support and encourage local rebates. BSAG works with the building and development community to implement green building, while also educating legislators and insurance groups to provide incentives for Green Building. BSAG is not only San Antonio's local green building program, it is also the only program that includes and encourages the UDC Neighborhood Patterns, SAWS Rebates and Landscape List, San Antonio Landscape Care Guide, CPS Energy Rebates and Net Metering Program, and The City of San Antonio's Tree Protection Ordinance.

Projects are certified green under the BSAG program through a quality review process, and include options for both new construction and retrofit of single family homes and multifamily buildings for above code performance. The BSAG New Construction program aligns with the CPS Energy Whole Home Rebate as an automatic compliance method, allowing Builders and Developers to build above code. The *Green Retrofit* program was launched in 2008, and is a comprehensive home renovation certification option with a focus on making home more efficient and healthier. Projects certified under this program must complete a list of Core Guidelines that include both prescriptive and performance requirements. The *Energy Retrofit* certification was developed in 2010 to offer additional options for homes that do not need extensive retrofit work in all five program areas but will still benefit from significant energy improvements. The program has seen very rapid growth and is likely to continue serving as an important certification option as demand for retrofit projects increases. By expanding the applications of BSAG program components, BSAG will work more closely with the Housing and Neighborhood Services Department on such programs as the Owner-Rehab. The G*reen* and *Energy Retrofit* programs provide easy-to-follow formats for retrofitting existing homes. Similar to Level 1 and Level 2 of the *Green Retrofit,* the *Energy Retrofit* is in a checklist format. Builders submit plans for review by the Build San Antonio Green staff and site visits are performed for all homes certified.

Builders entering the BSAG program receive ongoing training in green building techniques, and are required to attend Continuing Education Classes (CECs). BSAG's programs consist of detailed green building checklists. Member builders submit building plans and the BSAG checklist to the BSAG office, where they are reviewed for certification by BSAG Staff. Each green home built under approved specifications will earn a certificate showing the certification level and be provided with a Homeowners Manual containing operational information about the home.

BSAG requirements are based on traditional stick frame construction and prescribes strategies to reduce electrical and water consumption, utilize resources and materials in a more efficient manner, minimize impact on the site, and improve indoor air quality. It is geared toward volume builders and affordable developers, and has certified over 5000 projects to date.

Build San Antonio Green™ works to make green building affordable and thereby enticing to builders. To date Build San Antonio Green has certified more than 60 affordable homes: homes that cost $110,000 or less. BSAG services will enhance current City housing programming by expanding application of other program components. This will substantially increase the total percentage of BSAG homes in the "affordable homes" category, and demonstrate to other builders that green building is easy, accessible, and affordable.

Tasks:

- New Member Orientation Education of Builders
- Collection of pre-construction requirements and home submittal information
- Input home data in BSAG home's database
- Review of home plans to ensure compliance with BSAG requirements
- Conference with builder, architect, and/or subcontractor to further explore BSAG review process
- Site observations to verify several BSAG requirements including but not limited to insulation of water lines; duct sealing; on-site tree protection; construction waste management; ventilation of kitchen range hood to exterior; approved fireplace; installation of low-flow water fixtures and high efficiency toilets; and SAWS approved landscape.
- Meeting and/or conference with energy rater at construction site for initial energy audit where applicable
- Collection of verification documents for ENERGY STAR® qualified appliances and equipment
- Collection of post-construction documents such as ENERGY STAR® HERS Certificate and Home Report
- Issue of BSAG certification upon requirements' compliance
- Updates and revisions to BSAG Homeowner Manual to reflect programmatic changes
- Homeowner education through BSAG Homeowner's Manual
- Calculation of home's energy savings and emission reduction
- New program development and implementation

Performance Metrics: Performance will be measured by number of homes certified and Emissions and Energy savings calculations for demand reduction.

Population Served: 500 Families who are homebuyers, owners, or renters and the General Population through emissions reduction and energy conservation.

SA Tomorrow Sustainability Plan Focus Area: Energy Efficiency and Green Building & Infrastructure Focus Area Strategies hit are GB1, GB4, EN2, and EN8

Deliverable(s):

- Five hundred (500) projects certified in the New Construction & Retrofit Program(s)

2.) Develop and host Member Mixers for Networking and Recruitment

Build San Antonio Green will host two member mixers at certified homes in order to foster relationships between the various industry professionals and showcase how each of their businesses comes together to create the entire certified home. Over the years these mixers have allowed us to make connections between builders, developers, and vendors which have resulted in future projects that have additional green or energy saving features and utilize new building and solar technologies. Additionally, these mixers serve as an opportunity for us to recruit new members into our programs.

Staff will work in conjunction with member builders, affordable housing providers, and other local entities in the development and execution of these events. Specific affordable and market-rate houses will be targeted for "Green Open House" events throughout the year.
These events will serve to both showcase specific green certified projects and also bring different entities in the housing sector together in a collaborative effort to support the local green building industry

Tasks:

- Meetings with partners and other agencies to coordinate Member Mixer events
- Coordination with builders to find eligible homes
- Marketing and outreach to promote events
- Hosting Member Mixer events in collaboration with local partners

Performance Metrics: Performance will be measured by number attendees and members

Population Served: Average attendance is 50 which we hope to increase.

SA Tomorrow Sustainability Plan Focus Area: Energy Efficiency and Green Building & Infrastructure Focus Area Strategies hit are GB1 and EN6

Deliverable(s):

- At least two (2) Member Mixer events throughout the year

3.) Community Education:

BSAG will continue to reach out and educate the Community on the advantages of green building through educational workshops in an effort to encourage them to build green in San Antonio. These workshops will cover the Build San Antonio Green program specifically, educating the builders on each step of the process of certifying a home through the program as well as what specific construction practices must be followed in addition to other topics related to green building, such as solar energy, ENERGY STAR® for Homes, and specific techniques, practices, and materials. All workshops will present the Build San Antonio Green program as the best option for builders wishing to build green in San Antonio, and workshop topics will be tied into the program and its requirements.

The SA Next lecture series is an opportunity to showcase New Urbanism as it relates to the revitalization of Downtown, SA Tomorrow and the SA 2020 initiatives. It takes a look at what is coming next for our city from the leaders and innovators who are making the changes a reality. Past Topics have included Transportation: Lone Star Rail District and Uber, Water Conservation Efforts with SAWS and SARA, Urban Farming Trends, and more.

Workshops:

- Workshops about topics in green building, tied to Build San Antonio Green

SA Next:

- Lecture Series Installments may focus on the following topics:
    - Energy and Water Efficiency and Sustainability
    - Infill Development
    - Urban Planning and the City's Sustainability Plan
    - Transportation in a growing city
    - Green Space Alliance
    - Pop-up restaurants and the local Food Movement
    - Our emerging local Art and Music scene
    - Community Health Issues

Performance Metrics: Performance will be measured by number of attendees.

Population Served: Average Attendance for Workshops is 10-25 Industry Professionals. Average attendance at SA Next Lecture Series is 80 people and it is open to the public.

SA Tomorrow Sustainability Plan Focus Area: Energy Efficiency and Green Building & Infrastructure Focus Area Strategies hit are GB1 and EN6

Deliverable(s):

- Two (2) Green Building topics workshops

- Four (4) installments of SA Next Lecture Series

4.) Outreach Events:

BSAG will continue to educate the public about green building and the Build San Antonio Green program. Staff will encourage the public to ask their builder or remodeler if they are a member of the Build San Antonio Green program, and also why the BSAG program is the best choice for homeowners wishing to build or remodel a green home in San Antonio. This public education will be accomplished through appearances at events throughout the year.

Population Served: Both events are open to the general public/community at large however as we do not plan or administer these events we do not have an attendance count.

Outreach Events:
- City of San Antonio's Earth Day Celebration
- City of San Antonio Historic Homeowners Fair

5.) Plan and Administer the COSA 2018 SA Tomorrow Sustainability Awards
Build San Antonio Green works with our Partners to plan and administer the 2017 COSA Green Building Awards. The COSA Green Building Awards are an important service offered by the City of San Antonio to recognize noteworthy projects and innovations in the fields of green building and solar technology.

BSAG will plan and administer this event with specific tasks including the selection of a nomination committee; updating and refining the criteria for judges and selection of a judging committee; coordinating and managing the event and ceremony planning; and promoting the event and award ceremony.

Tasks:
- Selection of Nomination Committee
- Update and refine criteria for judges and assistance in selection of judging committee
- Coordinate and Manage Event Planning and Ceremony Operations
- Awards and Event Promotion

Performance Metrics: Performance will be measured by number attendees and participating entries.

Population Served: As we intend to combine this event with the annual Sustainability Forum we will be able to serve a larger population. The Sustainability Summit had an attendance of 400 people who had interests in the future sustainability initiatives for the City.

Deliverable(s):

- Selection of Nomination Committee Membership, committee meeting(s) with City staff and other stakeholders
- Selection of Judging Committee Membership, committee meeting(s) with City staff and other stakeholders
- MC event, manage PowerPoint presentations, invite media, manage seating, invite speakers, and handle event inquiries
- Marketing plan, promotions through various venues: e-blasts, presentations at various building industry meetings, committee meeting(s) with City staff and other stakeholders

6.) Solar Fest

Organize and hold annual Solar Fest. It is a free, fun, family event that acts as a one-stop information center for everything related to "going solar," energy efficiency, renewable energy, sustainability, CPS Energy rebates, federal tax credits, green job training, and green home building. In order to capture the widest possible audience for the informational aspects of this festival we will include live music and entertainment making it attractive to a wide demographic. In 2015 we doubled the size of Solar Fest to 8,000 people. We expect that it will be even bigger in the future!

Tasks:

- Selection of Date and Location
- Selection and Organization of presenting Vendors
- Coordination of Live Entertainment and Planning of Activities
- Marketing and Promotion of the Event
- Planning of Event

Performance Metrics: Performance will be measured by number vendors who participate and the number of attendees. We hope to continue to increase both of these numbers in 2018.

Population Served: Solar Fest serves the community at large. In 2016 we had 8,000 attendees and 90 vendors participate. Because attendees do not purchase tickets we do not have demographic data at this time.
SA Tomorrow Sustainability Plan Focus Area: Energy Efficiency and Green Building & Infrastructure Focus Area Strategies hit are EN4 and EN6

Deliverable(s):

- Solar Fest Event

7.) Bring Solar Home

Bring Solar Home has been a program created with the sole purpose of connecting customers with solar installers. People interested in getting solar panels for either residential or commercial installations could visit the website http://bringsolarhome.com/ and fill out an online form. Once they

have submitted that form, we forwarded their information to 3 solar installing companies that might best fit their needs based on the information they provided on the form. The solar installers will then proceed to contact the customer in return and that is when the solar installer will do a site visit and come up with a proposal for the customer based on the home's energy needs. Our program is geared for those who want to go solar but don't know exactly where to start. In a way, we do the searching for them.

We continue to update the program to provide more options for those that are interested in solar energy. The concept for our main Bring Solar Home program for private ownership will remain the same, but we have added two additional programs that include CPS's Roofless Solar Program and the Rooftop Hosting Program to make sure that our program is helping going solar more accessible to a broader audience. Our new and re-designed website is a one-stop information center where customers interested in going solar can not only sign up for whatever program that best fits their needs, but they can also find information about CPS's incentives and rebates, some frequently asked questions, as well as contact information of the solar installers that are part of our program. Our ongoing updates have now also included a platform to better educate interested solar candidates with a new layout including "Learn," "Decide," and "Apply."

We work with CPS Energy, local solar installers, and financial institutions to simplify the process of "going solar." We hope to increase the number of solar installations in San Antonio by bridging the gap between consumers and industry professionals and by educating the public about solar. As an additional service to the City as a partner we will provide a basic desktop review of City of San Antonio Buildings to determine if they seem to be a good candidate for solar. We will provide our findings, help facilitate an installation through our bring solar home installers and solar concierge program.

Tasks:

- Provide a resource for the public to find out information relating to CPS Energy options, rebates, and incentives.
- Connect homeowners to resources for Solar Energy
- assess if their home qualifies for Solar Options
- Market the Bring Solar Home Program

Performance Metrics: Performance will be measured by number of applications received for 3 free quotes, the number of contracts signed, cost per watt, and size and location of systems. (For the other two simply solar options, we are helping to promote them but we are not part of the tracking and progress for success so collection of data and success of these programs is outside of our ability to control or track accurately.)

Population Served: We will be focused on helping 200 or more families to purchase solar through our Private Ownership path.

SA Tomorrow Sustainability Plan Focus Area: Energy Efficiency and Green Building &

Infrastructure Focus Area Strategies hit are EN4, EN6, and EN8

Deliverables:

- Administration of Bring Solar Home Program & Website
- Dispatch Installers for 3 Free Quotes to 200 Families

TOTAL FUNDING REQUEST _ $ 85,000.00

Through funding support of BSAG, the City of San Antonio and broader community benefit from less strain on utility supplies, infrastructure costs (including storm-water abatement in some cases), and from making a smaller impact on the burgeoning urban heat island effect through green building Strategies. Communities that consist of a high percentage of green built homes, businesses, and industries benefit from less expenditure on expanded infrastructure, thereby being able to encourage new growth with reduced cost related to servicing the growth. Certification of green homes also encourages the growth of green jobs in our community.

Benefits include reducing the peak load for CPS Energy's system. As energy rates increase, this program makes more financial sense than ever. The City Council's Green Roundtable has identified the Build San Antonio Green program as the preferred vehicle for providing these services. BSAG is also listed as a leading program in meeting future sustainable development goals, as identified in the SA 2020 plan. As our program grows we are also aligned to assist in meeting sustainability goals as outlined in the SA Tomorrow initiative. In addition, CPS Energy has identified residential green building through BSAG to be a very cost-effective energy conservation strategy.

BSAG Deliverables Breakout for COSA Operations Contract 2017- 2018	
Task 1: Certifications through BSAG®	Budgeted
Deliverables	
1. Projects certified through BSAG® (500)	$44,804.00
	$44,804.00
Task 2: Develop & Host Green Open House Events f/BSAG Cert Homes	
Deliverables	
2. Hold "Green Open House" Events (2)	$4,216.46
	$4,216.46
Task 3: Community Education	
Deliverables	
1. Builder Green Building Topics Workshops (2)	$2,000.10
2. SA Next Lecture series (4)	$4,010.68
	$6,010.78
Task 4: Outreach Events	
Deliverables	
1. City of San Antonio Historic Homeowners Fair - August	$500.67
2. COSA's Earth Day Celebration - April	$500.67
	$1001.35
Task 5: Plan & Administer Annual Green Building Awards	
Deliverables	
1. Selection of Nomination Committee	$57.60
2. Update & Refine Award Criteria/Assist in Judge Selection	$57.60
3. Coordinate & Manage Event Planning/Ceremony Operations	$4,085.70
4. Awards & Event Promotion	$810.02
	$5,010.92
Task 6: Solar Fest	
Deliverables	
1. Execution of the Event	$16,641.79
	$16,641.79
Task 7: Bring Solar Home	
Deliverables	$7,314.70
1. Administration of Bring Solar Home Program and Website	**$7,314.70**
	$85,000.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	**CONTACT NAME:** (SA) Sue Espinoza **PHONE (A/C, No, Ext):** 210-249-2330 **FAX (A/C, No):** **E-MAIL ADDRESS:** sue.espinoza@worthaminsurance.com
INSURED Metropolitan Partnership for Energy Build San Antonio Green 118 Broadway, Suite 232 San Antonio TX 78205	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Insurance Company — 10677 **INSURER B :** Texas Mutual Insurance Company — 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 37568048 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ETD0381960	4/13/2017	4/13/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			EBA0381960	4/13/2017	4/13/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001306549	4/13/2017	4/13/2018	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $1,000,000 $ $1,000,000 $ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of San Antonio
PO Box 839966
San Antonio TX 78283

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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STATE OF TEXAS

COUNTY OF BEXAR **FUNDING AGREEMENT**
SAN ANTONIO ZOOLOGICAL SOCIETY

CITY OF SAN ANTONIO

This Agreement (the "Agreement") is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. _____dated September _____, 2017, and the San Antonio Zoological Society, (hereinafter referred to as "Zoo").

RECITALS

WHEREAS, the Zoo has leased property within Brackenridge Park since 1959, and has operated and maintained the San Antonio Zoo as a major attraction and educational facility for the benefit of citizens and tourists since that time; and

WHEREAS, pursuant to Ordinance No. 2008-08-07-0644, the City and Zoo entered into a Lease Agreement for the facility at Brackenridge Park through May 9, 2033; and

WHEREAS, pursuant to Ordinance No. 2016-09-15-0963, the City provided funding of $306,597.00 for one (1) year to the Zoo through a Funding Agreement for the operation of the San Antonio Zoo; and

WHEREAS, the Department of Parks and Recreation is designated as the managing City Department for this Funding Agreement on behalf of the City; and

WHEREAS, the City has adopted a budget for expenditure of Hotel Occupancy Tax funds, and included therein is an allocation of $306,597.00 in funds for the operation of the San Antonio Zoo (hereinafter referred to as "Project" or "Program");

NOW THEREFORE FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. The Zoo will operate and open to the public a zoo of a like quality and similar operating hours as it has historically done, and carry out all activities and services in a manner satisfactory to the Association of Zoos and Aquariums and in compliance with the budget submitted and attached as Exhibit A.

2. In consideration, the City will pay Zoo, as requested by Zoo from time to time for those certain expenditures set out in Exhibit A attached hereto an amount, which, in aggregate will not exceed the amount of $306,597.00 (the "Funds").

3. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2017 and shall terminate on September 30, 2018.

   (a) The Zoo understands that this Agreement will terminate as provided in this Section, and that there is no guarantee of renewal for the following fiscal year.

4. All Funds and accounts into which the Zoo may deposit the Funds will be subject to audit and review according to the City Operational Guidelines and City of San Antonio General Provisions. The City's Department of Parks and Recreation will have the authority to perform all such accounting functions or delegate all or part of the responsibility to the Zoo.

5. The Zoo shall be required to furnish the Parks and Recreation Department an audited financial statement for the budget line items funded by or through the City as set out in Exhibit A, prepared by an independent auditor (CPA) within one-hundred and twenty (120) days of the close of the Zoo's fiscal year or

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termination of this Agreement. In addition to the audited financial statements or program-specific audit(s), a copy of the management letter (Report on the Conduct of Audit) should be submitted.

The financial disclosure to be provided by the Zoo to the City under the terms of the Lease shall be deemed sufficient to meet this requirement, however, the financial statements must be accompanied by a schedule of receipts and disbursements by budgeted cost category for each of the line items to be funded by or through the City as listed in Exhibit A.

Zoo shall also ensure that a copy of the audited financial statements and any management letter be sent from the office of the independent auditor directly to the City of San Antonio, Office of the City Auditor with a copy to the Department of Parks and Recreation.

6. Payment and financial transactions shall be as follows:

(a) payments shall be made upon receipt of billing from the Zoo;

(b) Zoo agrees that all requests for reimbursement shall be accompanied with documentation stating where requested funds are allocated in Exhibit A, in a manner as may be reasonably required by the Department of Parks and Recreation;

(c) final request for payment must be submitted to the City not later than sixty (60) days after the contract end date;

(d) an accounting system which accurately reflects all costs chargeable (paid and unpaid) with the Funds is mandatory. A Receipts and Disbursements Ledger of paid invoices relating to the matters set out in Exhibit A must be maintained which will reflect paid invoices revealing check number, date paid and evidence of goods or services received;

(e) all records and files on matters funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of the City or the State or Federal Government, and shall continue to be so available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, the Zoo shall retain the records until the resolution of such litigation or audit.

(f) City shall not be obligated to any third parties (including any subcontractors of the Zoo);

(g) Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Zoo for failure to comply with this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Zoo is not in compliance with this Agreement.

7. The City's Department of Parks and Recreation is assigned monitoring, fiscal control, and evaluation of the Zoo's use of Funds as set out in Exhibit A. Therefore, at such times and in such form as may be required, the Zoo shall furnish such statements, records, data, and information and permit such interviews with personnel and board members pertaining to the matters covered by this Agreement.

8. Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any audit, the Zoo will refund such amount to the City. The Zoo further authorizes the City to deduct such amount or charge as a claim against future payments.

9. The Zoo warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the sums to be paid under the terms of

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this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

10. The Zoo agrees that neither the program nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or in any extent engaged in the conduct of political activities in violation of its tax-exempt status. Prohibited activities include, but are not necessarily limited to, the assignment by the Zoo of any employee in the agency to work for or on behalf of a political activity, to take part in voter registration activities, to provide voters and prospective voters with transportation to the polls, or to participate in partisan political activities, such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

11. The Zoo agrees that under no circumstances will the Funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity.

12. The Zoo agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

13. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Zoo and evidenced by passage of a subsequent City ordinance, as to City's approval.

14. The Zoo shall not assign or transfer the Zoo's interest in this Agreement without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person or party.

15. For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	**ZOO**
Director	Executive Director
Department of Parks and Recreation	San Antonio Zoological Society
P.O. Box 839966	3903 N. St. Mary's Street
San Antonio, Texas 78283-3966	San Antonio, Texas 78212-3199

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

16. No elected official, director, officer, agent or employee of City or Zoo shall be charged personally or held contractually liable by or to the City or the Zoo under any term or provision of this Agreement, or because of any breach thereof, or because of its or this execution, approval, or attempted execution of this Agreement.

17. The Zoo will adhere to City of San Antonio policies and procedures, as they now exist or as they may subsequently be adopted, in all respects, so that Zoo's policies will be no more liberal than the City of San Antonio's policy and procedures. These are highlighted in Operational Guidelines and General Provisions for the City of San Antonio Funded Projects, and may be amended from time to time to reflect any subsequent Operational Guidelines and General Provisions incorporating City policies and procedures.

18. 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 City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or

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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 this 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.

19. Should the Zoo fail to fulfill obligations under this Agreement in a timely and proper manner, and (i) it shall not correct any such failure within sixty (60) days following the date the City provides the Zoo of written notice of such violation, or (ii) if such default cannot be reasonably cured within sixty (60) days of such notice, if the Zoo has failed to begin to cure such matter within the sixty (60) day period and diligently pursue such cure thereafter, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Zoo of such termination and specify the effective date thereof. The Zoo shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final.

20. All of the work performed under this Agreement by the Zoo shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the CITY OF SAN ANTONIO and County of Bexar.

21. 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.

22. Non-Discrimination: As a party to this Agreement, the Zoo 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.

23. Conflict of Interest:

(a) 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 Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

(b) Consultant warrants and certifies as follows:

- (i) Consultant and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Consultant has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

(c) Consultant acknowledges that City's reliance on the above warranties and certifications is reasonable.

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

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25. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or agreements, either oral or written.

In witness of which this Agreement has been executed effective the _____ day of _____, 20___.

CITY OF SAN ANTONIO:

_____
Xavier D. Urrutia, Director
Parks and Recreation Department

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

SAN ANTONIO ZOOLOGICAL SOCIETY:

_____
Tim Morrow, CEO/Executive Director
San Antonio Zoological Society

Exhibit A: Use of Grant Proceeds Fiscal Year 2018
Exhibit B: SBEDA Ordinance Compliance Provisions

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FY 2018 ARTS & CULTURAL AGENCY FUNDING
Funding by Agency Category
FY 2018 Adopted Budget

Program/Agency Name	Adopted FY 2018
CULTURAL ARTS OPERATIONAL - LIVE PERFORMANCES	
Alamo City Opera Piccola	$37,000
ARTS San Antonio	237,000
AtticRep	17,000
Ballet San Antonio	81,000
Cactus Pear Music Festival	64,000
Chamber Orchestra of San Antonio	21,000
Children's Chorus of San Antonio	109,000
Children's Fine Arts Series	28,000
Guadalupe Cultural Arts Center	339,000
Jump-Start Performance Company	51,500
San Antonio Chamber Choir	11,500
San Antonio Choral Society	13,500
San Antonio Dance Theatre (Metropolitan Ballet)	40,000
San Antonio International Piano Competition	13,000
SOLI Chamber Ensemble	17,000
Symphonic Music for San Antonio (Formerly Symphony Society of San Antonio)	614,000
The Classic Theatre of San Antonio	30,000
The Magik Children's Theatre	247,000
The Opera San Antonio	125,000
The Playhouse San Antonio	151,500
Woodlawn Theatre	90,000
Youth Orchestras of San Antonio	182,000
Total Live Performances	**$2,519,000**
CULTURAL ARTS OPERATIONAL - MUSEUMS	
Artpace, Inc.	$269,500
Contemporary Art for San Antonio (Blue Star)	188,000
National Western Art Foundation (Briscoe Western Art Museum)	100,000
San Antonio Children's Museum (DoSeum)	200,000
San Antonio Museum of Arts	347,000
Southwest School of Arts	321,000
Witte Museum	567,000
Total Museums	**$1,992,500**
CULTURAL ARTS OPERATIONAL - COMMUNITY GROUPS	
American Indians in Texas-Spanish Colonial Missions	$51,500
Bihl Haus Arts	90,000
Centro Cultural Aztlan	110,000
Conjunto Heritage Taller	19,000
Dreams Fulfilled Through Music	14,000
Esperanza Peace and Justice Center	276,000
Gemini Series - Gemini Ink	114,000
Inspire Community Fine Art Center	41,000

FY 2018 ARTS & CULTURAL AGENCY FUNDING
Funding by Agency Category
FY 2018 Adopted Budget

Program/Agency Name	Adopted FY 2018
CULTURAL ARTS OPERATIONAL - COMMUNITY GROUPS (CONTINUED)	
Musical Bridges Around the World, Inc.	66,000
San Anto Cultural Arts, Inc.	103,000
SAY Sí	223,000
The Network of Young Artists	38,000
Urban-15 Group	118,000
Total Community Groups	**$1,263,500**
FESTIVALS	
Anuja San Antonio	$9,500
Avenida Guadalupe Association	2,000
Japan America Society of San Antonio	2,000
San Antonio Public Library Foundation	47,500
Texas International Folk Dancers	5,500
Total Festivals	**$66,500**
ARTIST REGRANTING	
National Association of Latino Arts and Culture	$30,000
San Antonio Artist Foundation	30,000
Total Artist Regranting	**$60,000**
ADDITIONAL ARTS FUNDING ALLOCATIONS	
Centro de Artes	$150,000
Cultural Plan	75,000
Organizational Development & Mentoring Program	75,000
Sister Cities	100,000
Technical Assistance	10,000
Travis Park	18,400
Total Additional Arts Agency Funding Allocations	**$428,400**
Total FY 2018 Arts & Cultural Agencies Allocations	**$6,329,900**

Contract Number SAP Contract Number

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT**
WITH
Agency Name

CITY OF SAN ANTONIO *

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through Executive Director for Department of Arts and Culture pursuant to Ordinance No. 2017-09-14-XXXX dated September 14, 2017, and the Agency Name (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Arts and Culture is designated as the managing City department (hereinafter referred to as "DA&C") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Operational Support*** (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The Parties agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program

Statement, Performance Plan and Allowable Costs List**,** affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Amount	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***October 1, 2017*** and shall terminate on ***September 30, 2018.***

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. The receipt of funds under this Contract does not guarantee Contractor funds in subsequent fiscal years.

2.3 Contractor understands that City will not disburse initial funds under this Contract until Contractor has submitted final report with metrics, all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration of contract obligations, under this Contract, City will pay Contractor for expenses incurred in accordance with the Allowable Costs that are identified as part of **Attachment I** to this Contract. It is specifically agreed that payment hereunder shall not exceed Amount.

3.2 The funding level of this Contract is based on the allocation awarded to DA&C by the City of San Antonio. The allocation is based on an appropriation for the Category - ***Operational Support*** and DA&C's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. Funds received under this Contract are from the City's Hotel Occupancy Tax collections. It is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the City of San Antonio City Council approved Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required in accordance with the City's Arts Funding guidelines. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2016 - 2017 Funding Process.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees that City's liability hereunder is limited to making payments for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract ("Allowable Costs.") Allowable Costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under this Contract and as further defined in accordance with **Attachment I**. Funding provided under this Contract may be used for any or all of the Allowable Costs set forth in **Attachment I** and all requested payments must be consistent with the terms and provisions described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for payment as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule")**:**

October - Initial disbursement of 40% upon receipt of all required documents, as identified in **Attachment II**, which is attached and incorporated for all purposes, and an invoice by the 10th of the month.

January – Second disbursement of 50% upon receipt of Contract Monitoring Report and a Detailed Listing of Expenditures, utilizing the forms in **Attachment III**, which is attached and incorporated for all purposes, and

support materials (including copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses) for all expenditures claimed to date, and an invoice by the 10th of the month.

Final disbursement of 10% upon closeout, no later than the 30th September, of Contract which includes, but is not limited to: 1) receipt of final Contract Monitoring Report, 2) receipt of support materials (including copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses) for all expenditures claimed to date, 3) verification of required match and 4) an invoice.

(C) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the Contract, as determined by the sole discretion of the Executive Director of DA&C, funds not yet received under this Contract shall convert to a reimbursement schedule, as determined by the Executive Director of DA&C, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DA&C may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry; such changes shall not necessitate an amendment to this Contract.

4.4 Contractor agrees that all requests for disbursement shall be accompanied with documentation as may be required by the Executive Director of DA&C.

4.5 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.6 Contractor shall maintain a financial management system, and acceptable accounting records that provide for**:**

(A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article **VIII** of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate identification of the source and application of funds for City-sponsored activities and Allowable Costs under this Contract. Such records shall contain information pertaining to City funds, required City authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other City-owned assets. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual expenditures with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the disbursement of funds from City and the expenditure of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP] (Standard system for all delegate agencies) and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each Allowable Cost is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.7 Contractor agrees to comply with the following check procedures:

(A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or 'bearer' with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from DA&C to exceed such limit. Such requests for petty cash must be supported by the submission to DA&C of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency or City Department, and Contractor warrants that each invoice submitted for payment does not include any costs paid for by another funding source or submitted for payment to any other funding source.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds must be returned by Contractor to City within 10 days.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DA&C may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; or any other source of Contractor generated income resulting from fees charged or services

rendered to other outside sources, usage or rental/lease fees; income produced from contract-supported services of individuals or employees, or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract.

5.2 Contractor shall provide DA&C, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, place and City Council district of all activities, number of attendees, number of volunteers, admission fee(s) and other charges that generated program income.

5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.4 Under the provisions and of this Contract, Contractor shall be permitted to retain such program income to be added to the Project and used to further eligible Project and/or Contractor objectives.

5.5 Contractor shall include Sections 5.1 through 5.4, in their entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 In the event that any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager or Executive Director of DA&C, as representative of City, shall have the final authority to render or secure an interpretation. Said interpretation shall become the final governing authority to dispute resolution and shall be appropriately conveyed to the Parties

VII. AUDIT

7.1 (A) If Contractor expends $250,000.00 or more of City dollars, then during the term of this Contract, Contractor is required to complete an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to

furnish DA&C a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is $250,000.00 or more, then Contractor further agrees to provide a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources. If applicable, Contractor's failure to comply with Section 7.1(a) may result in the loss of funding in future years.

(B) If Contractor expends less than $250,000.00 of City dollars, then during the term of this Contract, Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement. If applicable, Contractor's failure to comply with Section 7.1(b) may result in the loss of funding in future years.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements consistent with the Allowable Cost categories for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs, and said reviews and/or audits resulted in findings of accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DA&C within ten (10) days of Contractor's receipt of the report.

7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity, books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make copies of excerpts, transcripts, books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all other non-City executed contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

7.4 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City, Contractor shall be notified by City and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been paid be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DA&C may, instead, deduct such claims from subsequent payments; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. If DA&C elects to deduct such claims from subsequent payments, during such time, Contractor is forbidden to reduce Project expenditures or agreed upon performance measures

under this Contract. Contractor must also use its own non-City funds to maintain the Project and to comply with any and all agreed upon performance measures under this Contract.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

7.6 Contractor shall input all information required by City into City's required reporting software system.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DA&C is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DA&C, Contractor shall furnish to DA&C, if applicable, such statements, records, data, and applicable information and documents. Contractor shall permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

8.2 Contractor shall submit to DA&C such reports as may be required by City, including the Contract Monitoring Report form and Detailed Listing of Expenditures **as set forth in Attachment II,** in a form directed by City. Said reports are to be submitted to DA&C no later than the 10^{t} day of January, July and upon closeout.

8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business**:** 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DA&C, unless required to do so by a court of competent jurisdiction. Under said circumstances, the Director for DA&C shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project or any part of the Project, for commercial or non-commercial purposes, the Parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City.

8.7 Prior to execution of Contract document, Contractor shall provide to DA&C all information requested by DA&C relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:

(A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractor's board will become part of Contractor's Project records; and shall be submitted within ten (10) days after board approval.

(E) Board Agenda, must be submitted at least five (5) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

IX. INSURANCE

9.1 Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Department of Arts and Culture, which shall be clearly labeled "***Operational Support***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number with an original copy mailed to the Department of Arts and Culture and emailed to assigned Contract Officer. 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 Department for Arts and Culture. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

9.2 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.

9.3 A contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed**:**

TYPE	AMOUNTS
Broad Form Commercial General Liability Insurance to include coverage for the following**:** a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

9.4 City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the

limits required by City, 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 or the underwriter of any such policies). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Department of Arts and Culture
ATTENTION: Contract Manager
115 Plaza de Armas
San Antonio, Texas 78205

9.5 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name City and 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 City
- Provide for an endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance, or terminate the remaining terms of this contract, 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.

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

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

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

9.10 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 City shall be limited to insurance coverage provided.

9.11 Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR 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.

10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.3 CONTRACTOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

10.4 <u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

10.5 <u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time.

11.2 Non-Discrimination**.** As a party to this contract, Contractor understands and agrees to comply with the City of San Antonio *Non-Discrimination Policy* 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. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for, are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of**:**

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DA&C upon written request form 990, 990N or 990T.

11.4 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement. City relies on Contractor's verification. If found to be false, City may terminate this Agreement for material breach, without providing the opportunity to cure.

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

12.3 Contractor 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.

12.4 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 Contract shall**:**

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

12.5 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 Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

12.6 Contractor warrants and certifies as follows:

(i) Contractor and its officers, employees and agents are neither officers nor employees of City.

(ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

12.7 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

XIII. TERMINATION

13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this

Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold payments in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Under applicable Texas Unclaimed Property laws, Contractor shall remit any such unpaid funds to the State of Texas, Comptroller of Public Accounts; https://mycpa.cpa.state.tx.us/up/Search.jsp .

13.5 Contractor must be designated and remain in good standing with the State of Texas as a 501(c)(3) organization during the term of this Contract. If during the course of this Contract, the Contractor's 501(c)(3) status is no longer in effect, the City shall consider that change as grounds for suspension or termination of this Contract.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following**:**

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel, paid out of City funds, with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to DA&C. Contractor shall list the name and number of a contact person from DA&C on the statement that Contractor's personnel can call to report said violations.

14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, payments to Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.

14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XV. PERSONNEL MANAGEMENT

15.1 Contractor shall promptly inform (within 5 business days) City of any key employee status changes, whether or not such positions are funded under this Contract. Said key employees are defined as Executive Director, Artistic Director, Program Manager, Administrator, Chief Financial Officer (CFO), and Chief Executive Officer (CEO).

15.2 Contractor shall provide City with its hours of operation no later than October 31, 2017. Contractor shall promptly inform the City if any change is made to its daily schedule.

15.3 Contractor shall have a salaried full-time or part-time manager (Part time is defined as one who works at least 20 hours per week), compensated at least a federal minimum wage) who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description at the time of contract negotiation.

15.4 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

15.5 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for payments under this Contract. Contractor shall provide City with a list of all agency Board approved holidays upon execution of this Contract.

15.6 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City, upon request, any salary or range increase/decrease, to include total dollar amount of said increase or decrease of salary, for City funded personnel positions.

15.7 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position within the organization.

15.8 Upon request, the Contractor agrees to provide City with the names and licensed registration(s), if applicable, of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

15.9 At the sole discretion of the Executive Director of DA&C, Contractor may be paid by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below**:**

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral in accordance with Contractor's Board approved policies and procedures; and

(D) To attend seminars or workshops relevant to supporting or improving organization's overall operational performance.

15.10 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

15.11 Contractors providing performance pay for City-funded employees must perform annual employee appraisals which shall be made available to City upon request.

15.12 Contractor's primary and secondary contacts for this Contract are:

Agency Executive Director Name / Executive Director Title
Secondary Contact Name / Secondary Contact Title

_____

Such individuals have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify

the City upon any change in contact information within 5 business days of the change.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Contractor agrees to comply with the following provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and

(B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

XVII. CITY-SUPPORTED PROJECT

17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department of Arts & Culture" and by utilizing the official GetCreativeSanAntonio logo as provided by the DA&C. The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City. Additionally, contractor's website shall include a hot link to www.getcreativesanantonio.com home page.

17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for payment by City.

17.5 Contractor shall have all City-supported programs, events and services open to the public and said venues must be accessible in accordance with the 1990 American Disabilities Act (ADA) compliance.

17.6 All City-supported events must take place within the City of San Antonio city limits.

XVIII. SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DA&C's Arts Agency Contracts**:**

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make DA&C aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation of artwork. Contractor acknowledges that the location of some or all of the artwork created through a Project on City property may necessitate future removal or relocation that may subject such artwork to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation, if practical and economically feasible, as determined by City, in its sole discretion, will occur in conformity with the guidelines and review requirements listed in the City's Public Art Policies and Procedures. Contractor agrees that a City decision made under this paragraph regarding if, when, and how, to remove such artwork is final.

Contractor hereby expressly consents to both the installation and removal of any and all artwork contained in the Project and thereby expressly waives his/her Moral Rights to such artwork. It is agreed that if such artwork is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, that artwork may not thereafter be referred to as "a Project by Contractor."

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XX. ASSIGNMENT

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXI. AMENDMENT

21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of DA&C shall have the authority to execute an amendment of this Contract without the necessity of seeking any further

approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances**:**

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $50,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection, during the term of this Contract, shall not exceed the foregoing amount;

(B) modifications to the Performance Plan set forth in **Attachment I**, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I**;

(C) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DA&C;

(D) adjustments to the funding awarded under this Contract in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and

(E) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (D) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Contract by such amendment.

XXII. SUBCONTRACTING

22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by 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 Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor**,** for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

23.1 For purposes of this Contract, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

City of San Antonio
Department of Arts & Culture
Attention: Contract Manager
115 Plaza de Armas, Suite 102
San Antonio, Texas 78205

Contractor:

Agency Executive Director Name / Executive Director TitleAgency Name
Agency Street Address
Agency City
Agency Zip Code

_____

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days prior to the change.

XXIV. VENUE

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXV. GENDER

25.1 Words of any gender used in this Contract 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.

XXVI. AUTHORITY

26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c) (3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide DA&C verification of the foregoing requirements no later than the execution date of this Contract.

XXVII. INDEPENDENT CONTRACTOR

27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 Nothing contained herein shall be deemed or construed by the Parties 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.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

XXVIII. SEVERABILITY

28.1 If any clause or provision of this Contract 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 City, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract 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 that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXIX. ENTIRE CONTRACT

29.1 This Contract and its attachments constitute the entire and integrated Contract between the Parties and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____

Executive Director
Department of Arts and Culture

CONTRACTOR:

_____

Agency Executive Director Name / Executive Director Title Agency Street Address Agency City, Agency Zip Code

Approved as to Form:

_____

City Attorney

Board President:

_____

(*If required by Contractor*)

ATTACHMENTS

Attachment I – Program Statement, Performance Plan and Allowable Costs List

Attachment II – Required Documents

Attachment III -- Contract Monitoring Report and Detailed Listing of Expenditures

Attachment I
Program Statement, Performance Plan and Allowable Costs

Additional information to be included upon execution

OPERATIONAL CONTRACTS
ALLOWABLE COSTS - FY 2018

Personnel Section

1. Salaries and Benefits

Contractual Services

1. Professional Services Contracts
2. Artist Fees

Supplies, Materials & Computer Software

1. To support overall operations of agency

Rental

1. Facility
2. Equipment

Non-Professional Services

Advertising - Marketing - Printing

Liability Insurance

Utilities (Gas & Electricity, Telephone-Internet, Water)

Attachment II
Required Documents

- 501 (c) (3) Designation – IRS Tax Exempt Letter
- Attachment I
    - Program Statement
    - Performance Plan
- Budget
- Performance Plan Event Description
- Accord Insurance Certificate with Endorsements
- Tourism Impact Statement – List of Scheduled Activities that promote the tourism industry.
- Roster of Current Board Members (Note those who donate)
- Current Bylaws & Charter
- Anticipated Board Meeting Schedule for FY 18
- Current Financial Statements/Audit
- IRS 990, 990T or 990N
- Contact Information for two (2) Organizational staff members and/or authorized Board representative
- Salaried full or part-time manager/administrator
    - Job description
    - Number of work hours/schedule
- Organizational Chart – Indicate Full or PT staff that are City-funded
- Agency Holiday Schedule
- Agency Days and Hours of Operation

Attachment III

Contract Monitoring Report and Detailed Listing of Expenditures

Cultural Arts Operational Support
Detailed Line Item Budget
Fiscal Year 2018

Agency Name:

Program Title: FY 17 Operational Support

Contract #:

	Line Item	City Amount	Cash Match	Total Outside Funding	TOTAL
1.	Personnel Section				$0
2.	Contractual Services*				$0
3.	Supplies, Materials & Computer Software				$0
4.	Rental				$0
5.	Non-Professional Services				$0
7.	Advertising - Marketing - Printing				$0
8.	Liability Insurance**				$0
9	Utilities (Gas & Electricity, Telephone-Internet, Water)				$0
	Total	$0	$0	$0	$0

This document must be submitted with each invoice.

Cash Match may change within the rows but the Total dollars must remain the same.

Note: Contract does not allow for reimbursement of the purchase of equipment or Capital Improvement

9/21/2017

FY2018

Detailed List of Expenditures

Part III-Invoice

9/21/2017

Agency: _____ **Contract #:** _____

Program: _____ **PO#** _____

Invoice #: _____ **Date:** _____

ATTENTION: Contract Manager

(1) and (2) define-see below for instructions

					City Amount (Hotel/Motel)	Cash Match (2) (Agency Income)	In-Kind (1) (Donation)	Total (All)
1. Personnel	**Position Title, Name of Employee**	**Pay Period**		**Ck. No.**				
					$ -		$ -	$ -
						$ -	$ -	$ -
					$ -	$ -		$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
								$ -
								$ -
								$ -
								$ -
								$ -
				PERSONNEL TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
2. Contractual Services								
		Vendor	**Invoice#**	**Ck No.**				
	Contractual Artistic Services							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Contractual Technical Support Services							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Contractual Administrative Support Services							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Professional Contract Services							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Temporary Services							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Other Cotnractors (Itemize)							
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
				Contractural Services Subtotal	**$ -**	**$ -**	**$ -**	**$ -**
3. Supplies & Materials & Software (Itemize)								
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
								$ -
					$ -	$ -	$ -	$ -
				Supplies & Materials & Software Subtotal	**$ -**	**$ -**	**$ -**	**$ -**
4. Rental								
		Vendor	**Invoice#**	**Ck No.**				
	Office Space				$ -	$ -	$ -	$ -
	Venue Space				$ -	$ -	$ -	$ -
	Program Equipment				$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
				Rental Subtotal	**$ -**	**$ -**	**$ -**	**$ -**
5. Non-Professional Services								
	Description	**Vendor**	**Invoice#**	**Ck No.**				
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
				Non-Professional Services Subtotal	**$ -**	**$ -**	**$ -**	**$ -**
6. Advertising-Marketing-Printing								
	Description	**Vendor**	**Invoice#**	**Ck No.**				
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
				Advertising-Marketing-Printing Subtotal	**$ -**	**$ -**	**$ -**	**$ -**

FY2018

Detailed List of Expenditures

Part III-Invoice

9/21/2017

7. Liability Insurance								
	Description	Vendor	Invoice#	Ck No.				
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
				Liability Insurance Subtotal	***$ -***	***$ -***	***$ -***	***$ -***
8. Utilities								
	Description	Vendor	Invoice#	Ck No.	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
	Gas & Electricity				$ -	$ -	$ -	$ -
	Telephone-Internet				$ -	$ -	$ -	$ -
	Water							$ -
					$ -	$ -	$ -	$ -
				Utilities Subtotal	***$ -***	***$ -***	***$ -***	***$ -***
9 Total City Allocation					***$ -***			
10 Total Cash Match						***$ -***		
11. Total In-Kind Match							***$ -***	
12. Total City Allocation, Cash Match and In-Kind Match								$ -

13. TOTAL CITY ALLOCATION INVOICE	$ -	$ -

% of Match (3)	**#DIV/0!**
14. Total Agency Funding	**ENTER TOTAL FUNDING (Other than CoSA Funding) HERE**

(1) Define In-kind (For City purposes In-Kind allowable (Rentals, Professional Services & Non-Professional Services)

Documentation - Utlizing the space provided below and by Budget Section, clearly define the in-kind contribution, the source, and the valuation method.

Project Support only: Cash match **(2)** and In-kind should be necessary and reasonable for implementing the Project.

Budget Section	
1	
2	
3	
4	
5	
6	

In-Kind amount must be constant if this changes an ammendment to the contract is needed. If the type of in-kind changes or if additional in-kind sources will be used during the contract period, highlight changes in this Detailed list of expenditures.

(3) % of Match

Agencies with Arts & Cultural Budgets:	CITY to Non-City Match Ratio	% of Match	Cash Match and/or In-kind up to 50% in-kind Community Based Organizations Only. All others Cash Only
Up to $800,000	1:1	50%	
$800,000 to $2 million	1:2	33%	Cash Match Only
Over $2 million	1:3	25%	Cash Match Only

Contract Monitoring Report (Quarterly)
Part 1
Fiscal Year 2018

Agency Name:
FY 18 Cultural Arts Operational Support

Contract Number:

Enter events for which you are requesting CITY funding in the top section and all

Events/Location(s)	Month(s) of Service	# of Events	Council District	*Approx. # of Participants*	*Approx. # of Volunteers*	Admission Price
Performances						
Exhibits						
Workshops						
All Other Events						
Total Events		0		-		

Total Events:
Total Part.:
Total Prog. Income:

Attachment 26 - FY 2018 Budget Ordinance

AGENCY CMR Report (PART 2)

Department of Arts & Culture

2018 Qtr: _____ Date Received _____

Agency Name _____ Grant Name _____

A Individuals Benefitting from your events/ Agency- Please enter the number of individuals benefitting, as applicable for this Quarter 's report

	Number
Audience - Performance	
Audience - Exhibits	
Festivals	0
Memberships	

	Number
Interactive	
Title 1 Schools Attendees	0
Workshops/Classroom in Schools	
Workshops/Classroom in Schools	

Total Individuals Benefitting:	0

B **Audience Characteristics - Optional** - Please enter the percentage breakdown of your audience make-up , who is being served by the art agencies.

Race	Percentage
White (Non-Hispanic)	0
Hispanic-American	0
African-American	0
Asian-American	0
Native-American	0
Total	0%

Gender	Percentage
Male	0
Female	0
Total	0%

	Percentage
Youth (1-18)	0
Adult (19-64)	0
Senior (65+)	0
Total	0%

C **Personnel** Please enter the number of applicable personnel involved in your program.

	Number
Full Time Personnel	0
Female	0
Male	
White (Non-Hispanic)	
Hispanic-American	
African-American	
Asian-American	
Native-American	
Part-Time Personnel	0
Female	
Male	
White (Non-Hispanic)	
Hispanic-American	
African-American	
Asian-American	
Native-American	

	Number
Number of Artists	0
Female	
Male	
White (non-Hispanic)	
Hispanic-American	
African-American	
Asian-American	
Native-American	
Number of Outside Artists	
Number of Outside Non-Artists	
Other	

Total Number of Volunteers	
Number of Volunteer Hours	

D **Events** Please enter the number of applicable events which have occurred to date.

	Number	Paid	Free
Performances			
Festivals			
Exhibits	0		
Lectures			
Fundraiser's			
Other			

9/21/2017

CONTRACT NO._____

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH**

_____

CITY OF SAN ANTONIO *

This Contract is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through the City of San Antonio, Department of Arts and Culture, ("Department"), pursuant to Ordinance No. 2017-09-14-XXXX dated September 14, 2017 and the _____ ("Contractor")

WITNESSETH:

WHEREAS, the Department of Arts and Culture is designated as the managing City department ("DA&C") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Artist Re-Granting Support*** ("the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget affixed hereto and incorporated herein for all purposes as **Attachment I**.

Artist Re-Granting Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on ***January 1, 2018*** and shall terminate on ***December 31, 2019.***

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII, or may be extended by written agreement executed by Contractor and the Executive Director of DA & C.

III. CONSIDERATION

3.1 In consideration, City will pay Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2017-09-14-XXXX dated September 14, 2017. Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that payment hereunder shall not exceed the amount(s) as set forth in the table below:

Artist Re-Granting Support	***$ 30,000***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DA&C by the City of San Antonio. The allocation is based on an appropriation for the ***Artist Re-Granting Support*** and DA&C's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2017 Funding Process.

3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 Contractor agrees that payment is contingent upon:
(a) Verification that Contractor's funding process is open and accessible;
(b) A definable review and selection process of professional artists must be presented that is fair and equitable;
(c) Funding must be used to re-grant to San Antonio professional artists for expenses related to the creation of new works and said work must be publicly displayed/performed in the city of San Antonio;
(d) Upon satisfaction of, but not limited to, meeting the above requirements, City will pay up to the amount specified in Section 3.1. Contractor is able to utilize up to 10% for administrative purposes in overseeing the grant funding and compliance.

4.3 Contractor shall provide City with a copy of its Program Statement describing the Project, its policies and procedures regarding the regranting process and a timeline illustrating the projected dates of the awards funded under this Contract and the implementation of the resultant works and such documentation shall be attached to this Contract and the implementation of the resultant works and such documentation shall be attached to this Contract and incorporated as Attachment I.

4.4 All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Upon final execution	Upon completion of Regranting Process
50%	50 %

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Documentation detailing expenditures under this Contract must be provided to City by 4:00 p.m. on the 10th of the month following full expenditure of the initial funding disbursement.

(3) Contractor must provide support documentation for the initial payment before receiving the final payment.

(4) Upon the selection of the artists to receive regranting through this Contract, Contractor shall provide City with report detailing the Contractor's funding process, a list of all applicants with their respective scores, a list of selected artists, a description of their project/event/performance/etc. and the total amount allocated to the selected artist. **The selection of such artists shall be completed and the City's notification shall be received no later than December 31, 2019, and in conjunction with submission of all final required documents.**

(5) Once the work of the regranting artist funded through this Contract is completed, Contractor shall send City a final report detailing the final deliverable, total budget cost, and the location and date at which it will be available for public view. **All work and final report must be completed by December 31, 2019.**

(6) The City Manager, Assistant City Manager or the Director of DA&C may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.5 The Executive Director of DA&C may requires the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.6 Contractor agrees that all requests for payments shall be accompanied with documentation as may be required by the Executive Director of DA&C.

4.7 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of DA&C prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.8 Contractor agrees that City shall not be obligated to any third parties (including any regranting recipients, subcontractors or third party beneficiaries of Contractor).

4.9 **Contractor understands that City will not distribute any funds under this Contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals.**

4.10 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) Accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII, of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects.

4.11 Contractor agrees to comply with the following check procedures:

(A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or 'bearer' with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from DA&C to exceed such limit. Such requests for petty cash must be supported by the submission to DA&C of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.12 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.13 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.14 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DA&C may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.15 Contractor must be designated as a 501(c) (3).

V. ADMINISTRATION OF CONTRACT

5.1 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, the City Manager, or the Executive Director of DA&C, as representative(s) of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VI. AUDIT

6.1 (A) If Contractor expends $250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DA&C a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is $250,000.00 or more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.

(B) If Contractor expends less than $250,000.00 of City dollars, then during the term of this Contract, Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

6.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DA&C within ten (10) days of Contractor's receipt of the report.

6.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

6.4 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

6.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been paid be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, DA&C may instead deduct such claims from subsequent payments; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. If DA&C elects to deduct such claims from subsequent payments, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VII. RECORDS, REPORTING, AND COPYRIGHTS

7.1 DA&C is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DA&C, Contractor shall furnish to DA&C, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

7.2 Contractor shall submit to DA&C an accomplished milestone report and any other reports as may be required by City. Said report is to be submitted to DA&C no later than the 10th day immediately following the end of each quarter, beginning in April 2018 and each subsequent quarter throughout the term of this contract. A quarterly report shall be required with or without achieved activities during the prior quarter.

7.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

7.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DA&C, unless required to do so by a court of competent jurisdiction. DA&C shall be notified of such request as set forth in Article VIII., Section 7.3 of this Contract.

7.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to

utilize all such property. In the event a third party owns the intellectual property rights, Contractor shall assist City in obtaining a license to use said intellectual properties.

7.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City.

7.7 Contractor shall provide to DA&C all information requested by DA&C relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:

(A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and

(C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

(D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and

(E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

7.8 Contractor shall input all information required by City into City's required reporting software system.

VIII. INSURANCE

8.1 Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Department of Arts and Culture, which shall be clearly labeled "***Operational Support***" 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 signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Department of Arts and Culture. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.2 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.

8.3 A contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent

b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

8.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Arts and Culture
PO Box 839966
San Antonio, Texas 78283-3966

8.5 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and 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
- 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;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

8.7 In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

8.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

8.9 It is agreed that Contractor'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.

8.10 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.

8.11 Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

IX. INDEMNITY

9.1 CONTRACTOR 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, property damage and intellectual property right infringement made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

9.2 The provisions of this INDEMNIFICATION 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.

9.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.

9.4 <u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Agreement. If Contractor fails to retain

Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

9.5 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.**

X. APPLICABLE LAWS

10.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

10.2 Non-Discrimination**.** As a party to this contract, Contractor 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. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

10.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DA&C upon written request form 990, 990N or 990T.

10.4 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

10.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all

laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";

(B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";

(C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";

(D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and

(E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

10.6 All expenditures by Contractor or any of its subcontractors exceeding $25,000.00 must be pre-approved in writing by DA&C. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of $3,000.00 set forth in this Section.

10.7 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement. City relies on Contractor's verification. If found to be false, City may terminate this Agreement for material breach, without providing the opportunity to cure.

XI. NO SOLICITATION/CONFLICT OF INTEREST

11.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

11.3 Contractor 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.

11.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

11.5 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 Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

11.6 Contractor warrants and certifies as follows:

(i) Contractor and its officers, employees and agents are neither officers nor employees of City.

(ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

11.7 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

XII. TERMINATION

12.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood

and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

12.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

12.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold payments in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

12.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, , Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 6.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

XIII. PROHIBITION OF POLITICAL ACTIVITIES

13.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

13.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

13.3 The prohibitions set forth in Article XIV., Sections 13.1 and 13.2 of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

13.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to DA&C. Contractor shall list the name and number of a contact person from DA&C on the statement that Contractor's personnel can call to report said violations.

13.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, payments to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.

13.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XIV. CONTACT

14.1 Contractor's primary contact and secondary contacts for this Contract will be identified upon contract negotiation and herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 5 business days of the change.

XV. ADVERSARIAL PROCEEDINGS

15.1 Contractor agrees to comply with the following provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and

(B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

XVI. CITY-SUPPORTED PROJECT

16.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department of Arts and Culture" and by utilizing the official DA&C logo. The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

16.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

16.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for payment by City.

16.5 Contractor shall have all City-supported programs, events and services open to the public and be ADA compliant.

16.6 All city-supported events must take place within the City of San Antonio city limits.

16.7 Specific to this funding category, Contractor must have in place a funding process that is open and accessible.

16.8 The re-granting of City funds cannot be made to artists who do not have a permanent residence (minimum of 6 months) within the city limits of San Antonio.

16.9 Artist's projects or works used with a primarily fund-raising focus are ineligible.

16.10 The re-granting of City funds cannot be used for political purpose or against a political candidate, ballot measure or bill.

XVII. SPECIAL PROVISIONS

17.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DA&C's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1(b).

(B) Contractor must make DA&C aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

17.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions, as applicable.

XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

18.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance

or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XIX. ASSIGNMENT

19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XX. AMENDMENT

20.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of DA&C shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

(C) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DA&C;

(D) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(a) above; and

(E) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(A) and (D) above.

XXI. OFFICIAL COMMUNICATIONS

21.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

City of San Antonio
Department of Arts and Culture
PO Box 839966
115 Plaza de Armas, Suite 102
San Antonio, Texas 78283-3966

Contractor:

National Association of Latino Arts and Culture
San Antonio, Texas 78210-1126

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days prior to the change.

XXII. VENUE

22.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXIII. GENDER

23.1 Words of any gender used in this Contract 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.

XXIV. AUTHORITY

24.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide DA&C verification of the foregoing requirements no later than the execution date of this Contract.

XXV. INDEPENDENT CONTRACTOR

25.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

25.2 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.

25.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

XXVI. SEVERABILITY

26.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXVII. CONTRIBUTION PROHIBITIONS

27.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

27.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXVIII. ENTIRE CONTRACT

28.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____

Debbie Racca-Sittre
Executive Director
Department of Arts and Culture

APPROVED BY:

_____

CONTRACTING AGENCY:

CONTRACTOR
Executive Director

APPROVED BY:

APPROVED AS TO FORM: _____

City Attorney's Office

ATTACHMENTS

Attachment I. – Program Statement, Performance Plan & Allowable Costs

STATE OF TEXAS *

COUNTY OF BEXAR * **ARTS AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO *

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2017-XXXXXXXX dated _____, and the XXX, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Arts and Culture is designated as the managing City department (hereinafter referred to as "DA&C") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled ***Festival Support*** (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, and Performance Plan, affixed hereto and incorporated herein for all purposes as **Attachment I**. All work under this Contract shall be completed no later than **September 30, 2018**.

Festival Support	Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017**, and shall terminate on **September 30, 2018**.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII.

III. CONSIDERATION

3.1 In consideration, City will pay Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2017-XXXX**.** Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that payment hereunder shall not exceed the amount(s) as set forth in the table below:

Festival Support	***$***	Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to DA&C by the City of San Antonio. The allocation is based on an appropriation for the ***Festival Support*** and DA&C's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. Funds received under this Contract are from the City's Hotel Occupancy Tax collections. It is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the City of San Antonio City Council approved Arts Funding Guidelines.

3.3 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII., below.

IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

4.2 (A) Contractor agrees City's liability under this Agreement is limited to making payments for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested payments must be consistent with the terms and provisions of the approved budget described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for payment as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Disbursement Schedule	
Upon Contract Execution	Performance Plan Completion
50%	50%

(1) The Disbursement Schedule takes effect upon Contract execution.

(2) Contractor shall submit invoices for all payments. Invoice support documents, including the Contract Monitoring Report, a copy of which is attached to this Contract as **Attachment II** and incorporated for all purposes, and any other documentation requested by City must be provided along with the invoice for all disbursements.

(3) If Contract is terminated prior to Performance Plan completion, Contractor shall return any unused funds to City within 15 calendar days of such termination

(4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment. Final payment will be made within 15 calendar days following the approval of all submitted invoices.

(5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, submitting Contract Monitoring Reports, and any and all documents related to the Contract, as determined by the sole discretion of the Executive Director of DA&C, funds not yet received under this Contract may convert to a reimbursement schedule, as determined by the Executive Director of DA&C, according to standard procedures followed by City's Finance Department.

4.3 The City Manager, Assistant City Manager or the Director of DA&C may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.

4.4 The Executive Director of DA&C may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.

4.5 Contractor agrees that all requests for payment shall be accompanied with documentation as may be required by the Executive Director of DA&C.

4.6 Contractor shall submit to City all final requests for payment no later than 30 days prior to the termination of this Contract, unless Contractor receives written authorization from the Executive Director of DA&C prior to such period allowing Contractor to submit a request for payment after such date.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor agrees that Contractor costs claimed as City-approved funding under this Contract, will not be claimed under another contract or grant from another agency.

4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of DA&C may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.11 Funds can only be used for the following: **venue rental, contracted services and artist fees, production expenses (production management/staging/sound), lighting and equipment rental all specifically designed for the event.**

V. ADMINISTRATION OF CONTRACT

5.1 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, the City Manager, or the Executive Director of DA&C, as representative(s) of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

VI. AUDIT

6.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DA&C within 10 calendar days of Contractor's receipt of the report.

6.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

6.3 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

6.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been paid be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than 10 calendar days from the date of notification of such disapproval or disallowance by City. At its sole option, DA&C may instead deduct such claims from subsequent payments; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than 10 calendar days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. If DA&C elects to deduct such claims from subsequent payments, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VII. RECORDS, REPORTING, AND COPYRIGHTS

7.1 DA&C is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DA&C, Contractor shall furnish to DA&C, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

7.2 Contractor shall submit to DA&C such reports as may be required by City, including the Contract Monitoring Report form, preferably by electronic means. Said report is to be submitted to DA&C upon Performance Plan completion.

7.3 The Public Information Act, Government Code Section 552.021, requires City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within 24

hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than 3 calendar days of Contractor's receipt of such request.

7.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of DA&C, unless required to do so by a court of competent jurisdiction. DA&C shall be notified of such request as set forth in Article VII., Section 7.3 of this Contract.

7.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

7.6 No later than 30 calendar days prior to contract completion or September 30, Contractor shall submit all final fiscal reports and all required deliverables to City.

7.7 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 10.4 of this Contract.

7.8 Contractor shall input all information required by City into City's required reporting software system.

VIII. INSURANCE

8.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Arts and Culture, which shall be clearly labeled "***Festival Contract***" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Arts and Culture. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

8.3 A contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's

rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. *Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. **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
*May be provided through an annual Commercial General Liability policy, or through the purchase of "special events" coverage for specific dates of events. This type of coverage may be purchased on-line through The Event Helper, WedSafe, or through the City's TULIP policy (if the event is held at a scheduled City venue).	
**Automobile Liability coverage is only required if transportation of participants or spectators is involved.	

8.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent 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.

8.5 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 calendar days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Arts and Culture
P.O. Box 839966
San Antonio, Texas 78283-3966

8.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name 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 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 City where City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.

8.7 Within 5 calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 Agreement.

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

8.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

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

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

8.12 Contractor and any contractors or subcontractors are responsible for all damage to their own equipment and/or property.

IX. INDEMNITY

9.1 CONTRACTOR 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, property damage and intellectual property right infringement made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

9.2 The provisions of this INDEMNIFICATION 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.

9.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.

9.4 <u>Defense Counsel</u> – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within 7 calendar days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

9.5 <u>Employee Litigation</u> – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

X. APPLICABLE LAWS

10.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:

- worker's compensation;
- unemployment insurance;
- timely deposits of payroll deductions;
- Occupational Safety and Health Act regulations;
- Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

10.2 Non-Discrimination**.** As a party to this contract, Contractor 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. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

10.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of**:**

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and

- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to DA&C upon written request form 990, 990N or 990T.

10.4 Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at http://www.capitol.state.tx.us/statutes/go/go0055200toc.html

10.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

(A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
(B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
(C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
(D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
(E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

10.6 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement. City relies on Contractor's verification. If found to be false, City may terminate this Agreement for material breach, without providing the opportunity to cure.

XI. NO SOLICITATION/CONFLICT OF INTEREST

11.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full

amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

11.3 Contractor 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.

11.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

11.5 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 Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

11.6 Contractor warrants and certifies as follows:

(i) Contractor and its officers, employees and agents are neither officers nor employees of City.

(ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

11.7 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

XII. TERMINATION

12.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of 10 calendar days following the day on which such

notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

12.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than 30 calendar days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of 30 calendar days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

12.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold payments in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

XIII. PROHIBITION OF POLITICAL ACTIVITIES

13.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

13.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

13.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

13.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, payments to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.

13.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XIV. CONTACT

14.1 Contractor's primary and secondary contacts for this Contract will be identified upon contract negotiation and herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 5 calendar days of the change.

XV. ADVERSARIAL PROCEEDINGS

15.1 Contractor agrees to comply with the following provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and

(B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

XVI. CITY-SUPPORTED PROJECT

16.1 Contractor shall identify all events and activities funded in whole or in part by this Agreement by stating that the Project is "supported by the City of San Antonio's Department of Arts and Culture" and by utilizing the official DA&C logo. The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.

16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

16.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.

16.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for payment under this Agreement.

16.5 Contractor shall have all City-supported programs, events and services open to the public and be ADA compliant.

16.6 All City-supported events must take place within the City of San Antonio city limits.

XVII. SPECIAL PROVISIONS

17.1 Indecency. The following is City's policy statement regarding material and/or performances funded under DA&C's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1 (B).

(B) Contractor must make DA&C aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty 30 calendar days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

17.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions, as applicable.

XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

18.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XIX. ASSIGNMENT

19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XX. AMENDMENT

20.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of DA&C shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;

B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;

C. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of DA&C;

D. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(A) above; and

E. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(A) and (E) above.

20.2 Any amendments to the Performance Plan must be made at least 15 calendar days prior to any event being added to this Agreement by such amendment.

XXI. SUBCONTRACTING

21.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor**,** for performance of services or payment of fees.

XXII. OFFICIAL COMMUNICATIONS

22.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below**:**

City:

City of San Antonio
Department of Arts and Culture
PO Box 839966
San Antonio, Texas 78283-3966

Contractor:
Address
San Antonio, Texas 782XX

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within 5 calendar days prior to the change.

XXIII. VENUE

23.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or

adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXIV. GENDER

24.1 Words of any gender used in this Contract 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.

XXV. AUTHORITY

25.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide DA&C verification of the foregoing requirements no later than the execution date of this Contract.

XXVI. INDEPENDENT CONTRACTOR

26.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

26.2 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.

26.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

XXVII. SEVERABILITY

27.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXVIII. CONTRIBUTION PROHIBITIONS

28.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 calendar days following the contract award. Contractor understands

that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

28.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXIX. ENTIRE CONTRACT

29.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, 2017.

CITY OF SAN ANTONIO:

Debbie Racca-Sittre, Interim Executive Director
Department of Arts and Culture

CONTRACTING AGENCY:

_____
Name
Title

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENTS

Attachment I – Program Statement and Performance Plan
Attachment II – Contract Monitoring Report

City of San Antonio
Metropolitan Health District
111 Soledad, Suite 1000
San Antonio, TX78205

YMCA of Greater San Antonio
231 E. Rhapsody Dr.
San Antonio, TX 78216

Memorandum of Agreement

This Memorandum of Understanding (the Agreement) is entered into between the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health) pursuant to Ordinance No. _____ passed and approved on _____2017, and the YMCA of Greater San Antonio (YMCA), which is a non-profit corporation (hereinafter collectively referred to as the Parties).

WHEREAS, two of the broad goals of the City are to increase physical activity and to positively change social norms regarding physical activity, with specific strategies including the development and implementation of two sustainable Siclovia Community Events; and

WHEREAS, the Siclovia Community Events are intended to engage families and the entire community in non-competitive physical activities and promote active and alternative transportation (walking, bicycling); and

WHEREAS, the City, through Metro Health, with the assistance of the YMCA has staged Siclovia Community Events and wishes to provide assistance in the continuation of these events in the future; and

WHEREAS, the City has determined that the Siclovia Community Events benefit the health and welfare of the community and are therefore a public purpose for which the City can provide funds to the YMCA for use at such events; and

NOW THEREFORE, the Parties agree that this Agreement outlines the responsibilities of each of the Parties:

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration the YMCA can continue the efforts developed and instituted by the City in launching two Siclovia Community Events that engage families and the entire community in non-competitive physical activities and promotes active and alternative transportation (walking, bicycling) and ultimately offers opportunities for greater physical activity and impacts normative beliefs regarding physical activity and exercise.

II. TERM

2.1 This agreement shall commence on November 1, 2017 and will terminate on September 30, 2018.

2.2 YMCA acknowledges that City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, but that all obligations of City are subject to funding from the general fund. Accordingly, if the City should fail to appropriate sums to pay any of City's obligations under the terms of this Agreement this Agreement shall terminate upon thirty (30) days written notice to YMCA and neither YMCA nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement Payment for services performed by YMCA through the effective date of termination shall be made pursuant to the terms herein.

III. JOINT ACKNOWLEDGMENTS

3.1 The parties agree and acknowledge that the major components of a Siclovia Community Event include:

- Logistics - to include: determining dates and routes, obtaining permits, and other matters as necessary;
- Community Outreach and Marketing - to include: identifying and solidifying sponsorships, merchandising and communication with stakeholders, and notifying neighborhood residents and businesses adjacent to the route;
- Development of Siclovia programs- to include: identifying physical activity exhibitors, performances and demonstrations, designed for all physical ability levels, along the street or surrounding open areas of Siclovia events (e.g. Zumba, Tai Chi, and yoga), planning, and identifying and organizing vendors;
- Financial planning and future sustainability.

3.2 The parties agree that Siclovia Community Events are considered YMCA events in collaboration with the City, YMCA partners and sponsors as determined by mutual agreement of the YMCA and the City.

3.3. City will have open access to any and all YMCA working groups related to the Siclovia Community Events.

IV. RESPONSIBILITIES OF THE CITY

4.1 The City will work with the YMCA as members on the Siclovia Steering Committee which will develop plans for future Siclovia Community Events to be staged within the term of this Agreement, which will include developing dates and routes, assisting with logistics (such as permits, safety plan, parking, equipment, etc.), and other Siclovia Community Event components, such as community outreach and marketing, Siclovia and vendors, volunteer training and coordination.

4.2 City will provide technical assistance and input, as possible, to the Siclovia Steering Committee via staff from Metro Health, the San Antonio Police Department, Public Works, Parks and Recreation, and Downtown Operations, and other relevant City departments, offices and staff.

4.3 City will promote Siclovia Community Events through existing City marketing resources including public access media, social marketing campaign, press releases, and City department media liaison consultation and services through the Siclovia Steering Committee.

4.4 City agrees to recognize Siclovia Community Events as official City events to include endorsement by the Mayor's Fitness Council as appropriate.

4.5 Upon authorization by the Director for Parks & Recreation Department, fees for the use of City parks for future Siclovia Community Events may be waived in-lieu of services provided by the party and in consideration of the event being co-sponsored by the City. The parties agree and understand that the actual use of City park facilities will be dependent on availability.

4.6 The City, through its Public Works Department, will provide traffic control plans, pavement markings, installation/collection of No Parking signs, limited street and sidewalk repairs, pre and post-event street sweeping, mowing, and other administrative functions if necessary for the two Siclovia Community Events. Any additional services to be provided by Public Works, and subsequent funding, that is required to ensure the success of future events may be addressed in a separate agreement.

4.7 The total amount of the Agreement will be an amount not to exceed ONE HUNDRED AND SIXTY THOUSAND AND N0/100THS DOLLARS ($160,000.00) to the YMCA for Siclovia Community Events held during the full term of this Agreement, as set out below:

The City will provide an amount not to exceed EIGHTY THOUSAND AND N0/1OOTHS DOLLARS ($80,000.00) per Siclovia Community Event for a total of two events during the term of this Agreement.

V. RESPONSIBILTIES OF THE YMCA

5.1 The YMCA will utilize its working experience on planning and implementing Siclovia Community Events to plan, implement and stage a total of two (2) future Siclovia Community Events during the term of this Agreement to be held: Sunday, May 6, 2018, and Sunday, September 30, 2018.

5.2 YMCA staff will continue to advise the YMCA Board and YMCA partners of Siclovia plans as they develop and seek the endorsement/ participation of YMCA partners in Siclovia Community Events.

5.3 The YMCA will promote Siclovia Community Events through existing YMCA marketing resources including club events, newsletters, media buys, and any other available resources.

5.4 The YMCA will evaluate potential sites for future Siclovia Community Events across San Antonio and select the event site, route and date for submission to the City.

5.5 The YMCA will identify existing and future YMCA programs to participate in Siclovia activities.

5.6 The YMCA will solicit and coordinate volunteers to assist in staffing Siclovia Community Events.

5.7 The YMCA will make staff available, as necessary, to support or take part in briefings and presentations to the San Antonio City Council.

5.8 The YMCA will identify and make recommendations for Steering Committee membership.

5.9 The YMCA will create a fully developed financial plan for funding and continuing Siclovia Community Events. Funding sources may include, but are not limited to, donations, partnerships, sponsors, vendor fees, and merchandise sales.

5.10 The YMCA will include the Metro Health logo on all promotional collateral materials printed after the start of this Agreement whether it be for free distribution or for sale. Examples include flyers, postcards, t-shirts, water bottles, banners, etc. The YMCA will provide a speaking role to a Metro Health official at all public speaking opportunities to promote Siclovia Community Events. The YMCA will also recognize Metro Health as the organization responsible for bringing Siclovia Community Events to San Antonio during all public speaking opportunities and in all printed promotional materials.

VI. REQUESTS FOR and RETENTION of RECORDS

6.1 YMCA 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"), 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.

6.2 YMCA 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, YMCA shall retain the records until the resolution of such litigation or other such questions. YMCA 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 YMCA to return said documents to City prior to or at the conclusion of said retention.

6.3 The Public Information Ac Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if YMCA receives inquiries regarding documents within its possession pursuant to this Agreement YMCA shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the YMCA shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of YMCA's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VI. TERMINATION

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

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.

7.4 Defaults With Opportunity for Cure. Should the YMCA default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. The YMCA shall have ten (10) calendar days after receipt of the written notice, in accordance with Article IX. Notice, to cure such default. If the YMCA fails to cure the default within such ten-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 contractor 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 contractor against YMCA'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.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required
7.4.3 Performing unsatisfactorily

7.5 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.

7.6 Regardless of how this Agreement is terminated, YMCA shall affect 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 YMCA, or provided to YMCA, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by YMCA in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at YMCA's sole cost and expense. Payment of compensation due or to become due to YMCA is conditioned upon delivery of all such documents, if requested.

7.7 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, YMCA 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 by YMCA to submit its claims within said thirty (30) calendar days shall negate any liability on the part of City and constitute a Waiver by YMCA of any and all right or claims to collect moneys that YMCA may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, YMCA shall cease all operations of work being performed by YMCA or any of its subcontractors pursuant to this Agreement.

7.9 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 YMCA for any default hereunder or other action.

VIII. NOTICE

8.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:
Colleen M. Bridger, MPH, PhD
Director
San Antonio Metropolitan Health District

If to the YMCA:
Sandy Morander
Chief Executive Officer
YMCA of Greater San Antonio

111 Soledad St, Suite 1000
San Antonio, TX 78205

231 E. Rhapsody Dr.
San Antonio, TX 78216

IX. *[RESERVED]*

X. ADMINISTRATION OF AGREEMENT and RESTRICTIONS ON USE OF FUNDS

10.1 YMCA shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, YMCA shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, YMCA agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

10.2 YMCA shall make available to City, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to YMCA's facility and to YMCA's personnel for the purpose of interview and discussion related to such documents. YMCA shall, upon request, transfer certain records to the custody of City, when City determines that the records possess long-term retention value.

10.3 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information that is under the direct control of the YMCA requested by Metro Health shall be submitted by YMCA to City within five (5) working days of the request. All other reports, statements, records, data, policies and procedures or other information that the YMCA must request from its vendors or subcontractors requested by Metro Health shall be submitted by YMCA to City within ten (10) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements Furthermore, the YMCA ensures that all information contained in all required reports or information submitted to City is accurate.

10.4 Unless disclosure is authorized by the City, YMCA agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. YMCA shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential

Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, YMCA shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. YMCA shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with YMCA's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, YMCA shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

XI. INSURANCE

11.1 A) Prior to the commencement of any work under this Agreement, YMCA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Metropolitan Health District, which shall be clearly labeled *"Siclovia Project"* in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Health Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement In no instance will City allow modification whereby City may incur increased risk.

C) YMCA's financial integrity is of interest to the City; therefore, subject to YMCA's right to maintain reasonable deductibles in such amounts as are approved by the City, YMCA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at YMCA's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	$500,000/$500,000/$500,000

3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
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

D) YMCA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of YMCA herein, and provide a certificate of insurance and endorsement that names the YMCA and the CITY as additional insureds. Respondent shall provide the 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.

E) 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). YMCA 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 0 days of the requested change. YMCA shall pay any costs incurred resulting from said changes.

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

F) YMCA 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 and employers' liability policies 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 not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, YMCA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend YMCA'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 Agreement.

H) In addition to any other remedies the City may have upon YMCA'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 YMCA to stop work hereunder, and/or withhold any payment(s) which become due to YMCA hereunder until YMCA demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which YMCA may be held responsible for payments of damages to persons or property resulting from YMCA's or its subcontractors' performance of the work covered under this Agreement.

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

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

L) YMCA and any Subcontractors are responsible for all damage to their own equipment and/or property.

XII. INDEMNIFICATION

12.1 YMCA 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 YMCA's activities under this Agreement, including any acts or omissions of YMCA, any agent, officer, director, representative, employee, consultant or subcontractor of YMCA, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT YMCA 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.

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

12.2 Defense Counsel - YMCA shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If YMCA fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and YMCA shall reimburse City for all costs related to retaining defense counsel until such time as YMCA retains Counsel as required by this section. 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.

12.3 Employee Litigation- In any and all claims against any party indemnified hereunder by any employee of YMCA, 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 YMCA or any subcontractor under worker's compensation or other employee benefit acts.

XIII. APPLICABLE LAW

13.1 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.

13.2 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.

XIV. AMENDMENTS

14.1 Except where 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 YMCA. The Director for Metro Health may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XV. SEVERABILITY

15.1 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.

XVI. LEGAL AUTHORITY

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

XVII. ENTIRE AGREEMENT

17.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and YMCA.

CITY

_____
Colleen M. Bridger, MPH, PhD
Director
San Antonio Metropolitan Health District

_____
Date

APPROVED AS TO FORM:

_____
City Attorney

YMCA OF GREATER SAN ANTONIO

_____
Sandy Morander
Chief Executive Officer

_____
Date

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT**

WITH

CITY OF SAN ANTONIO * **THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-_____, dated September 14, 2017, and The University of Texas at San Antonio (hereinafter referred to as "Contractor") (both of which may be referred to herein collectively as the "Parties").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for Youth services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $54,885.00 for a project entitled "College Pre-Freshman Engineering Program (PREP)" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW

THEREFORE: The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner reasonably satisfactory to the City and in compliance with the Scope of Work and Scorecard attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2017 and shall terminate on September 30, 2018.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by the City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II (the "Budget"). It is specifically agreed that reimbursement hereunder shall not exceed the total amount of $54,885.00.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$54,885.00 General Fund

Consequently, Contractor agrees to comply with the Funding Guide, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make such a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit

to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project

funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must promptly, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract during regular business hours and upon advance written notice to the Contractor, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review all Contractor's systems of internal accounting and administrative controls related to Project prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. "Program income" shall not include tuition or student fees collected by Contractor. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within a reasonable timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 THIS SECTION INTENTIONALLY LEFT BLANK

6.2 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, reasonable attempt shall be made by City and Contractor to settle such dispute through good faith negotiation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account promptly after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes,

internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7. 1 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision).

7.2 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) to the Managing City Department within ten (10) business days following submission to the Texas Comptroller of Public Accounts as required by Texas law. Contractor shall submit financial statements covering the entire fiscal period covered by the term of this Contract, which may require submission of multiple annual statements to the City following their submission to the Texas Comptroller of Public Accounts.

7.3 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.4 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract, with prior written notice to Contractor, at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City acknowledges that Contractor has its own accounting and administrative procedures for planning, controlling, monitoring and reporting fiscal matters. Contractor agrees that it will adhere to its own procedures and provide information to the City regarding its procedures as reasonably requested in writing by the City.

7.5 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such

disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.6 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and shall pay for such requested audit, except in the event that the requested audit determines that violations due to negligence or fraud on the part of the Contractor have occurred, in which case the Contractor agrees that it shall be responsible for reimbursement of the costs of the audit.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may reasonably be required by the City or by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Notwithstanding any terms herein, Contractor or Contractor's investigators shall have the right to publish any results, information, or data associated with the Project and to assert copyright or proprietary claims to any results, information, studies, or reports using data related to the Project, if such results, information, studies or reports were not included in the work to be delivered to the City under the Project. Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information during the term of this Contract and for a period of three (3) years following the expiration or early termination hereof. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor has specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to informing Contractor's employees and subcontractors of the confidential nature of such information prior to any disclosure provided that Contractor shall remain fully responsible for any disclosure of the Confidential Information. This ArticleVIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information. Notwithstanding the foregoing,

Contractor shall be permitted to retain one copy of Confidential Information for the sole purpose of determining any continuing obligations of confidentiality hereunder.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall (a) promptly forward such requests to City for -notification purposes and to afford the City the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to State or Federal law. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than five (5) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of Contractor. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in Contractor. Subject to confidential treatment by City of Contractor confidential information that may be disclosed thereunder, Contractor grants City a permanent and perpetual**,** fully paid-up, non-exclusive license under Contractor's copyrights to reproduce, publish, use, and to make derivative works, from any written report prepared and delivered to City in accordance with this Contract. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 THIS SECTION INTENTIONALLY LEFT BLANK

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

X. INDEMNITY

10.1 Contractor and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq*., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor hereunder.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to those compliance requirements that are set out or referenced in this Contract and that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated.

12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it

will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor certifies that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:

(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.,, and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. Expenditures shall be made in accordance with all bidding requirements that Contractor would be required to perform under Section 51.9335 of the Texas Education Code, and other laws and regulations pertaining to purchasing and contracting authority of institutions of higher education.

12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor and certifies that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this representation and certification, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor represents to the best of Contractor's knowledge and after reasonable inquiry that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further represents 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such

termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be reasonably determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any material breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall inform every member of its personnel paid out of City funds under this Contact of the above prohibitions and shall further direct any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same. Contractor represents that it has a compliance program in place that includes a telephone number that Contractor's personnel can call to report violations of the above policies. Contractor will promptly address any such reports it receives and will advise City of such reports within twenty-four (24) hours of receiving any such report.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor certifies it has established internal procedures that assure employees of an established complaint and grievance policy. The grievance policy includes procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department. This provision shall not limit the Contractor from affecting salary or range increases using non-City funds or non-City resources.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Contractor's leadership and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 Contractor acknowledges that no equipment will be acquired or procured under this Contract.

XX. TRAVEL

20.1 Contractor and City acknowledge that no business travel costs shall be payable under this Contract.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies to the best of Contractor's knowledge and after reasonable inquiry, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is

found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor San Antonio, Texas 78205

Contractor:

Dr. Raul Reyna
Executive Director
University of Texas at San Antonio
501 W. Durango Blvd, MNTB 180
San Antonio, Texas 78207

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 Contractor represents, assures and certifies that the signer of this Contract has been granted full authorization to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor represents to City that it is currently operating as a not-for-profit state government agency. Contractor is authorized to do business in the State of Texas and is formed under and operating in accordance with all applicable laws of the State of Texas.

XXX. LICENSES AND TRAINING

30.1 Contractor represents and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the

Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor represents and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:

Melody Woosley, Director
Department of Human Services

Date

CONTRACTOR:

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

Can (John) Saygin, Ph.D.
Associate Vice President for Sponsored Project Administration

Date

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENTS
Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report

Interagency Participation Agreement between the City of San Antonio and CPS Energy for the Implementation of "Green Shade Tree Rebate Program"

This Interagency Participation Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Texas municipal corporation, acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ dated September ____, 2017 ("City"), and CPS Energy, acting by and through the City Public Service Board, ("CPS Energy"). CPS Energy and the City are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, pursuant to Ordinance No. 2015-09-10-0754, the City and CPS Energy entered into an Interagency Participation Agreement to implement a tree rebate program for energy savings; and

WHEREAS, the CITY has negotiated with CPS Energy to manage the "Tree Rebate for Energy Savings Program" (hereinafter referred to as the "Program"); and

WHEREAS, the City will provide funding for up to 1,000 $50.00 rebates to be funded from the Tree Mitigation and Tree Canopy Funds ("Funds"); and

WHEREAS, $50,000.00 has been approved in the City's FY 2018 adopted annual budget; and

WHEREAS, the goal of the San Antonio tree rebate program is to engage and unify the community in a common effort to plant trees to increase energy savings in homes, schools, and businesses while also improving air and water quality, stormwater control, reducing temperatures, and enhancing the beauty and well being of the greater San Antonio area; and

WHEREAS, CPS Energy and the City worked jointly to develop the Program, therefore the total of all payments and obligations to CPS Energy, shall not exceed the total amount of $50,000.00 and CPS Energy in-kind contribution valued at $10,000.00; and

WHEREAS, coordination between the City and CPS Energy of their respective energy initiatives will increase the efficiency of the effort and result in a better utilization of resources; and

NOW, THEREFORE, the Parties mutually agree to coordinate their efforts for the purpose of implementing the Program. CPS Energy and the City desire to set forth certain understandings as follows:

1. Description of "Green Shade Tree Rebate Program "

(a) Tree Mitigation and Tree Canopy Funds will be used to provide up to 1,000 rebates (not to exceed $50,000.00 in total) to plant trees throughout the Greater San Antonio Area in a manner that will maximize the energy

savings of a building structure or homestead. The program will target residential and commercial sectors. Tree Mitigation and Tree Canopy Funds will be used to contract with CPS Energy to provide rebates in the form of a financial incentive, specifically a $50.00 CPS Energy bill credit for each tree planted (limit 5 rebates per address, not to exceed $250.00 in total).

(b) CPS Energy will work with the City by providing personnel to assist City staff in the coordination, development, marketing and implementation of the Program.

2. Accountabilities of City

(a) **Parks & Recreation Department**. The Parks & Recreation Department ("PARD") (with the participation of the Finance Department) will be accountable for providing funds for up to 1,000 rebates.

i. **Financial Administration and Reporting**. PARD will be accountable for the following financial and reporting tasks:

1. Reimbursement of properly invoiced Program rebate costs incurred by CPS Energy within 30 days of receipt of invoice.

ii. **Program Compliance**. PARD will be accountable for the following program compliance tasks:

1. Ensure proper auditing for expenditure of PARD Funds.

2. Develop program implementation schedule/timetable, with CPS Energy.

iii. **General Program Administration**. PARD shall have the authority to review any applications and approve any additional species prior to reimbursement to ensure the successful administration of the Green Shade Tree Rebate Program.

3. Accountabilities of CPS Energy

(a) **Green Shade Tree Rebate Program Implementation**. CPS Energy will be accountable for program design, marketing, and administration of rebates.

i. **Program Design and Coordination**

1. CPS Energy and the City will coordinate development and implementation of the Green Shade Tree Rebate Program. CPS

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Energy will be accountable for application development, intake, and processing, including:

A. Development of the program application and brochure

B. Coordination of the review and approval process for program design by applicable City departments and partner agencies.

ii. **Application Intake/Processing/Rebate Disbursement**

1. CPS Energy will provide intake and approval processing of tree rebate applications (limit 5 rebates per address not to exceed $250.00 in total).

2. Enter each application within a database system.

3. Disburse rebates to eligible rebate applicants in the form of a CPS Energy bill credit.

iii. **Invoicing and Updates**

1. CPS Energy will provide the City with invoices by the first Monday close of business day each month with proper documentation on a rebate applicant spreadsheet that includes number of customer credits granted and the number of applications received, qualified, and denied.

2. CPS Energy will provide status updates and deliverable timelines when available, though not less frequently than once at the end of each calendar quarter.

iv. **Educational Awareness**.

1. CPS Energy, as a part of its in-kind contribution, will develop the promotional and educational materials for the Program. The deliverables will be limited to the following six items:

a. Marketing and Advertising Design Development

b. CPS Energy Webpage for Program

c. (2) Press Releases

d. (2) Publications in “Energy Connection” newsletter

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e. Printing of application/brochures, bill inserts, and other applicable education material.

v. **General Program Implementation**. CPS Energy shall have the authority to implement additional policies as necessary for the successful implementation of the Program.

4. **City/CPS Energy Joint Administration Committee**. City and CPS Energy shall form a Joint Administration Committee (the "Committee") consisting of three members, including: (1) City Representative No. 1, Parks and Recreation Department, Tree Division; (2) CPS Representative No. 1, Sustainable Growth Executive and (3) CPS Representative No. 2, Program Manager. The Committee shall have the authority to develop and implement new policies, procedures, and regulations necessary for the successful implementation and administration of the Program. The work of the Committee shall be approved by majority vote of the committee members and a written record will be created every time the Committee meets. Records will be maintained by CPS Energy. Either Party may call a meeting of the Committee. An official meeting need not be called for the Committee to act. For example, decisions of the Committee may be made through written correspondence, including email, as long as a majority of the Committee approves of the decision to be made in writing. Each member may designate another individual to serve on the Committee if he or she is unable to attend a Committee meeting. Any vacancy on the Committee shall be replaced by appointment of a new member by the remaining member of the party whose member was unable or unwilling to continue to serve. If both members are vacant a replacement will be designated by either City or CPS Energy. The Committee cannot take any action unless a majority of its members have voted on an item, whether the Committee meets formally or communicates through correspondence, and in either event, the Committee will develop minutes of its formal or virtual meeting. The Committee may be terminated by approval of both Parties once the Program is fully implemented and all compliance and reporting requirements have been met.

5. **Liability**. Each party shall be responsible for its own actions and those of its employees and/or persons acting by or on its behalf along with any liability arising from such activities while carrying out the purpose of this Agreement. Each party agrees to have sufficient insurance in place to cover all obligations assumed in this Agreement and any liabilities arising while carrying out those obligations.

6. **Effect of Agreement**. This Agreement is entered into for the purpose of providing a framework for the joint administration and implementation of the Program undertaken by the City and CPS Energy. It is not intended as an exhaustive or complete listing of the terms and conditions that will govern this joint effort.

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7. **Notice**. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and mailed registered or certified mail, postage prepaid, to the addresses set forth below:

Communication to the City at:

City of San Antonio
Parks & Recreation Department
5800 Old Hwy. 90 W
San Antonio, TX 78227
Attention: Ross Hosea
with a copy e-mailed to
Grant Ellis, Natural Resources Manager
grant.ellis@sanantonio.gov

Invoices to the City at:

City of San Antonio
Accounts Payable
P.O. Box. 839966
San Antonio, TX 78283
with a copy e-mailed to
ross.hosea@sanantonio.gov and
frances.serna@sanantonio.gov

Communication to CPS Energy at:

CPS Energy
PO Box 1771 – MD 100406
San Antonio, TX 78296
Attention: Kimberly R. Stoker
krstoker@cpsenergy.com
with a copy e-mailed to balettman@CPSEnergy.com

8. **Term**. The term of this Agreement will commence upon full execution and will terminate September 30, 2018, but may be terminated at an earlier time by approval of both Parties.

This Agreement is executed to be effective upon approval of both Parties.

[Signatures appear on the next page.]

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City of San Antonio

By: _____
Xavier D. Urrutia, Director
Parks and Recreation Department

Date: _____

CPS Energy

By: _____
Kimberly R. Stoker, Senior Director
Environmental Planning & Compliance

Date: _____

Attachment: FY2018 Program Budget Outline

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FY2018 Green Shade Tree Rebate Program Budget Outline

Yearly Expense	Qty	Unit	Price	Total
City Rebates	1,000	Ea.	$50.00	$ 50,000.00
City **Total**				$ 50,000.00
Administration and Materials				
City				$ 50,000.00 -
CPS Energy				$ 10,000.00
Administration and Materials Total				$ 60,000.00
Total Costs				**$ 60,000.00**

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AGREEMENT TO USE FUNDS
of the City of San Antonio

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager, pursuant to Ordinance No. 2017-09-14-_____ passed and approved on September 14, 2017, and SA2020 (hereinafter referred to as SA2020, or Recipient) by and through its President and Chief Executive Officer, **WITNESSETH**:

WHEREAS, the City wishes to provide support to SA2020 to meet and achieve identified goals and targets set out in the SA2020 Report; and

WHEREAS, the City will provide funding to SA2020 to provide the aforementioned services as part of the effort to meet and achieve identified goals and targets set out in the SA2020 Report; and

WHEREAS, the City Council for the City has determined and found that the goals and targets set out in the SA2020 Report serve a public purpose that include, the promotion of public health and welfare, and economic development; **NOW THEREFORE**:

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence immediately upon execution and shall terminate on September 30, 2018.

2. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient up to a total amount not to exceed $150,000.00, for data collection and analysis, partnership collaboration and support, and community engagement activities, as further set out in **Exhibit A,** attached hereto and incorporated herein for all purposes.

3. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement monthly from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the City at the address provided in Section 12. City shall reimburse Recipient on a monthly basis upon receipt of approved invoices from Recipient. The total of all reimbursement provided to Recipient shall not exceed the amount set forth above in Section 2.

4. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. All of the above-described records shall be subject to audit by the City or its contracted auditor.

5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

6. In the event that Recipient fails to meet any of its obligations under this Agreement, fails to use the funds for the purposes set out herein, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.

7. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

8. **INSURANCE**

Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement**,** Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

9. **INDEMNITY**

Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Recipient.

Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

10. Recipient 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.

11. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: John Peterek
City Manager's Office
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Recipient: Molly Cox
President & CEO
SA2020
112 E. Pecan, Suite 1100
San Antonio, TX 78205

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

12. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

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

14. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

IN WITNESS OF WHICH this Agreement has been executed on this ____ day of _____, 2017.

CITY OF SAN ANTONIO **SA2020**

By: _____ By: _____
John Peterek Molly Cox
Office of the City Manager President & CEO

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"

SA2020 Deliverables

SA2020 will provide the following core deliverables related to data analysis, community alignment, and community engagement:

1. Working with data partner, SA2020 will disaggregate all community indicators (as available) by race/ethnicity and city council district, then package reports for Council Representatives, the community-at-large, and city departments in report due January 19, 2018.

2. SA2020 will refresh Community Indicators Dashboard to include indicators identified in SA Tomorrow Comprehensive Planning process.

3. SA2020 will update and share ilovesanantonio.org/meencantasanantonio.org with public information, including city board/commission openings, public meetings, and Comprehensive Plan/Bond information.

4. SA2020 will produce an Annual Impact Report of Community Indicators in January 2018. SA Tomorrow's Comprehensive Plan will be given a highlighted report within the report to align Comp Plan to community indicators.

5. SA2020 will identify opportunities to highlight City work around SA Tomorrow Comp Plan in community engagement and outreach.

6. SA2020 will continue reporting on Community Indicators annually in printed and online report

7. SA2020 will refresh dashboard with new data and community usability in mind (to be completed by September 2018)

8. SA2020 will revamp ilovesanantonio.org with city and county information (to be completed by September 2018)

9. SA2020 will produce and release an Annual Impact Report (January 2018)

City of San Antonio will:

1. Provide timely response for data requests (ongoing)

2. Provide ongoing and timely updates on community planning and meetings for inclusion on ilovesanantonio.org (ongoing)

3. Have the Planning Department complete an Impact Survey for SA Tomorrow spread in Impact Report (October 27, 2017)

AGREEMENT TO USE FUNDS AND SUPPORT FOR BOOK FESTIVAL

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its Director of the San Antonio Public Library, pursuant to Ordinance No. 2017-XX-XX-XXXpassed and approved on September 14, 2017 and the San Antonio Public Library Foundation (hereinafter referred to as Recipient) by and through its President and CEO, **WITNESSETH**:

WHEREAS, City of San Antonio has allocated funds in the annual capital and operating budget for Fiscal Year 2017-2018 for support of the annual Book Festival event in San Antonio; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose of promoting the welfare of the community by advancing literacy through access to literature and authors; **NOW THEREFORE**:

For and in consideration of the following mutual expectations and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence immediately upon execution and shall terminate upon the completion of all activities and responsibilities indicated in this agreement.

2. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed $150,000.00, for all eligible expenses incurred in the planning and execution of the annual Book Festival in San Antonio.

3. Eligible costs for reimbursement include the planning, staging and executing the day-long Book Festival to include: staffing; logistics (rentals, signage, etc.); promotional coordination; author events; educational and community outreach; children's and family activities; and program development.

4. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the City of San Antonio Public Library at the address provided in Section 12.

5. Payment shall be made in installments as outlined in Attachment I. For each installment payment, Recipient shall provide to City a description of the deliverables provide and an invoice for the amount due. Reimbursement shall be dependent upon completion of agreed upon milestones and deliverables outlined in Attachment I. All requests for reimbursement shall be made no later than July 31, 2018.

6. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices or such other reasonable accounting practices adopted by Recipient. All of the above-described records shall be subject to audit by the City or its contracted auditor.

7. The San Antonio Public Library, as a partner of the Book Festival, shall provide additional

support for the Book Festival which will be held place in-part on the grounds of the Central Library. Attachment II outlines the role of the Library.

8. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."

9. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

10. In the event that Recipient fails to meet any of its obligations under this Agreement or fails to use the funds for the purposes set out herein, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.

11. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

12. **INSURANCE:** Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement**,** Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

13. **INDEMNITY: RECIPIENT 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 RECIPIENT'S activities under this AGREEMENT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RECIPIENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.**

The provisions of this INDEMNIFICATION 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.

RECIPIENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RECIPIENT known to RECIPIENT related to or arising out of RECIPIENT'S activities under this AGREEMENT.

14. As a party to this Agreement, Recipient 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.

15. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Director
San Antonio Public Library
600 Soledad, 4th Floor
San Antonio, Texas 78205

Recipient: President and CEO
San Antonio Public Library Foundation
625 Shook Avenue
San Antonio, Texas 78212

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

16. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

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

18. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

19. This agreement will terminate once all eligible reimbursements are disbursed in an amount not to exceed $150,000.00, funded by the City of San Antonio.

IN WITNESS OF WHICH this Agreement has been executed on this ____ day of_____, 2017.

CITY OF SAN ANTONIO

By: _____
Ramiro S. Salazar
Director

SAN ANTONIO PUBLIC LIBRARY FOUNDATION

By: _____
Tracey Bennett
President and CEO

APPROVED AS TO FORM:

City Attorney

Attachment I

Milestones and Deliverables

Phase 1 Deliverable
Finalization of event planning

Phase 2 Deliverable
Successful completion of the San Antonio Book Festival Author Lineup events

Phase 3 Deliverable
Execution of San Antonio Book Festival

Attachment II

Support from the San Antonio Public Library, a partner entity

Use of Central Library

1. Provide full use of the Central Library building as follows:
    a. Wednesday, April 4, 2018 from 12 p.m. - 9 p.m. – Auditorium, Gallery, and West Terrace and other spaces as necessary and agreed to between both parties.
    b. Thursday, April 5, 2018 from 8 a.m. - 9 p.m. – Auditorium, Gallery, Plaza and West Terrace and other spaces necessary and agreed to between both parties.
    c. Friday, April 6, 2018 from 8 a.m. – 6:30 p.m., Auditorium, Auditorium Foyer, Gallery, West Terrace, Plaza, Marie Schwartz Arts Resource Center and Latino Collection & Resource Center
    d. Saturday, April 7, 2018 from 6 a.m. – 9 p.m., Auditorium, Auditorium Foyer, Gallery, and West Terrace, Plaza, Chihuly Atrium, Marie Schwartz Arts Resource Center and Latino Collection & Resource Center
    e. Sunday, April 8, 2018 from 8 a.m. – 4 p.m., Auditorium and Gallery, West Terrace
    f. Monday, April 9, 2018 from 8 a.m. – 9 p.m., Auditorium and Gallery, West Terrace
    g. Other venue space locations and/or dates may be added as agreed upon between San Antonio Public Library (SAPL) and San Antonio Book Festival (SABF).
    h. Additional areas identified are Launch SA Phase I and Phase II included, which are housed in Central Library but operated by Launch SA directly. All coordination and agreement of use of Phases I and II will be agreed to between SABF and Launch SA.
2. Use of the Central Library building includes storage and move-in of event supplies as needed starting at noon on Wednesday, April 4, 2018 breakdown on Saturday, April 7, 2018 and removal by April 9, 2018.

Library Participation in Book Festival

1. SAPL will host and staff two 10x10 tent spaces that markets and demonstrates Library services and programming. The two 10x10 branded tents will be supplied by SAPL; tables and chairs are to be provided by SABF.
2. SAPL Teens will host and staff activities. as agreed to between both parties.

Staffing & Services

1. On Saturday, April 7, 2018, the Central Library's public service staff hours to 1st Floor will be extended by one hour to close at 6 p.m.
    a. Staffing will be adjusted to accommodate the extended business hours for that day.
    b. Library will begin closing procedures starting at 5:30 p.m. on floors 2 – 6
    c. Staff will not turn off lights on floors 2-6 until 6 pm and will assist Security in doing final floor sweeps for those floors.
    d. Computers will shut down in Connect at 5 pm as per usual.
    e. The Library will not make an intercom announcement announcing closure.
2. Marketing event staff and managers will support SABF planning and coordination by attending pre-event logistics meetings and assisting on the day of the event.

Facility Management

1. Staffing for first floor bathrooms will consist of in-house SAPL facilities who will maintain cleaning schedule intervals of every 15 minutes between the hours of 9 a.m. and 6 p.m.
    a. The Library will absorb this additional cost
2. Additional security guards and extended staff coverage hours
    a. The Library will absorb this additional cost
3. Additional facilities/maintenance staff and extended staff coverage hours.
    a. The Library will absorb this additional cost
4. Additional service staffing and extended staff coverage hours

    a. The Library will absorb this additional cost and/or schedule adjustments
5. Ground covering for the Central Library Plaza under the Cooking Demonstration Tent will be provided by SABF.
6. SAPL will offer use of sign stands, as available, for signage needs. Printed signs to be provided by SABF.
7. SAPL to provide 35-gallon trash cans based on available inventory. SABF to secure additional trash cans and recycle bins as needed for Plaza and other outdoor SAPL areas.
8. SABF will coordinate parking garage needs/requests (i.e., use of parking garage for event, banner installation).
    a. SAPL may assist with securing added parking at neighboring parking lots.

Partnerships

1. Partnerships with SABF and its partners, such as Launch SA, Southwest School of Art Barnes & Noble and other vendors will be liaised directly between the two parties.
2. A SABF official representative will communicate any special requests from SABF or its partners directly to the Library Event Services lead and the Community & Public Relations Manager.

Publicity

1. SAPL provides full spectrum promotional support to SABF through its 30 Library locations as well as all publicity channels available including its website.
2. Other materials and support will be provided as agreed upon between SAPL and SABF.

Event Value and Metrics

1. SABF will provide a comprehensive annual Book Festival report by June 1, 2018 to include:
    a. SABF Budget
    b. Overall attendance for SABF and related activities for Festival day.
    c. Program-specific attendance
    d. Number of authors participating in SABF
    e. Publicity value and synopsis of media coverage
    f. Number of volunteers
    g. Number of partnerships with other organizations or entities
    h. Any other data used to gauge the value of the Book Festival
2. SAPL will provide SABF with a door count provided by the Central Library's automated door counter located at the facility's entry doors.

General

1. Support outlined in this Appendix can be modified with concurrence by both SAPL and SABF on any changes.

EVENT SUPPORT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its Executive Director of Department of Arts & Culture ("DA&C"), pursuant to Ordinance No. 2017-09-14-_____, passed and approved on the 14th day of September, 2017 and Luminaria, by and through its Board President ("Contractor"), both of which may be referred to herein collectively as the "Parties."

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the Executive Director of City's Department of Arts & Culture.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 1, 2017 and terminate on September 30, 2018.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Contractor shall be responsible for the production, operation and management of the Luminaria events in Fiscal Year 2017 and preparation for 2018 ("Events"). Specifically, Contractor shall provide the following services for the Events:

3.1.1 Contracts with performers/artists;
3.1.2 Marketing;
3.13 Production of event and equipment rental;
3.1.4 Security;
3.1.5 Operational and Administrative costs related to production of Events.
3.1.6 Planning for 2018 Event

3.2 All work performed by Contractor hereunder shall be performed to the satisfaction of Executive Director. The determination made by Executive Director shall be final, binding and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Executive Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Executive 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.

IV. COMPENSATION TO CONTRACTOR

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Executive Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed $350,000 as total compensation, to support the Events. Contractor shall be paid as follows:

4.1.1 City shall pay Contractor $ 300,000 upon final execution of the Agreement. Contractor shall invoice City for such payment.

4.1.2 City shall pay the remaining compensation due under this Agreement on a reimbursement basis. After Contractor presents receipts equal to the payment made under Subsection 4.1.1, Contractor may begin invoicing City on a monthly basis for the remainder of the funds due.

4.1.3 City shall pay all valid and approved invoices within 30 days of receipt, subject to the provisions of Sections 3.2 and 4.3.

4.1.4 In the event this Agreement is terminated early or if services do not satisfy the requirements of Sections 3.2, Contractor shall return any unearned funds received under Subsection 4.1.1.

4.2 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in Section 4.1 above. Total payments to Contractor cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in

writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the Executive Director. Final payment will be made to Contractor following written approval of the final work products and services by the Executive Director. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor**.**

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 Contractor 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"), 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.

6.2 Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City**,** immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and

handle all such requests.

VII. TERMINATION

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

7.2 Termination Without Cause**.** This Agreement may be terminated by the City upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 15 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such 15-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 contractor 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 contractor against Contractor'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.

7.4.1 Bankruptcy or selling substantially all of company's assets
7.4.2 Failing to perform or failing to comply with any covenant herein required
7.4.3 Performing unsatisfactorily

7.5 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.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect 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 Contractor**,** or provided to Contractor**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within 45 calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor 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 by Contractor to submit its claims within said 45 calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.9 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 Contractor for any default hereunder or other action.

VIII. NOTICE

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:

City of San Antonio
Debbie Racca-Sittre, Executive Director
Department of Arts & Culture
115 Plaza de Armas, Suite 102
San Antonio, TX 78205

If intended for Contractor, to:

Luminaria
Attn: Kathy Armstrong
PO Box 120188
San Antonio, TX 78212

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Department of Arts & Culture, which shall be clearly labeled "Luminaria" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Arts & Culture. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

9.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

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

TYPE	AMOUNTS
Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

9.4 City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by City, 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Arts & Culture
P.O. Box 839966
San Antonio, Texas 78283-3966

9.5 Contractor 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 insured 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 polices;

- 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance

should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

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

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, Executive 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, Executive Director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, Executive Directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

10.3 Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

10.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work. All subcontractors require the prior written approval of City.

11.3 Any work or 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 Agreement.

Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

11.4 Except as otherwise stated herein, Contractor 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 Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree 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 Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 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 Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned

utilities. An officer or employee has a "prohibited financial interest" in a contract with 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.2 Contractor warrants and certifies as follows:

(i) Contractor and its officers, employees and agents are neither officers nor employees of City.

(ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.3 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

XIV. AMENDMENTS

14.1 Except where 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 Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XV. SPECIAL PROVISIONS

15.1 Indecency. The following is City's policy statement regarding material and/or performances funded under this Agreement**:**

15.1.1 Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Agreement an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the

City a copy of the content of the notice to be displayed along with the notification required by Subsection 15.1.1.

15.1.2 Contractor must make DA&C aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

15.1.3 Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

15.1.4 City shall have the right to terminate this Agreement upon finding that Contractor's activities are not in compliance with the above provisions.

15.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Agreement is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor shall update said list or calendar in the event of any modifications or additions.

15.3 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

15.4 Removal/Relocation of artwork. Contractor acknowledges that the location of some or all of the artwork created through a Project on City property may necessitate future removal or relocation that may subject such artwork to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation, if practical and economically feasible, as determined by City, in its sole discretion, will occur in conformity with the guidelines and review requirements listed in the City's Public Art Policies and Procedures. Contractor agrees that a City decision made under this paragraph regarding if, when, and how, to remove such artwork is final.

Contractor hereby expressly consents to both the installation and removal of any and all artwork contained in the Project and thereby expressly waives his/her Moral Rights to such artwork. It is agreed that if such artwork is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, that artwork may not thereafter be referred to as "a Project by Contractor".

XVI. SEVERABILITY

16.1 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.

XVI. LICENSES/CERTIFICATIONS

16.1 Contractor warrants and certifies that Contractor 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.

XVII. COMPLIANCE/CITY SUPPORTED PROJECTS

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

17.2 Non-Discrimination**.** As a party to this Agreement, Contractor 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.

17.3 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Department of Arts & Culture" and by utilizing the official DA&C logo. The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Agreement.

17.4 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City. Additionally, contractor's website shall include a hot link to www.getcreativesanantonio.com home page.

17.5 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Agreement shall be considered to be authorized for funding by City.

17.6 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

17.7 Contractor shall have all City-supported programs, events and services open to the public and said venues must be accessible in accordance with the 1990 American Disabilities Act (ADA) compliance.

17.8 All City-supported events must take place within the City of San Antonio city limits.

17.9 Contractor shall submit an application to Tricentennial Commission to become a "Tricentennial Partner" as all events sponsored by City of San Antonio during the 2018 year shall be designated as "Tricentennial Events" and marketed through the Tricentennial Commission as well as agency and DA&C efforts.

17.10 Contractor also understands and agrees that in addition to their regularly scheduled programs/events, special provisions may also be incorporated into the current year's performance plan to include activities affiliated with San Antonio Film and music projects, and special works identified for the City's Tricentennial Celebration. This requirement may include, but not be limited to the display and incorporation of logos associated with each of the identified entities, and special recognition on marketing materials, websites, and other sources of media. If necessary, this Agreement shall be amended to include such additional services.

XVIII. NON WAIVER OF PERFORMANCE

18.1 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 XIV. 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.

XIX. LAW APPLICABLE

19.1 **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.**

19.2 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.

19.3 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement. City relies on Contractor's verification. If found to be false, City may terminate this Agreement for material breach, without providing the opportunity to cure.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

22.1 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.

XXIII. ENTIRE AGREEMENT

23.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XIV. Amendments.

EXECUTED and AGREED to be effective October 1, 2017.

CITY OF SAN ANTONIO	**LUMINARIA**
Debbie Racca-Sittre, Department of Arts & Culture Executive Director	Kathy Armstrong Executive Director

Approved as to Form:

_____

City Attorney

AGREEMENT FOR VOLUNTEER COORDINATOR, VISITOR ADMISSIONS, BOOKKEEPING and HORTICULTURAL SERVICES WITH THE SAN ANTONIO BOTANICAL GARDEN SOCIETY, INC.

STATE OF TEXAS

COUNTY OF BEXAR

This Agreement is made and entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No._____ dated September _____, 2017, and the San Antonio Botanical Garden Society, Inc. ("Consultant"), a Texas non-profit organization, both of whom may be referred to collectively as the "Parties".

RECITALS

WHEREAS, City and Consultant have had a successful relationship managing the San Antonio Botanical Garden since 1981, and

WHEREAS, pursuant to Ordinance No. 2010-10-21-0929, City and Consultant established a License and Lease Agreement to transition the operation and management of the San Antonio Botanical Garden to Consultant; and

WHEREAS, pursuant to Ordinance No. 2012-09-13-0696, City and Consultant entered into an Agreement to provide funding for a Volunteer Coordinator, Visitor Admissions, Bookkeeping, and Horticultural Services, for the transitional operation and management of the San Antonio Botanical Garden; and

WHEREAS, City and Consultant wish to continue providing funds for a Volunteer Coordinator, Visitor Admissions and Bookkeeping Services, and provide additional funds for a Horticulturist; for the continued operation and management of the San Antonio Botanical Garden,

NOW THEREFORE, FOR VALUABLE CONSIDERATION, 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. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.

1.2 "Consultant" is defined in the preamble of this Agreement.

II. TERM

2.1 This Agreement shall commence on October 1, 2017 and terminate on September 30, 2018.

III. SCOPE OF SERVICES

3.1 Consultant shall employ a Volunteer Coordinator to oversee the volunteer program duties previously provided through a City employee. The Volunteer Coordinator will be a full time employee and oversee

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volunteer programs for the Botanical Garden. Consultant will offer the Volunteer Coordinator benefits comparable to other full time San Antonio Botanical Garden Society, Inc. employees.

3.2 City will continue to make available a telephone and computer for the Volunteer Coordinator.

3.3 Consultant shall employ a Horticulturist to oversee the horticultural duties previously provided through a City employee. The Horticulturist will be a full time employee and oversee horticultural duties for the Botanical Garden. Consultant will offer the Horticulturist benefits comparable to other full time San Antonio Botanical Garden Society, Inc. employees.

3.4 Consultant will assume the responsibilities associated with the admissions visitor services. Admissions visitor services shall be defined as collection of revenue for appropriate entrance categories, providing printed receipts to patrons, providing admissions and/or revenue reports as needed and implementation of reasonable, mutually agreed upon, cash control processes. Consultant staff coverage will be scheduled to ensure that admission functions are operational during all hours that the Botanical Garden is open to the public. These services will be provided through Consultant's employment of Cashiers and a Bookkeeper or similar positions as determined by Consultant. Consultant will offer the Cashiers and Bookkeeper benefits comparable to other full-time and part-time San Antonio Botanical Garden Society, Inc. employees. Admissions revenue will be collected in accordance with License Agreement and will be deposited to City account on a weekly basis, unless otherwise mutually agreed upon. Consultant may retain revenue adequate to cover City's proportional share of credit card fees associated with collection of Admissions, which shall be reviewed annually.

IV. COMPENSATION TO CONSULTANT

4.1 City agrees to reimburse Consultant an amount not to exceed $211,307.00 as total compensation for the Scope of Services as detailed in Attachment A: Budget, during each fiscal year of the term of this Agreement, to include; a) base salary, Employer Federal Insurance Contributions Act (FICA)/Medicare, state unemployment, health insurance, worker's compensation, life insurance, and 401K matching contribution for employees, b) all costs associated with the third-party security services and c) uniforms, and office supplies for the Volunteer Coordinator, Horticulturalist, Cashiers and Bookkeeper. City shall not be obligated or liable under this Agreement to any party other than Consultant for the payment of any monies or the provision of any goods or services.

4.2 On no more than a quarterly basis, Consultant will submit to City a request for reimbursement which will include copies of paychecks detailing gross salary and deductions for the Volunteer Coordinator, Cashiers, Bookkeeper and Horticulturist positions, evidence of payment for third-party security services and evidence of payment for uniforms and office supplies for these positions. City shall review the requests for reimbursement and, if acceptable to City, provide reimbursement within thirty (30) calendar days of receipt.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1.

V. OWNERSHIP OF DOCUMENTS

5.1 All work created for this contract shall be deemed work for hire and as such, any and all records, writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City. No such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant**.**

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VI. RECORDS

6.1 Consultant 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"), 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 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.

6.2 Consultant shall notify City promptly in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

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

7.2 Termination Without Cause**.** This Agreement may be terminated by City at any time with 30 days' written notice to Consultant.

7.3 Consultant may terminate this Agreement for cause, including non-payment of invoices, but shall be required to provide City 30 days' written notice in accordance with Article VIII. Notice, and an opportunity to cure the default.

7.4 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, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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.

7.6 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 Consultant for any default hereunder or other action.

VIII. NOTICE

8.1 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.

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If intended for City, to:
City of San Antonio
Attn: Director of Parks and Recreation
P O Box 839966
San Antonio TX 78238-3966

If intended for Consultant, to:
San Antonio Botanical Garden Society
Attn: Joan Wright, Controller
555 Funston
San Antonio TX 78209

IX. INSURANCE

9.1 Consultant shall be responsible for insuring the Volunteer Coordinator for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Consultant will attach a waiver of subrogation in favor of the CITY.

X. INDEMNIFICATION

10.1 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 Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, grantee 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 Agreement. 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.

10.2 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 AGREEMENT 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.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Except as otherwise stated herein, Consultant 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 City, as evidenced in writing. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.2 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant violate this

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article, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement.

XII. INDEPENDENT CONTRACTOR

12.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. The doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that 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 Consultant under this Agreement and that Consultant have no authority to bind City.

12.2 Furthermore, regardless of where the work shall be performed, what supplies or resources are provided by City, what instruction or direction is provided by City, Consultant shall not be deemed an employee of City, and shall not be entitled to wages or benefits from City, other than the compensation provided herein.

XIII. CONFLICT OF INTEREST

13.1 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 Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.2 Consultant warrants and certifies as follows:

(i) Consultant and its officers, employees and agents are neither officers nor employees of the City.
(ii) Consultant has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.3 Consultant acknowledges that City's reliance on the above warranties and certifications is reasonable.

XIV. AMENDMENTS

14.1 Except where 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 Consultant.

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XV. SEVERABILITY

15.1 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.

XVI. NON-DISCLOSURE

16.1 Consultant shall not disclose any information, verbally or in writing, related to this Agreement without the express written consent of the City. Consultant shall immediately notify City in the event that a third party submits a request for information related to this Agreement.

XVII. COMPLIANCE

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

XVIII. NON-WAIVER OF PERFORMANCE

18.1 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. 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.

XIX. LAW APPLICABLE

19.1 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.

19.2 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.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

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XXII. CAPTIONS

22.1 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.

XXIII. ENTIRE AGREEMENT

23.1 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. Amendments.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

_____
Xavier D. Urrutia, Director
Parks and Recreation Department

Date: _____

SAN ANTONIO BOTANICAL GARDEN SOCIETY, INC.

_____
John Troy, President
San Antonio Botanical Garden Society, Inc.

Date: _____

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Attachment A: Budget

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Attachment A: Budget

San Antonio Botanical Garden Society FY2018 Budget For Volunteer, Visitor, Bookkeeping and Horticultural Services	
Personnel	Salary
Volunteer Services	$46,180.00
Visitor Services	$83,026.00
Bookkeeping Services	$53,211.00
Horticultural Services	$50,000.00
Total	$232,417.00
City of San Antonio Funding	**$211,307.00**
Support from San Antonio Botanical Garden Society	$21,110.00

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STATE OF TEXAS §
§ FUNDING AGREEMENT – SAN ANTONIO PARKS
COUNTY OF BEXAR § FOUNDATION

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____ , and San Antonio Parks Foundation (hereinafter referred to as "Grantee"), a Texas non-profit corporation.

RECITALS

WHEREAS, Grantee has relied on proceeds generated from producing multiple major free events in public parks within the City of San Antonio, such as the annual New Year's Eve Celebrate San Antonio, Fest of Tails Kite Festival and Dog Fair, Jazz'SALive at Travis Park, 4th of July Celebration at Woodlawn Lake Park and Twilight in the Park at Travis Park, to fund its operating expenses related to improving San Antonio's parks; and

WHEREAS, Grantee is a single purpose entity devoted to the preservation, development and acquisition of municipal public parks of the City of San Antonio and has been engaged in this activity for many years; and

WHEREAS, this support has resulted in the donation of many acres of new public park land for the use and enjoyment of the citizens of the City of San Antonio; and

WHEREAS, City and Grantee desire for Grantee to continue to facilitate improvements to San Antonio parks and to provide financial support to park projects; and

WHEREAS, City has agreed to provide funding of $100,000 for one (1) year to Grantee so that they may continue their activities in support of San Antonio's parks,

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

I. TERM

1.01 This Agreement shall continue in full force and effect for one (1) year, from October 1, 2017 through September 30, 2018.

II. GENERAL RESPONSIBILITIES

2.01 The funds provided for under this Agreement shall only be used for operating expenses related to the activities of the San Antonio Parks Foundation in substantial conformance with the budget for operating expenses as described in Exhibit A, attached.

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2.02 City shall provide $100,000 for Grantee's operating expenses, commencing October 1, 2017.

2.03 Payment will be made by City to Grantee in two equal payments on December 15, 2017, and April 30, 2018. City will provide the Funds as outlined below:

2.04 Grantee shall provide to City on a bi-annual basis an invoice thirty (30) days prior to due date to pay Allowable Expenses as outlined in Exhibit A of this Agreement and shall include a budget of anticipated Allowable Expenses for a specified duration of time ranging from not less than thirty (30) days but not longer than sixty (60) days per disbursement.

a. Grantee shall submit to City an annual report prepared by a certified public accountant listing allowable expenses paid, the payee, and date and amount paid. A copy of an invoice and evidence of payment for each expenditure must be attached to each report. Grantee agrees to provide other supporting documentation as may be requested by City. Grantee will provide annual report within sixty (60) days following termination of this Agreement.

b. For all disbursements, City will review Grantee's reports and supporting documentation and notify Grantee if any expenditure is determined by City to be outside the permissible parameters of this Agreement and funding for those items will be deducted from subsequent disbursements to Grantee.

c. If deductions are made from the periodic payments for items that City has determined to be ineligible, Grantee shall have the right to request payment at a later date for an alternate eligible expenditure so that the full potential funding amount may be achieved.

d. All Funds and accounts into which Grantee may deposit the Funds will be subject to review and/or audit by City.

e. All records and files on matters funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of the City, and shall continue to be so available for a period of three (3) years. If at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, Grantee shall retain the records until the resolution of such litigation or audit.

f. The City shall not be obligated to any third parties (including any subcontractors of Grantee);

g. Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given to Grantee for failure to comply with this Agreement.

2.05 Grantee shall provide to City at no cost to City, copies of any and all documents or information related to the operating expenses which have been paid for with the funds provided under this Agreement.

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2.06 Unless written notification by Grantee to the contrary is received and approved by City, the President of Grantee's Board of Directors shall be Grantee's designated representative responsible for the management of this Agreement.

2.07 Grantee shall furnish to the Parks and Recreation Department a financial statement for all items funded by or through the City. Such statement shall be prepared by and signed by Grantee's chief financial officer by August 31, 2018.

2.08 Grantee shall furnish to the Parks and Recreation Department an annual report to identify amount of funds raised for capital improvements in City parks and natural areas, amount of land acquired for additional City park space and natural areas, amount of grants obtained for the benefit of City parks system, and any other efforts achieved on behalf of the City parks system. Grantee shall deliver such annual report no later than August 31, 2018.

2.09 The Parks and Recreation Department Director ("Director"), or his or her designee, is responsible for the administration of this Agreement on behalf of City.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 Grantee covenants and agrees that it will comply with all Federal, State and Local laws and regulations.

3.02 Grantee covenants and agrees that it shall not engage in any political activities in violation of its tax-exempt status. Prohibited activities include, but are not necessarily limited to the assignment by Grantee of any employee to work for or on behalf of a political activity, to take part in voter registration activities, to provide voters and prospective voters with transportation to the polls, or to participate in partisan political activities, such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing and distributing political pamphlets in an effort to persuade others of any political view.

IV. LEGAL AUTHORITY

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

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

V. ACCOUNT OF FUNDS BY GRANTEE

5.01 Grantee agrees to maintain records that will provide accurate, current, and complete disclosure of the status of any funds received and/or expended pursuant to this Agreement. Grantee further agrees:

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a. That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices.

5.02 Grantee 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 for a minimum of five (5) years from the date of termination.

VI. ACCESSIBLITY OF RECORDS

6.01 At any time and as often as City may deem necessary, upon five (5) calendar days from receipt of written notice, Grantee shall make all of its records pertaining to this Agreement, including all financial accounts into which these funds have been placed, available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

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

VII. MONITORING AND EVALUATION

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

7.02 Grantee will refund to the City any expense or charge that is disapproved or disallowed as a result of any audit. In the alternative, Grantee agrees to allow the City to deduct such amount or charge as a claim against future payments.

7.03 Grantee agrees that the funds received under this Agreement shall not be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City.

7.04 Grantee agrees that no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

VIII. INDEMNIFICATION

8.01 **GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not**

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limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to GRANTEE's activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, grantee or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

8.02 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

IX. NONDISCRIMINATION

9.01 As a party to this contract, Grantee 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.

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 Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

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10.2 Consultant warrants and certifies as follows:

(i) Consultant and its officers, employees and agents are neither officers nor employees of the City.

(ii) Consultant has tendered to the City a 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. POLITICAL ACTIVITY

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

XII. CHANGES AND AMENDMENTS

12.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee.

12.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

12.03 The Director of the Parks and Recreation Department may amend this Agreement without further action by City Council in order to revise the Allowable Expenses in Exhibit A of this Agreement.

XIII. ASSIGNMENTS

13.01 Grantee shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first obtaining the written approval of City. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third party.

XIV. SEVERABILITY OF PROVISIONS

14.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect

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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 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.

XV. NON-WAIVER OF PERFORMANCE

15.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver change, modification or discharge by either Part 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.

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

XVI. ENTIRE AGREEMENT

16.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, date subsequent to the date hereof and duly executed by the Parties.

XVII. NOTICES

17.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Director, Parks and Recreation Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Grantee: San Antonio Parks Foundation
400 N. St. Mary's, Suite 101
San Antonio, Texas 78205

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

XVIII. PARTIES BOUND

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

XIX. RELATIONSHIP OF PARTIES

19.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XX. TEXAS LAW TO APPLY

20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

XXI. GENDER

21.01 Words of 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.

XXII. CAPTIONS

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

[Signatures appear on the next page.]

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EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the _____ day of _____, 2017.

CITY OF SAN ANTONIO

By: _____
Xavier D. Urrutia, Director
Parks and Recreation Department

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM**:**

_____
CITY ATTORNEY

SAN ANTONIO PARKS FOUNDATION

By: _____
Mary Jane Verette, President and CEO

EXHIBIT A: Operating Budget
EXHIBIT B: SBEDA ORDINANCE COMPLIANCE PROVISIONS

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NEC ENHANCEMENT MATCHING GRANT PROGRAM

GRANTEE AGREEMENT

PROPERTY AT: XXXX
PROJECT NUMBER NEC18-___

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This AGREEMENT is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Director of the Planning Department pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and XXXX (hereinafter referred to as "GRANTEE"), in connection with the subject property located at XXXX (hereinafter referred to as the "Property").

WHEREAS, CITY has earmarked $500,000.00 in FY 2018 General funds to improve the marketability of the Perrin Beitel and Nacogdoches corridors that are included within the boundaries of the Northeast Corridor (NEC) Revitalization Initiative by enhancing the appearance and function of existing commercial buildings; and

WHEREAS, GRANTEE has submitted an application for, and is deemed eligible to receive funds based upon its application for façade, landscape and/or signage improvements at GRANTEE'S Property (hereinafter referred to as "Project"); and

WHEREAS, the City Council has designated the Planning Department as the CITY department responsible for the administration and monitoring of the Project and all matters pertaining thereto; and

WHEREAS, the CITY wishes to engage GRANTEE to implement and manage said Project; **NOW THEREFORE:**

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

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall terminate on the earlier of (a) DATE or (b) Project completion.

II. RESPONSIBILITIES

2.1 GRANTEE hereby accepts responsibility for the performance, in a satisfactory

and efficient manner as solely determined by CITY, of all services and activities set forth in this AGREEMENT.

2.2 Unless written notification by GRANTEE to the contrary is received and approved by CITY, NAME, as TITLE for GRANTEE, shall be responsible for the management of all contractual matters pertaining to this AGREEMENT.

2.3 CITY's Director of the Planning Department or his/her designee shall be CITY's representative responsible for the administration of this AGREEMENT.

2.4 Communications between CITY and GRANTEE shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.2 and 2.3 hereinabove.

III. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

3.1 GRANTEE shall obtain all necessary permits, if required, prior to the commencement of the Project.

3.2 GRANTEE shall coordinate with the appropriate utility provider(s) and/or CITY departments and obtain all necessary authorizations prior to commencement of the Project, and submit same to CITY's Planning Department within ten days of GRANTEE's receipt thereof.

3.3 GRANTEE shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting GRANTEE's operations pursuant to this AGREEMENT.

3.4 The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to construction work performed on the City funded portion of this Agreement. GRANTEE agrees that its construction contractor performing work on the City funded portion of the Project will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 (attached hereto as Exhibit "C") and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits.

3.5 In accordance with the provisions of Chapter 2258 and Ordinance No. 2008-11-20-1045, GRANTEE shall request upon advertisement of construction bids, and the City will provide GRANTEE with the appropriate wage determination which includes the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the construction work. With respect to the City funded portion of the Project, the GRANTEE is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time the GRANTEE calls for bids for construction of a given phase. With respect to the City funded portion of the Project, the GRANTEE is further required to cause the latest prevailing wage determination decision to be included

in bids and contracts with the GRANTEE'S general contractor and all subcontractors for construction of each Phase. GRANTEE is responsible for and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City will audit certified payroll records as necessary in accordance with this AGREEMENT.

3.6 GRANTEE understands and acknowledges that CITY may request periodic reports or support to ensure adherence to prevailing wage rates provisions.

3.7 Upon audit of the records and certified payrolls, should the CITY or its auditors find any wage violations, GRANTEE shall cause its construction contractor to forfeit as a penalty to the CITY sixty dollars ($60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done pursuant to this AGREEMENT, by the contractor or any sub-contractor.

3.8 GRANTEE understands and agrees that the establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code and City Ordinance 2008-11-20-1045 shall not be construed to relieve GRANTEE**,** GRANTEE's contractor or any subcontractor from the obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder.

3.9 GRANTEE, its contractor and any subcontractor, in the execution of this AGREEMENT, agrees that GRANTEE shall not discriminate in GRANTEE's employment practices against any person because of race, color, creed, sex or origin. GRANTEE and its contractor and any subcontractor agrees that he/she/it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

3.10 GRANTEE shall forward any questions regarding these prevailing wage provisions to LaborComplianceOffice-LCO@sanantonio.gov.

IV. LEGAL AUTHORITY

4.1 GRANTEE represents, warrants, assures, and guarantees that it possesses the legal authority pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.2 The signer of this AGREEMENT for GRANTEE represents, warrants, assures, and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of GRANTEE and to bind GRANTEE to all terms, performances, and provisions herein contained.

4.3 In the event that a dispute arises as to the legal authority to enter into this AGREEMENT of either the GRANTEE or the person signing on behalf of GRANTEE, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, GRANTEE shall be liable to CITY for any money it has received from CITY for performance of any of the provisions hereof.

V. MAINTENANCE OF EFFORT

5.1 GRANTEE agrees that the funds and resources provided to it under the terms of this AGREEMENT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources, services, or other benefits which would have been available to, or provided through, GRANTEE had this AGREEMENT not been executed.

VI. PERFORMANCE BY GRANTEE

6.1 GRANTEE, in accordance and compliance with the terms, provisions, and requirements of this AGREEMENT and the NEC Enhancement Grant Program Guidelines as described in GRANTEE's Project Application, shall manage, perform, and provide all of the activities and services set forth in the Project Scope of Work & Design Requirements attached hereto, and incorporated herein for all purposes as Exhibit "A," to CITY's satisfaction, utilizing only those funds available for utilization under the Project Budget, also attached hereto and incorporated herein for all purposes as Exhibit "B."

6.2 Modifications or alterations to Exhibit "B" may be made only pursuant to the prior written approval of CITY's Director of the Planning Department or his/her designee.

VII. REIMBURSEMENT BY CITY

7.1 In consideration of GRANTEE's performance, in a satisfactory and efficient manner as determined by CITY, of all services and activities set forth in this AGREEMENT, CITY agrees to reimburse GRANTEE for all eligible expenses incurred hereunder. Such reimbursement, however, shall be in accordance with the Project Budget set forth in Exhibit "B" and shall be subject to any and all limitations and provisions set forth in this Article and in Article VIII hereunder.

7.2 GRANTEE understands and agrees that CITY shall conduct a final inspection of the Project to ensure that GRANTEE has performed hereunder to CITY's satisfaction, prior to disbursement of AGREEMENT funds.

7.3 GRANTEE understands and acknowledges that reimbursement by the CITY will be made after Project completion and subject to final inspection. Notwithstanding any other provision of this AGREEMENT, the total of all payments and other obligations

made or incurred by CITY hereunder shall not exceed sixty-seven percent (67%) of the lesser of a) the Project Cost as outlined in the Project Budget (Exhibit "B"), or b) the actual Project Costs, provided however, in no event shall CITY pay GRANTEE an amount greater than $XXXX [this is the "Reimbursement to Grantee" amount on the Budget Detail].

Said payments shall be made upon CITY's approval of the completed Project and GRANTEE's request for reimbursement, to be in a form determined by CITY, and accompanied by any and all receipts, invoices, cancelled checks, and other documentation within thirty (30) days of Project completion.

7.4 CITY shall not be liable for any GRANTEE cost, or portion thereof, which:

(A) Has been paid, reimbursed or is subject to payment or reimbursement from another source;

(B) Was incurred prior to the commencement date or subsequent to the termination date of this AGREEMENT as specified in Article I hereinabove;

(C) Is not in strict accordance with the terms of this AGREEMENT, including all exhibits attached hereto; and/or

(D) Is not an allowable cost as defined by Article IX of this AGREEMENT or by the Project Budget (Exhibit "B").

7.5 CITY shall not be obligated or liable under this AGREEMENT to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

VIII. RECEIPT, DISBURSEMENT, AND ACCOUNT OF FUNDS BY GRANTEE

8.1 Within ten (10) working days of CITY's written request therefor, GRANTEE shall refund to CITY any sum of money paid by CITY to GRANTEE later determined to:

(A) Have resulted in overpayment to GRANTEE;

(B) Have not been spent by GRANTEE strictly in accordance with the terms of this AGREEMENT; and/or

(C) Not be supported by adequate documentation to fully justify the expenditure.

8.2 Upon termination of this AGREEMENT should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, GRANTEE shall refund such amount to CITY within

ten (10) working days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified. Refunds of disallowed or disapproved costs, however, shall not be made from funds received pursuant to this AGREEMENT or from funds received from or through the CITY.

IX. ALLOWABLE COSTS

9.1 Costs shall be considered allowable only if approved in writing and incurred directly and specifically in the performance of and in compliance with this AGREEMENT and with all city, state and federal laws, regulations, and ordinances affecting GRANTEE's operations hereunder.

9.2 Approval of GRANTEE's budget as set forth in Exhibit "B," however, shall not constitute prior written approval of all the items included therein. For example, CITY's prior written authorization shall be required on any and all sub-contracts. GRANTEE understands and acknowledges that CITY shall not be obligated to any third parties (including any sub-contractors of GRANTEE), nor shall CITY funds be used to pay for contract services extending beyond the expiration of this AGREEMENT.

9.3 Written requests for prior approval shall be GRANTEE's responsibility and shall be made within sufficient time to permit a thorough review by CITY. Written approval by CITY must be obtained prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Procurements and/or purchases which must be approved pursuant to the terms of this AGREEMENT shall be conducted entirely in accordance with all applicable terms, provisions, and requirements hereof.

X. PROGRAM INCOME

This Article intentionally left blank

XI. FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

11.1 GRANTEE further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

(B) No litigation or proceedings are presently pending or threatened against GRANTEE;

(C) None of the provisions contained herein contravene or in any way conflict with the authority under which GRANTEE is doing business or with the provisions of any existing indenture or agreement of GRANTEE;

(D) GRANTEE has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

(E) None of the assets of GRANTEE are both currently and for the duration of this AGREEMENT subject to any lien or encumbrance of any character, except for current taxes not delinquent, and except as shown in the financial statements provided by GRANTEE to CITY.

11.2 During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, GRANTEE covenants that it shall not, without the prior written consent of CITY's Director of the Planning Department or his/her designee:

(A) Mortgage, pledge, or otherwise encumber or cause to be encumbered any of the assets of GRANTEE now owned or hereafter acquired by it;

(B) Permit any pre-existing mortgages, liens, or other encumbrances to remain on or attached to any of the assets of GRANTEE which are allocated to the performance of this AGREEMENT and with respect to which CITY has ownership hereunder;

(C) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivable, notes or claims for money due or to become due;

(D) Sell, convey, lease, or sub-lease all or any substantial part of its assets; or

(E) Make any advance or loan to, or incur any liability as guarantor, surety or accommodation endorser for any other firm, person, entity, or corporation.

XII. MAINTENANCE OF RECORDS

12.1 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. GRANTEE further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT and with all applicable federal and state regulations establishing standards for financial management; and

(B) That GRANTEE's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

12.2 GRANTEE agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the expenditures of funds under this AGREEMENT.

12.3 GRANTEE agrees to include the substance of this Article in all of its sub-contracts.

12.4 Nothing in this Article shall be construed to relieve GRANTEE of fiscal accountability and liability pursuant to this AGREEMENT and any applicable rules, regulations, and laws.

XIII. ACCESSIBILITY OF RECORDS

13.1 At any reasonable time and as often as CITY may deem necessary, GRANTEE shall make all of its records relative to the Project and/or this AGREEMENT available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts, and/or copies of same. GRANTEE's records shall include, but shall not be limited to, the following: contracts and invoices.

XIV. MONITORING AND EVALUATION

14.1 CITY shall perform periodic on-site inspections of GRANTEE's performance pursuant to the terms of this AGREEMENT.

14.2 GRANTEE agrees that CITY may carry out inspections and evaluation activities so as to ensure compliance by GRANTEE with this AGREEMENT, the Scope of Work & Design Requirements set forth in Exhibit "A," and with the program assurances and certifications executed by CITY, and with all other laws, regulations, and ordinances related to the performance hereof.

14.3 GRANTEE agrees to cooperate fully with CITY in the development, implementation, and maintenance of record-keeping systems and to provide CITY with any data determined by CITY to be necessary for its effective fulfillment of its inspection and evaluation responsibilities.

14.4 GRANTEE agrees that it will cooperate with CITY in such a way so as not to obstruct or delay CITY in its inspections of GRANTEE's performance and that it will designate one of its staff to coordinate the inspection process as requested by CITY staff.

XV. INSURANCE

15.1 GRANTEE agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this AGREEMENT, GRANTEE shall furnish copies of all required endorsements and completed Certificate of Insurance to the CITY's Planning Department, which shall be clearly labeled "ADDRESS of GRANT PROPERTY" in the Description of Operations block of the Certificate. The Certificate shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate and endorsements have been received and approved by the CITY's Planning Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

(B) The CITY reserves the right to review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT. In no instance will CITY allow modification whereby CITY may incur increased risk.

(C) A GRANTEE's financial integrity is of interest to the CITY; therefore, subject to GRANTEE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, GRANTEE shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at GRANTEE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	**AMOUNTS**
1. Broad form Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage of $1,000,000 per occurrence;
a. Premises/Operations	$2,000,000 General Aggregate, or
*b. Independent Contractors	its equivalent in Umbrella or Excess
c. Products/Completed Operations	Liability Coverage
d. Personal Injury	
e. Contractual Liability	
f. Damage to property rented by you	f. $100,000.00

(D) GRANTEE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of GRANTEE herein, and provide a certificate of insurance and endorsement that names the GRANTEE and the CITY as additional insureds. GRANTEE shall provide the 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 AGREEMENT for all purposes.

(E) 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). GRANTEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. GRANTEE shall pay any costs incurred resulting from said changes.

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

(F) GRANTEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies.

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy.

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

(I) Nothing herein contained shall be construed as limiting in any way the extent to which GRANTEE may be held responsible for payments of damages to persons or property resulting from GRANTEE's or its subcontractors' performance of the work covered under this AGREEMENT.

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

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

(L) GRANTEE and any subcontractors are responsible for all damage to their own equipment and/or property.

XVI. INDEMNIFICATION

16.1 GRANTEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to GRANTEE's activities under this AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, contractor or subcontractor of GRANTEE, and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall promptly advise the CITY in writing of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

16.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this Article (Article XVI), is an INDEMNITY extended by GRANTEE to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. GRANTEE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

16.3 It is expressly understood and agreed that GRANTEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions and that CITY shall in no way be responsible therefor.

XVII. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

17.1 GRANTEE shall comply with all applicable local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws in contracting with third parties to perform the project work hereunder.

17.2 So that CITY can investigate compliance with local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws, GRANTEE shall furnish to CITY any and all information and reports requested by CITY, and shall permit access by CITY of any and all of its books, records, and accounts.

17.3 In the event of non-compliance by GRANTEE (or GRANTEE's sub-contractors) with local, state, and federal equal employment opportunity and affirmative action rules, regulations, and laws, this AGREEMENT may be canceled, terminated, or suspended by CITY, in whole or in part, and GRANTEE may be barred from further contracts with CITY.

XVIII. NONDISCRIMINATION

18.1 GRANTEE covenants that it, or its agents, employees or anyone under its control 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, or familial status in employment practices or in the use of or admission to the premises at, in or on which the Project described herein is to be performed, which said discrimination GRANTEE acknowledges is prohibited.

XIX. CONFLICT OF INTEREST

19.1 GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee, his parent, child or spouse, a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity, a business 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.

19.2 Pursuant to the subsection above, GRANTEE warrants and certifies, and this AGREEMENT is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. GRANTEE further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XX. NEPOTISM

20.1 GRANTEE shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by GRANTEE or who is a member of GRANTEE's governing body. The term "member of immediate family" shall include: wife, husband, son, daughter, mother, father, brother, sister, in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, half-brother, and half-sister.

XXI. POLITICAL ACTIVITY

21.1 None of the performance rendered 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.

XXII. PUBLICITY

22.1 GRANTEE shall allow CITY to display a sign on the Project premises advertising CITY's participation in this Project.

XXIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

23.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by GRANTEE, shall, upon receipt, become the property of CITY.

XXIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

24.1 GRANTEE certifies, and the CITY relies thereon in execution of this AGREEMENT, that neither GRANTEE nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

24.2 "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

24.3 GRANTEE shall provide immediate written notice to CITY, in accordance with Article XXXVIII, if, at any time during the term of this AGREEMENT, including any renewals hereof, GRANTEE learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

24.4 GRANTEE's certification is a material representation of fact upon which the CITY has relied in entering into this AGREEMENT. Should CITY determine, at any time during this AGREEMENT, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this AGREEMENT in accordance with Article XXVIII relating to termination of the AGREEMENT.

XXV. SUB-CONTRACTING

25.1 Any other clause of this AGREEMENT to the contrary notwithstanding, none of the work or services covered by this AGREEMENT shall be sub-contracted without the prior written approval of CITY. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this AGREEMENT. Compliance by sub-contractors with this AGREEMENT shall be the responsibility of GRANTEE.

25.2 GRANTEE agrees that no sub-contract approved pursuant to this AGREEMENT shall provide for payment on a "cost plus a percentage of cost" basis.

25.3 GRANTEE warrants and certifies that should the level of work outlined in the Scope of Work & Design Requirements, set forth in Exhibit "A," require special training, license, and/or certification to provide said service, GRANTEE or sub-contractor hired to perform such work has the required training, license and/or certification, and GRANTEE shall provide written proof to CITY prior to any such work being performed.

25.4 Despite CITY approval of a sub-contract, CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of AGREEMENT execution or extending beyond the date of AGREEMENT expiration.

XXVI. CHANGES AND AMENDMENTS

26.1 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and GRANTEE.

26.2 Whenever and as often as deemed necessary by CITY, CITY may request and require changes to GRANTEE's Scope of Work & Design Requirements (Exhibit "A") or Project Budget (Exhibit "B"). Such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to GRANTEE as provided for pursuant to the terms, provisions, and conditions of this AGREEMENT.

26.3 Except pursuant to (a) prior submission by GRANTEE of detailed information regarding budget and Project revisions, and (b) prior written approval thereof by CITY, GRANTEE shall not make transfers between or among line items approved within the Project Budget set forth as Exhibit "B." Instead, GRANTEE shall request budget revisions in writing and in a form prescribed by CITY; such request for revisions, however, shall not increase the total monetary obligation of CITY as provided for pursuant to this AGREEMENT, nor shall said revisions significantly change the nature, intent, or scope of the Project funded hereunder.

26.4 In the event that the level of funding for GRANTEE or for the Project described herein is altered, GRANTEE shall submit, immediately upon request by CITY, revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Exhibit "B."

26.5 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.

XXVII. SUSPENSION OF FUNDING

27.1 Upon determination by CITY of GRANTEE's failure to timely and properly perform pursuant to the provisions of this AGREEMENT, CITY, without limiting or waiving any rights it may otherwise have, may, at its discretion and upon five (5) working days written notice to GRANTEE, withhold further payments to said GRANTEE. CITY's notice shall specifically set forth GRANTEE's alleged default or failure as well as the action required for cure thereof.

27.2 The period of funding suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. Upon expiration of the suspension period:

(A) Should CITY determine that the default or deficiency has been cured, GRANTEE may be restored to full compliance status and paid all eligible funds withheld during the suspension period; or

(B) Should CITY determine continued non-compliance, the provisions of Article XXVIII hereunder may be effectuated.

XXVIII. TERMINATION

28.1 "Termination" of this AGREEMENT shall mean termination by expiration of the AGREEMENT term or earlier termination pursuant to any of the provisions hereof.

28.2 CITY may terminate this AGREEMENT for any of the following reasons:

(A) Neglect or failure by GRANTEE to perform or observe any of the terms, conditions, covenants, or guarantees of this AGREEMENT or of any written contract or amendment between CITY and SUB-GRANTEE;

(B) Failure by GRANTEE to cure, within the period prescribed pursuant to the above Article XXVII of this AGREEMENT, any default or deficiency basis for suspension of funding hereunder;

(C) Finding by CITY that GRANTEE:

(1) is in such unsatisfactory financial condition as to endanger performance under this AGREEMENT, including, but not limited to:

(a) The apparent inability of GRANTEE to meet its financial obligations;

(b) The appearance of items that reflect detrimentally on the creditworthiness of GRANTEE, including, but not limited to, liens, encumbrances, etc., on the assets of GRANTEE;

(2) has allocated inventory to this AGREEMENT substantially exceeding reasonable requirements; or

(3) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this AGREEMENT;

(D) Appointment of a trustee, receiver or liquidator for all or a substantial part of GRANTEE's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against GRANTEE;

(E) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of GRANTEE's creditors;

(F) Inability by GRANTEE to conform to changes in local, state, and federal rules, regulations and laws as provided for in Article III and in paragraph number 26.5 of this AGREEMENT; and

(G) Violation by GRANTEE of any rule, regulation, or law to which GRANTEE is bound or shall be bound under the terms of this AGREEMENT.

28.3 CITY may terminate this AGREEMENT for convenience at any time after which GRANTEE shall be paid an amount not to exceed the total accrued expenditures as of the

effective date of termination. In no event, however, will compensation to GRANTEE exceed an amount which bears the same ratio to the total compensation as the services actually performed by GRANTEE bears to the total services required of GRANTEE, less payments previously made.

28.4 GRANTEE may terminate this AGREEMENT for any of the following reasons:

(A) Cessation of outside funding upon which GRANTEE depends for performance hereunder; GRANTEE may opt, however, within the limitations of this AGREEMENT and with the written approval of CITY, to seek an alternative funding source, provided that the termination of funding by the initial outside source was not occasioned by a breach of agreement as defined herein or as defined in a contract between GRANTEE and the funding source in question; or

(B) Upon the dissolution of the GRANTEE organization provided such dissolution was not occasioned by a breach of this AGREEMENT.

28.5 Upon a decision to terminate by either CITY or GRANTEE, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

28.6 Upon receipt of notice to terminate, GRANTEE shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this AGREEMENT. To this effect, CITY shall not be liable to GRANTEE or GRANTEE's creditors for any expense, encumbrances, or obligations whatsoever incurred after the date of termination.

28.7 Within thirty (30) days after receipt of notice to terminate, GRANTEE shall submit a statement to CITY, indicating in detail the services performed under this AGREEMENT prior to the effective date of termination.

28.8 Any termination of this AGREEMENT as herein provided shall not relieve GRANTEE from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or as provided for at law or in equity, or any claim for damages then or theretofore accruing against GRANTEE hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for damages from GRANTEE. Instead, all rights, options, and remedies of CITY contained in this AGREEMENT shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this AGREEMENT.

28.9 Should this AGREEMENT be terminated by either party hereto for any reason, including termination under paragraph number 28.3 of this AGREEMENT, and if the work required hereunder of GRANTEE is not fully completed to the satisfaction of CITY

in accordance with the terms of this AGREEMENT, GRANTEE shall refund any and all sums of money paid by CITY to GRANTEE within ten (10) working days of CITY's written request therefor.

28.10 Upon termination of this AGREEMENT by CITY under paragraph number 28.2(A), GRANTEE shall be barred from future contracts with CITY absent the express written consent of the City Manager of CITY, or City Manager's designee.

XXIX. NOTIFICATION OF ACTION BROUGHT

29.1 In the event that any claim, demand, suit, proceeding, cause of action, or other action (hereinafter collectively referred to as "claim") is made or brought against GRANTEE, GRANTEE shall give written notice thereof to CITY within two (2) working days after itself being notified. GRANTEE's notice to CITY shall state the date and hour of notification to GRANTEE of the claim, the names and addresses of those instituting or threatening to institute the claim, the basis of the claim, and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XXXVIII of this AGREEMENT.

XXX. ASSIGNMENTS

30.1 GRANTEE shall not 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 CITY. Any attempt at transfer, pledge, or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXXI. LEGAL EXPENSES

31.1 Under no circumstances will the funds received under this AGREEMENT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

31.2 During the term of this AGREEMENT, if GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if GRANTEE is in violation of paragraph 31.1 above.

31.3 GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the CITY remains unresolved.

31.4 For purposes of this Article, "adversarial proceeding" includes any cause of action filed by the GRANTEE in a state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXXII. SEVERABILITY OF PROVISIONS

32.1 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.

XXXIII. NON-WAIVER OF PERFORMANCE

33.1 No waiver by CITY of a breach of any of the terms, conditions, covenants, or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of CITY 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.

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

33.3 No representative or agent of CITY may waive the effect of the provisions of this Article.

XXXIV. SPECIAL CONDITIONS

34.1 GRANTEE understands and agrees that if it fails to maintain the improvements within the time proscribed in the Covenant (hereinafter described) and pursuant to paragraph 33.1 hereinabove, GRANTEE shall refund to CITY all monies paid to GRANTEE by CITY under this AGREEMENT within thirty (30) days of the date CITY requests such refund from GRANTEE. The word “maintain” shall be defined herein as, to keep in a condition of good repair and preserve its renovated and improved state, and preserve from failure or decline.

34.2 GRANTEE, if GRANTEE is the record title holder of the subject property herein, shall execute, or shall have the record title holder of said Property execute a Covenant

and Agreement (hereinafter referred to as "Covenant") with CITY providing that the Property in which the Project is to be performed shall be maintained for a period of not less than five (5) years from the date of execution hereof.

34.3 GRANTEE shall abide by and ensure compliance with the Covenant to maintain subject Property for commercial use such as defined by the City of San Antonio's Unified Development Code Sections 35-310.08 through 35-310.14.

34.4 GRANTEE shall ensure that all third party contracts pursuant to this Project shall be at arm's length.

XXXV. SECTARIAN ACTIVITY

35.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXXVI. ENTIRE AGREEMENT

36.1 This AGREEMENT and the Covenant, if applicable and executed, constitute the final and entire agreements between the parties hereto and contains all of the (including all exhibits hereto) terms and conditions agreed upon. Except for the Covenant, if applicable and executed, 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.

XXXVII. INTERPRETATION

37.1 In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this AGREEMENT or its governing rules, regulations, laws, codes, or ordinances, CITY shall have the final authority to render or secure an interpretation.

XXXVIII. NOTICES

38.1 For purposes of this AGREEMENT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
City of San Antonio

Planning Department
P.O. Box 839966
San Antonio, Texas 78283-3966
Attn: Director

GRANTEE:
XXXXXXX

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

XXXIX. PARTIES BOUND

39.1 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.

XL. GENDER

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

XLI. RELATIONSHIP OF PARTIES

41.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

XLII. TEXAS LAW TO APPLY

42.1 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. Venue and jurisdiction arising under or in connection with this AGREEMENT shall lie exclusively in Bexar County, Texas.

XLIII. CAPTIONS

43.1 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.

This Agreement has been fully executed as of the date of signature of the last party to sign.

CITY OF SAN ANTONIO,
a Texas municipal corporation

By: _____
Bridgett White, Director
Planning Department

Date: _____

GRANTEE:
XXXXX

By: _____
Authorized Grantee Signatory

Date: _____

APPROVED AS TO FORM:

By: _____
Shreya Shah
Assistant City Attorney

Attachments:
Exhibit "A" – Project Scope of Work & Design Requirements
Exhibit "B" – Project Budget
Exhibit "C" – City Ordinance 2008-11-20-1045

COVENANT AND AGREEMENT

This COVENANT AND AGREEMENT is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation, ("CITY") acting by and through its Director of the Planning Department and , owner ("OWNER") of subject property (hereinafter described).

WHEREAS, the San Antonio City Council has designated certain neighborhood commercial districts as target areas for receipt of commercial revitalization assistance; and

WHEREAS, as part of the commercial revitalization, CITY approved expenditure of funds for the "NEC Enhancement Matching Grant Program" (the "Program"); and

WHEREAS, the property located at , San Antonio, Bexar County, Texas 78 ("Property") has been approved for assistance ("Project") as a part of the Program; and

WHEREAS, in connection with said assistance, CITY has required execution of the instant Agreement; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the following:

For and in consideration of CITY's award of sixty-seven percent (67%) of the lesser of (a) the Project cost as outlined in the Project budget, or (b) the actual Project cost, to fund improvements located at the Property (more particularly described in the attached Exhibit "A") in which fee title is held in the name of OWNER, OWNER agrees to the condition that the Property will be maintained in a condition of good repair, and shall be preserved in its renovated and improved state and shall be kept from failure or decline. OWNER acknowledges OWNER's duty to maintain the Property for commercial use. OWNER shall comply with the City of San Antonio Unified Development Code Sections 35-310.08 through 35-310.14.

Further, OWNER hereby covenants and agrees that CITY shall be allowed to inspect said Property at any and all times deemed necessary by CITY to verify that the maintenance of said Property is in compliance with the foregoing condition. Said conditions shall act as covenants running with the land and shall be binding on OWNER and OWNER's successors in title for a period of five (5) years following the execution of this Agreement. OWNER and OWNER's successors and assigns further understand and agree that CITY shall file the instant document for record in the Deed and Plat Records of Bexar County, Texas.

This Agreement has been fully executed as of the date of signature of the last party to sign.

CITY OF SAN ANTONIO,
a Texas municipal corporation

By:_____
Bridgett White, Director
Planning Department

OWNER

By:_____

APPROVED AS TO FORM:

By: _____
Shreya Shah
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Bridgett White, Director of the Planning Department of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

STATE OF _____ §
§
COUNTY OF _____ §

[IF OWNER IS A BUSINESS ENTITY]

This instrument was acknowledged before me on the _____ day of _____, by [insert name], [insert title] of [insert owner entity], on behalf of said entity.

[IF OWNER IS AN INDIVIDUAL]

This instrument was acknowledged before me on the _____ day of _____, 2017, by [insert name], owner of the Property.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF _____

AFTER RECORDING, RETURN TO:
City of San Antonio
Office of the City Attorney
ATTN: Shreya Shah
P.O. Box 839966
San Antonio, TX 78283-3966

Exhibit “A”

[MODIFY AS NECESSARY]

Lot X, Block XX, New City Block XXX, XXXX, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume XXX, Page XXX, the Deed and Plat Records of Bexar County, Texas, and more commonly known as XXX (location of grant property)

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO ECONOMIC DEVELOPMENT CORPORATION

This First Amendment to the Economic Development Program Grant Agreement (this "FIRST AMENDMENT") is entered into by and between the City of San Antonio ("CITY"), a municipal corporation governed by the laws of the State of Texas and the San Antonio Economic Development Corporation ("SAEDC"), a Type B Corporation created pursuant to the authority of the Development Corporation Act, Title 12, Subtitle C1, as amended, Texas Local Government Code. Together, CITY and SAEDC may be referred to, herein, as "the Parties."

RECITALS

A. CITY and SAEDC entered into that certain ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT (the "Agreement") authorized by City of San Antonio Ordinance No. 2013-11-21-0816, passed and approved on NOVEMBER 21, 2013, and attached hereto as EXHIBIT A.

B. Prior to this FIRST AMENDMENT, the Agreement was in full effect and, subject to the terms of this FIRST AMENDMENT, SAEDC was in compliance with all terms and conditions of the Agreement.

C. The Parties, now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. Definitions. All capitalized terms used in this FIRST AMENDMENT without definition herein shall have the meanings assigned to such terms in the Agreement.

2. Amendment.

    a. The Parties hereby mutually agree to amend the Agreement by adding Section 3(A) as follows:

        GRANTEE shall approve economic development projects in accordance with the updated SAEDC Investment Guidelines (Exhibit B), upon subsequent approval by the SAEDC Board of Directors.

    b. The Parties hereby mutually agree to amend the Agreement by adding Section 4(A) as follows:

        An additional amount up to ONE HUNDRED THOUSAND DOLLARS ($100,000.00) shall be allocated to GRANTEE from time to time starting in Fiscal Year 2018.

3. Effective Date. This First Amendment shall be effective upon passage of a duly authorized ordinance of the City Council of the City of San Antonio and a Resolution by the SAEDC Board of Directors which shall both be attached hereto and made a part of this First Amendment.

4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.

5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this First Amendment on the _____ day of _____ 2017.

CITY OF SAN ANTONIO
a municipal corporation

_____

Assistant City Manager

SAN ANTONIO ECONOMIC DEVELOPMENT CORP.

_____

Name: Ed Davis
Title: Executive Director

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Andrew Segovia
City Attorney

EXHIBIT A: ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT

EXHIBIT B: SAEDC INVESTMENT GUIDELINES

STATE OF TEXAS	**§**	**FUNDING AGREEMENT**
	§	**FOR ECONOMIC DEVELOPMENT**
COUNTY OF BEXAR	**§**	**ACTIVITIES**

This Funding Agreement For Economic Development Activities (this "Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager and the San Antonio Economic Development Corporation by and through its Executive Director (hereinafter referred to as "SAEDC"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"SAEDC" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the acting director of City's Economic Development Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the Term of this Agreement shall commence on October 1, 2017 and terminate on September 30, 2018.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 SAEDC agrees to provide the services described in this Article III, entitled "Scope of Services" in exchange for the compensation described in Article IV. entitled "Compensation."

3.02 In addition to those tasks identified in SAEDC's FY2018 Annual Budget (Exhibit A), GRANTEE shall collaborate with the City and other community economic

development partners in focusing on the achievement of the following goals during the Term of this Agreement:

A. GRANTEE shall serve as a resource for local economic developers, including the CITY's Economic Development Department (EDD), in identifying opportunities for assisting startup companies in the City's targeted industries.

B. GRANTEE shall work with local industry leaders to identify San Antonio's competitive strengths and collaborate with organize industry leadership to identify and execute key strategic activities towards the advancement of these strengths.

C. GRANTEE shall work with the San Antonio Economic Development Foundation (SAEDF), as requested by the City's EDD, toward implementation of the Forward San Antonio Strategic Plan.

D. GRANTEE shall assist the City's EDD in helping to secure targeted industry prospects, jobs, and investment to locate, expand or initiate economic development projects in San Antonio

F. GRANTEE shall work in conjunction with partners such as The Texas Research and Technology Foundation, BioMed SA and local universities towards the development of an ecosystem to support startup companies in the City's targeted industries.

G. GRANTEE shall assist the City EDD and other community partners in developing and supporting recruitment strategies and tools to attract world-class scientists, physicians and research teams to San Antonio.

J. GRANTEE shall use its relationships with local economic development partners and private sector companies to assist the City EDD and SAEDF organize company visits for the economic development community's business retention and expansion team and facilitate dialogue about business challenges and opportunities.

K. GRANTEE shall work with the Convention and Visitor's Bureau and tourism industry as requested to attract targeted industry conventions and conferences to San Antonio and expose attendees to the CITY's targeted industries while they are here.

3.2 All work performed by SAEDC hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by SAEDC, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should SAEDC'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.

IV. COMPENSATION TO SAEDC

4.1 In consideration of SAEDC's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay SAEDC an amount not to exceed TWO HUNDRED THOUSAND DOLLARS AND 0 CENTS ($200,000.00) as total compensation, to be paid to SAEDC upon execution of this Agreement and the SAEDC providing evidence of the SAEDC Board and the City Council approving the SAEDC FY 2018 Budget.

4.2 No additional fees or expenses of SAEDC shall be charged by SAEDC nor be payable by City. The parties hereby agree that all compensable expenses of SAEDC have been provided for in the total payment to SAEDC as specified in section 4.1 above. Total payments to SAEDC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services performed at the request of the City require written approval by City. The approval official shall be Director. City shall not be obligated or liable under this Agreement to any party, other than SAEDC, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by SAEDC for the City at the request of the Director pursuant to the provisions of this Agreement is the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by SAEDC**.**

5.2 SAEDC understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 SAEDC 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"), 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.

6.2 SAEDC 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, SAEDC shall retain the records until the resolution of such litigation or other such questions. SAEDC 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 SAEDC to return said documents to City prior to or at the conclusion of said retention.

6.3 SAEDC shall notify City**,** immediately, in the event SAEDC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SAEDC understands and agrees that City will process and handle all such requests.

VII. TERMINATION

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

7.2 Termination Without Cause**.** This Agreement may be terminated by either party upon THIRTY (30) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

> 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should SAEDC default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. SAEDC shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If SAEDC 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 SAEDC 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 SAEDC against SAEDC'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.

7.4.1 RESERVED.
7.4.2 Bankruptcy or selling substantially all of company's assets
7.4.2 Failing to perform or failing to comply with any covenant herein required
7.4.3 Performing unsatisfactorily

7.5 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.

7.6 Regardless of how this Agreement is terminated, SAEDC shall affect 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 SAEDC**,** or provided to SAEDC**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SAEDC in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at SAEDC's sole cost and expense. Payment of compensation due or to become due to SAEDC is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, SAEDC 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 by SAEDC 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 SAEDC of any and all right or claims to collect moneys that SAEDC may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, SAEDC shall cease all operations of work being performed by SAEDC or any of its subcontractors pursuant to this Agreement.

7.9 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 SAEDC for any default hereunder or other action.

VIII. NOTICE

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:

City of San Antonio
Attn: Director
Economic Development Dept.
P.O. Box 839966
San Antonio, TX 78283

If intended for SAEDC, to:

SAEDC
Attn: Executive Director
P.O. Box 839966
San Antonio, TX 78283

IX. RESERVED

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, SAEDC shall furnish an original completed Certificate(s) of Insurance to the City's Economic Development Office and City Clerk's Office, and which shall be clearly labeled "SAEDC – Annual Funding" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Economic Development Department and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent

by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

10.3 SAEDC's financial integrity is of interest to the City; therefore, subject to SAEDC's right to maintain reasonable deductibles in such amounts as are approved by the City, SAEDC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAEDC's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the minimum amounts required by state statute and the SAEDC governing board.

SAEDC SHALL BE INSURED TO THE EXTENT REQUIRED BY STATE LAW

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, 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). SAEDC 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 in Section 10.6 herein within 10 days of the requested change. SAEDC shall pay any costs incurred resulting from said changes.

10.5 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, SAEDC shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if SAEDC knows of said change in advance, or ten (10) days notice after the change, if the SAEDC did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 If SAEDC fails to maintain the aforementioned insurance, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of SAEDC to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon SAEDC'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 SAEDC to stop work hereunder, and/or

withhold any payment(s) which become due to SAEDC hereunder until SAEDC demonstrates compliance with the requirements hereof.

10.7 Nothing herein contained shall be construed as limiting in any way the extent to which SAEDC may be held responsible for payments of damages to persons or property resulting from SAEDC's or its subcontractors' performance of the work covered under this Agreement.

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

XI. RESERVED

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 SAEDC shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of SAEDC. SAEDC, its employees or its subcontractors shall perform all necessary work.

12.2 RESERVED.

12.3 Any work or 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SAEDC. City shall in no event be obligated to any third party, including any subcontractor of SAEDC**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, SAEDC 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 Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, SAEDC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SAEDC, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SAEDC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SAEDC shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any

other remedy available to City under this Agreement. The violation of this provision by SAEDC shall in no event release SAEDC from any obligation under the terms of this Agreement, nor shall it relieve or release SAEDC from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

SAEDC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that SAEDC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SAEDCs; that the doctrine of respondent superior shall not apply as between City and SAEDC, its officers, agents, employees, contractors, subcontractors and SAEDCs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and SAEDC. The parties hereto understand and agree 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 SAEDC under this Agreement and that the SAEDC has no authority to bind the City.

XIV. RESERVED

XV. CONFLICT OF INTEREST

15.1 SAEDC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

15.2 Pursuant to the subsection above, SAEDC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SAEDC further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where 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 SAEDC, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

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.

XVIII. RESERVED

XIX. COMPLIANCE

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

XX. NONWAIVER OF PERFORMANCE

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 XVI. 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.

XXI. LAW APPLICABLE

21.1 **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.**

21.2 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.

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

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

XXIV. CAPTIONS

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.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits 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:

EXHIBIT A: SAEDC FY2018 ANNUAL BUDGET

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the _____ day of _____, 2016.

CITY:

_____

Assistant City Manager

SAEDC:

_____

Ed Davis
Executive Director

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF TEXAS	§	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	§	**PROGRAM GRANT AGREEMENT OF THE CITY**
		OF SAN ANTONIO
COUNTY OF BEXAR	§	

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and the San Antonio Economic Development Foundation ("SAEDF"), both of which may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, SAEDF is engaged in economic development activities; and

WHEREAS, SAEDF is the acting fiscal agent of SA WORKS as defined below and is seeking economic grant support from the CITY to undertake and complete economic development activities as more specifically described in **Exhibit A** and attached hereto; and

WHEREAS, the CITY has identified funds to be made available to SAEDF in the form of a Chapter 380 Economic Development Program Grant for use in undertaking and completing economic development activities in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code the CITY is authorized to establish a program to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with City of San Antonio City Ordinance No. 100684, CITY created such a program for the purpose of making grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380; **NOW THEREFORE:**

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

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings ascribed below:

"Alamo Colleges" is defined in the preamble of this Agreement and includes its successors and assigns.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.
"Director" shall mean the individual engaged by SAEDF as the Director of SA WORKS, who is employed by SAEDF, and to provide the services set forth on **Exhibit A** attached hereto.

"SAEDF" is defined in the preamble of this Agreement and includes its successors.

"SA WORKS" shall mean the industry led coalition staffed by SAEDF assembled to develop a comprehensive human capital strategy to fill the city's most pressing talent needs as described in Exhibit A.

ARTICLE II. TERM

2.1 This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect through September 30, 2018 ("Term"), unless otherwise terminated on an earlier date or extended in accordance with the terms of this Agreement.

ARTICLE III. SCOPE OF WORK

3.1 SAEDF agrees to provide the services described below as the beneficiary of this grant described in Article IV of this Agreement.

> 3.1.1 All Grant funds provided under this Agreement shall be used to fund the Director position, ancillary costs associated with the position and any other expenses deemed appropriate and agreed to by the SAEDF and the City to include but not be limited to additional staffing resources, consulting resources and training for staff retained under this agreement. In any event, administrative costs, and other expenses of SAEDF associated with the Director position in total shall not exceed five percent (5%) the total Grant funds. All ancillary, administrative, and other associated expenses of SAEDF associated with the Director position shall be in kind contributions.

3.2 SAEDF agrees that the Director shall work exclusively on SA WORKS related issues. City shall have the right to terminate this Agreement in whole or in part in accordance with Article VI, should SAEDF's work related to the position of Director and the agreed upon work program outlined in **Exhibit A** to be unsatisfactory to City.

3.3 Within sixty (60) days of adoption by City Council of this agreement, City and SAEDF shall finalize Exhibit A outlining the milestones to be achieved and procedures to be utilized to deliver the Services during the Term of this agreement. The City and SAEDF shall work jointly to finalize the Exhibit A and after approval by each respective party, Exhibit A shall become incorporated into this Agreement.

ARTICLE IV. GRANT TO SAEDF

4.1 In consideration of the Director's performance in a satisfactory and efficient manner, City agrees to provide SAEDF a grant for work and activities as set forth in this Agreement, an amount up to but not to exceed Two Hundred Fifty Thousand Dollars and Zero cents ($250,000.00) ("Grant funds") and subject to budget appropriations or budget amendments by City Council. Quarterly payments will be made subject to quarterly invoicing accompanied by satisfactory Quarterly Progress Reports.

4.2 SAEDF shall return any Grant funds that are not spent as set forth in Subsection 3.1.1 within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. Additionally, if any or all SAEDF's services are unsatisfactory to City, as required by the terms of this Agreement, SAEDF shall return any Grant funds associated with such unsatisfactory work within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. The purposes of this Agreement, "unsatisfactory work" shall mean that any item in the attached **Exhibits A** was not accomplished by the date specified or Quarterly Progress Reports are deemed by the City Director of Economic Development to have failed to demonstrate progress initiated by SA Works in one or more of the deliverables and actions listed in **Exhibit A**.

4.3 No additional fees or expenses of SAEDF shall be charged by SAEDF nor be payable by City. The parties hereby agree that all compensable expenses of SAEDF have been provided for in the total payment to SAEDF as specified in section 4.1 above. Total payments to SAEDF cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced by the passage of an Ordinance by the City Council.

4.4 City shall not be obligated or liable under this Agreement to any party, other than SAEDF, for the payment of any monies or the provision of any goods or services. The SAEDF agrees to provide the City with Quarterly Progress Reports that outline how the Economic Development Grant funds provided under this Agreement were utilized to accomplish the public purpose for which this Agreement was entered into and summarizing completed and scheduled performance evaluations planned by the SAEDF and categorized as progress to goal for each of the outlined deliverables as specified in **Exhibit A**.

4.5 The Quarterly Progress Reports shall be submitted no later than the last calendar day of the month following the end of each full calendar quarter during the Term of this Agreement, in a mutually-acceptable format that details the SAEDF's efforts through the SA WORKS efforts to achieve the activities and deliverables as described in **Exhibit A**.

4.6 In addition, at the option of and on request of the City, representatives of the SAEDF must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the SAEDF's efforts in expanding the community's employment opportunities.

4.7 In addition to funding the SA Works Director position, SA Works will require additional staff and/or consultants as appropriate. Matching funds must be used to contribute to the total amount of the cost for additional staff and/or consultants.

ARTICLE V. RECORDS RETENTION

5.1 SAEDF shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at the offices of SAEDF and with at least 48 hours' notice as the 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.

5.2 SAEDF 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, SAEDF shall retain the records until the resolution of such litigation or other such questions. SAEDF 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 SAEDF to provide in electronic form of said documents to City prior to or at the conclusion of said retention.

5.3 SAEDF shall notify City**,** immediately, in the event SAEDF receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SAEDF understands and agrees that City will process and handle all such requests with an understanding that the SAEDF reserves the right to challenge any specific Open Records Request under the Texas Public Information Act made to SAEDF or the City.

ARTICLE VI. TERMINATION

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

6.2 Termination Without Cause**.** This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VII. Notice, 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:

(1) The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article IX. Assignment and Subcontracting.

(2) The unsatisfactory performance of the Director in accordance with this Agreement.

(3) Bankruptcy or selling substantially all of company's assets.

(4) Failing to perform or failing to comply with any covenant herein required.

(5) Performing unsatisfactorily in accordance with this Agreement.

6.4 Defaults With Opportunity for Cure. Should SAEDF default in the performance of this Agreement in a manner stated in this Section 6.3 above, such default shall be deemed to be an event of default hereunder. City shall deliver written notice of said default specifying such matter(s) in default and the means of cure. SAEDF shall have sixty (60) calendar days after receipt of the written notice, in accordance with Section 7.1, to cure such default. If SAEDF fails to cure the default within such sixty-day (60) cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate. In the event the City terminates this Agreement in whole or in part, then the CITY shall have the right to recapture any Grant funds disbursed in accordance with this Agreement.

6.5 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.

6.6 Irrespective of how this Agreement is terminated, SAEDF shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, electronic copies of 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 SAEDF**,** or provided to **SAEDF,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SAEDF in accordance with Article V. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at City's sole cost and expense. Payment of compensation due or to become due to SAEDF is conditioned upon delivery of all such documents, if requested.

6.7 Upon the effective date of expiration or termination of this Agreement, SAEDF shall cease all operations of work being performed by SAEDF or any of its subcontractors pursuant to this Agreement. Provided however, such work may be continued to be performed by SAEDF under any other agreement to which SAEDF may be a party to.

6.8 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 SAEDF for any default hereunder or other action.

ARTICLE VII. NOTICE

7.1 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:	City of San Antonio Attn: Director Economic Development Department 100 W. Houston, Floor 19 San Antonio, Texas 78205
If intended for SAEDF, to:	San Antonio Economic Development Foundation (SAEDF) Attn: CEO and President 602 E. Commerce Street San Antonio, Texas 78205

ARTICLE VIII. INDEMNITY

8.1 SAEDF and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

8.2 SAEDF covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), individually or 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to SAEDF'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of SAEDF, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of SAEDF, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International

Law. The CITY, and/or shall have the right, at their option and at their own expense, to participate in such defense without relieving SAEDF of any of its obligations.

SAEDF further agrees to reimburse the City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims. IN THE EVENT SAEDF 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.

8.3 SAEDF SHALL ADVISE THE CITY, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF THE SAEDF'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE SAEDF'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

8.4 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.

8.5 Nothing in this Agreement waives any governmental immunity available to the City under the laws of the State of Texas.

SAEDF shall advise CITY in writing within 24 hours of any claim or demand against CITY or SAEDF known to SAEDF related to or arising out of SAEDF's activities under this Agreement.

ARTICLE IX. ASSIGNMENT AND SUBCONTRACTING

9.1 SAEDF shall oversee the Director position in order to complete the work to be performed under this Agreement, and if this shall be considered in any way to be an assignment or subcontract, then such is approved by CITY in advance by execution of this agreement.

9.2 It is City's understanding and this Agreement is made in reliance thereon, that except where allowed in this Agreement SAEDF does not intend to use subcontractors in the performance of this Agreement.

9.3 Any work or 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SAEDF. City shall in no event be obligated to any third party, including any subcontractor of SAEDF**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

9.4 Except as otherwise stated herein, SAEDF 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 written consent of the Director of the Economic Development Department of the City of San Antonio. As a condition of such consent, if such consent is granted, SAEDF shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SAEDF, assignee, transferee or subcontractor.

9.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SAEDF assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SAEDF shall thereupon cease and terminate, in accordance with Article VI, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by SAEDF shall in no event release SAEDF from any obligation under the terms of this Agreement, nor shall it relieve or release SAEDF from the payment of any damages to City, which City sustains as a result of such violation.

ARTICLE X. INDEPENDENT CONTRACTOR

10.1 SAEDF covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that SAEDF shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SAEDFs; that the doctrine of respondent superior shall not apply as between City and SAEDF, its officers, agents, employees, contractors, subcontractors and SAEDFs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and SAEDF. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party, including, without limitation, by Director, occurring in connection with the services to be performed by the SAEDF under this Agreement and that the SAEDF has no authority to bind the City.

ARTICLE XI. NO REPRESENTATIONS

11.1 Neither SAEDF nor its agents or brokers have made any representations or promises with respect to their services except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of SAEDF, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. City is not acquiring any rights, under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

12.1 SAEDF acknowledges that it is informed that the Charter of the City of San Antonio

and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

12.2 Pursuant to the subsection above, SAEDF warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SAEDF further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIII. AMENDMENTS

13.1 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XIV. SEVERABILITY

14.1 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.

ARTICLE XV. LICENSES/CERTIFICATIONS

15.1 SAEDF warrants and certifies that SAEDF 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.

ARTICLE XVI. COMPLIANCE

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

ARTICLE XVII. NONWAIVER OF PERFORMANCE

17.1 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 XV. 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.

ARTICLE XVIII. LAW APPLICABLE

18.1 **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.**

18.2 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.

ARTICLE XIX. LEGAL AUTHORITY

19.1 The signers of this Agreement for SAEDF and the City represents, warrants, assures and guarantees that he/she has full legal authority to execute this Agreement on behalf of SAEDF and the City and to bind SAEDF and the City to all of the terms, conditions, provisions and obligations herein contained.

ARTICLE XX. PARTIES BOUND

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

ARTICLE XXI. NONDISCRIMINATION AND SECTARIAN ACTIVITY

21.1 SAEDF 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, national origin, religion, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

21.2 None of the performances rendered by SAEDF under this Agreement shall involve, and no portion of the Incentives received by SAEDF under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

21.3 SAEDF shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by SAEDF associated with the Grant funds made available through this Agreement.

ARTICLE XXII. PARTIES' REPRESENTATIONS

22.1 This Agreement has been jointly negotiated by the City and SAEDF and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE XXIII. RELATIONSHIP OF PARTIES

23.1 SAEDF is an independent contractor. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of employer and employee, officer, principal and agent, partners, joint ventures or any other similar such relationship between the Parties. As between the CITY, and SAEDF, the SAEDF is solely responsible for compensation payable to any employee, contractor, or subcontractor of SAEDF, and none of the SAEDF's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City as a result of this Agreement. To the extent permitted by Texas law, no director, officer, employee or agent of the CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XXIV. CAPTIONS

24.1 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.

ARTICLE XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 the same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIII.

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement, to be effective on the date of the last signature below ("Effective Date").

CITY OF SAN ANTONIO

Sheryl Sculley
City Manager or designee

SAN ANTONIO ECONOMIC DEVELOPMENT FOUNDATION

Jenna Saucedo-Herrera
President and CEO

ATTEST/SEAL:

Leticia M. Vacek
City Clerk

Approved as to Form:

Andrew Segovia, City Attorney

EXHIBIT A: SCOPE OF SERVICES

SAEDF acts as the employer and fiscal agent for SA WORKS and oversees the SA Works Director towards fulfillment of the following:

A. SAEDF shall through the SA Works Director provide Quarterly Progress Reports to include a narrative and supporting material outlining the Objectives and Progress to Goals for each of the deliverables and actions listed below:
    1) Identify and validate from industry the top two in-demand occupations for the following three industries: Advanced Manufacturing, IT, and Biomed/Healthcare.
    2) Host and facilitate a minimum of one convening for employers, training providers, and other workforce development stakeholders for each of the three industries mentioned above to: share findings about local workforce data, analysis, and activities; and share identified solutions to address skills shortages that will result in filling the top two in-demand occupations.

3) Disseminate an annual report to the public to include at a minimum: local workforce data, trends, analysis, and recommendations for future actions to meet workforce needs.
4) Create and implement a fundraising plan for growing SA Works capacity and sustainability.

STATE OF TEXAS	**§**	**FUNDING AGREEMENT**
	§	**FOR TRICENTENNIAL PLANNING**
COUNTY OF BEXAR	**§**	**AND DEVELOPMENT SERVICES**

This FUNDING AGREEMENT FOR TRICENTENNIAL PLANNING AND DEVELOPMENT SERVICES (this "***Agreement***") is entered into as of the Effective Date provided on the signature page by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (the "***City***"), and the SAN ANTONIO TRICENTENNIAL CELEBRATION COMMISSION ("SATCC"), a public, nonprofit local government corporation authorized under Subchapter D of Chapter 431 of the Texas Transportation Code. The City and SATCC may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, SATCC is a local government corporation created by the City to act on the City's behalf in the performance of the City's governmental functions; and

WHEREAS, SATCC has been charged by the City Council with providing a means of assisting the City with planning, developing, identifying potential partners, fundraising, managing, and financing projects involved in the City of San Antonio's Tricentennial Celebration ("Tricentennial Celebration") activities; and

WHEREAS, the City desires to provide funding to SATCC so that it may initiate efforts associated with its charge to include hiring an event management firm; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and SATCC agree as follows:

I. TERM

Term. The term of this Agreement shall commence on October 1, 2017, and will remain in full force and effect through September 30, 2018 unless sooner terminated, as provided below.

This Agreement may be extended for 1 additional 1 year term, subject to and contingent upon future appropriations by City Council.

II. SCOPE OF SERVICES

2.1 Services for Compensation. SATCC agrees to provide the services described below in exchange for the compensation described hereafter (as listed in Section 2.2, the "Services").

2.2 Scope of Services. Subject to being supplied the funding pursuant to Section 3.1 below, SATCC shall carry out the actions described below related to the planning and developing of the Tricentennial Celebration.

2.2.1 Marketing. SATCC shall continue to fund KGBTexas, the firm performing marketing services for the Tricentennial Celebration based upon the solicitation instituted by the City of San Antonio and the contract awarded by the SATCC in Fiscal Year 2016. Additional funding will be included to support the procurement of advertising and social media buys.

2.2.2 Administrative & Fundraising Support. SATCC shall solicit and hire individuals that will perform contractual services to assist with the administrative, marketing, and fundraising efforts of the Tricentennial Celebration. SATCC shall coordinate such efforts with designated City staff to include developing a contract and scope of services for each individual solicited. SATCC shall also solicit and hire agencies that will perform contractual services to assist with the evaluation and development of sponsorship packages.

2.2.3 Contractual Services. Consistent with its Procurement Policy, SATCC shall solicit and hire agencies that will perform contractual services to assist with the creation and implementation of the Passport Activity Project, Education Institute, Founder's Ball, Military Appreciation, Day of Reflection, and Arts for All for the Tricentennial Celebration. SATCC shall coordinate such efforts with designated City staff to include developing a solicitation document and scope of services, if applicable, for each of these activities to be held for the Tricentennial Celebration.

III. COMPENSATION

3.1 Compensation. As compensation for the Services described in Article II above, the City shall pay to SATCC a cumulative amount not to exceed ONE MILLION FIFTY THOUSAND AND THREE HUNDRED THIRTY FIVE DOLLARS AND 00 CENTS ($1,050,335.00) (the "Compensation"). SATCC shall invoice the City as expenses are incurred and shall budget the following amounts per Services described in Article II:

(a) the amount of THREE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS AND 00 CENTS ($388,541.00) shall be allocated for the marketing effort described in Section 2.2.1;

(b) the amount of THREE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED AND NINE DOLLARS AND 00 CENTS ($381,809.00) shall be allocated for the administrative and fundraising support services described in Section 2.2.2; and

(c) the amount of TWO HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS ($279,985.00) shall be allocated toward the activities described in Section 2.2.3.

No additional fees or expenses of SATCC shall be charged by SATCC nor be payable by the City for the Services provided under this Agreement. The parties hereby agree that all expenses of SATCC that are compensable by the City have been provided for in the total payment to SATCC. Those total payments cannot exceed the amount set forth above, without

prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council's passage of an ordinance.

3.2 Reallocation of Funds. SATCC may reallocate the amounts described in Sections 3.1(a), (b) and (c) so long as the cumulative amount does not exceed the Compensation. SATCC will notify the City of any changes to the funding allocations upon approval of its Board

3.3 Use of Funds. The funding provided by the City under this Agreement shall be used solely in connection with SATCC's providing the Services described in Article II. SATCC shall provide records of expenditures for City provided funding upon reasonable request by the City.

3.4 Additional Services. Should any additional services outside the scope of this Agreement be requested and authorized by the City, and accepted by SATCC, SATCC shall be separately compensated for those services over and above the Compensation in this Article III, at an amount agreed to by the City and SATCC.

3.5 Invoices. SATCC shall submit City invoices to:

City of San Antonio
Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

IV. AUDIT

4.1 SATCC's Audit. In accordance with its standard practices, SATCC shall obtain an audit conducted by an independent auditing firm annually during the Term of this Agreement. The audit shall include an audit of the separate account, if any, maintained to receive and disburse funds provided by the City to SATCC pursuant to this Agreement. A copy of the Audit Report and Letter of Internal Control and/or Management Letter prepared as a result of the audit shall be provided to City.

4.2 City's Audit. The City or its authorized representative shall at all reasonable times, on five business days' prior written notice, have the right to examine, inspect, and audit all books, papers, and bank records of SATCC directly related to the funds provided to SATCC under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by SATCC for a period of four (4) years after the termination of the Term of this Agreement, and shall be made available for inspection and/or audit by the City or its agents at SATCC's facility. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to SATCC by the City.

4.3 Dispute Findings. Either SATCC or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within

thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.

V. DOCUMENTS

5.1 Documents. The parties acknowledge that certain writings, documents or information produced by or submitted to SATCC in the course of its execution of the Services will be the joint property of SATCC and City. Without waiving any available claim or privilege, SATCC will in good faith share information derived from those writings or documents with City and, if any writings, documents or information are deemed non-proprietary or privileged, provide copies of those writings or documents to City. SATCC understands and acknowledges that the City has the right to use those non-proprietary writings, documents and information as City desires, without restriction. If any "open records" or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise SATCC, and the parties shall work cooperatively and in good faith to preserve SATCC's trade secrets, proprietary documents, and confidential information. In all events, the City shall not provide any information or documents that SATCC considers proprietary to any third party without SATCC's written consent, unless the City is legally obligated to do so and so advises SATCC in writing. In addition, any third-party requests to SATCC for records relating to this Agreement under the State's Public Information Act shall be coordinated with City. City shall provide SATCC, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Attorney General.

5.2 Documents to City. Upon expiration or termination of this Agreement, SATCC shall transfer to City true and correct copies of any non-proprietary writings, documents or information in the possession of SATCC and produced pursuant to the terms and conditions of this Agreement.

VI. RECORDS RETENTION

6.1 Records. SATCC and its subcontractors, if any, shall take commercially reasonable care in their maintenance of all documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period for purposes of the audit described in Article IV.

6.2 Retention. SATCC shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years 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, SATCC shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

7.1 Suspension. Subject to the right to cure provisions contained in this Article VII, the City may suspend this Agreement if it reasonably believes that SATCC has breached this Agreement in any material way, including by violating any City, State or Federal laws. The City shall promptly apprise SATCC of the basis of the City's reasonable belief. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to

ensure SATCC's future compliance. Grounds for such suspension include, but are not limited to the following:

7.1.1 Failure to abide by any terms or conditions of this Agreement;

7.1.2 Failure to keep and maintain adequate proof of insurance as required by this Agreement;

7.1.3 The commission or alleged commission of any crime by SATCC, or any officer or director.

7.2 Termination Defined. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

7.3.2 Ceasing operations for a period of time exceeding twenty (20) days;

7.3.3 The expenditure of City funds on gratuities in the form of entertainment, gifts, or otherwise offered or given by SATCC, or any agent or representative of SATCC, to any officer or employee of the City, County, State or business prospect with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract.

7.4 Defaults With Opportunity for Cure. Should SATCC default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. City shall deliver written notice of the default, specifying in detail the matter(s) in default and stating the time permitted for cure, such time to be commercially reasonable. If SATCC fails to cure the default within such time period provided in the notice of default, City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as City deems appropriate. The following actions are defaults that may be cured by SATCC:

7.4.1 Failing to perform or failing to comply with any covenant herein required as reasonably determined by the City.

7.4.2 Bankruptcy or selling substantially all of company's assets

7.5 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.

7.6 Ceasing Activity. Upon the effective date of expiration or termination of this Agreement, SATCC shall cease all work being performed by SATCC or any of its subcontractors on behalf of the City.

7.7 Transition Period. Regardless of the method by which this Agreement is terminated, the Parties agrees that they may provide a transition period of termination for a period not to exceed two (2) months upon City's request. During such transition period, SATCC may continue to provide services as provided for, and for which it will be compensated, under this Agreement.

VIII. NOTICE

8.1 Written Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:	**If to SATCC:**
City Manager's Office	Edward Benavides
City of San Antonio	Chief Executive Officer
P.O. Box 839966	101 S. Santa Rosa
San Antonio, TX 78283-3966	San Antonio, TX 78207

8.2 Time. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. ASSIGNMENT AND SUBCONTRACTING

9.1 Qualified Personnel. SATCC shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be under contract with SATCC.

9.2 Written Agreement. Any work or services subcontracted by SATCC hereunder shall be 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SATCC. City shall in no event be obligated to any third party, including any subcontractor of SATCC**,** for performance of services or payment of fees.

X. INDEPENDENT CONTRACTOR

SATCC and the City covenant and agree that SATCC is an independent contractor and not an officer, agent, servant or employee of City; that SATCC shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons

performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and SATCC; that the doctrine of respondeat superior shall not apply as between City and SATCC, its officers, agents, employees, contractors, subcontractors and SATCC, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and SATCC. The parties hereto understand and agree 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 SATCC under this Agreement and that the SATCC has no authority to bind the City.

XI. CONFLICT OF INTEREST

City's Ethics Code. SATCC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

XII. LEGAL/LITIGATION EXPENSES

12.1 Litigation Against City. Under no circumstances will the funds received under this Agreement or any other funds received from City be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity.

12.2 Termination. During the term of this Agreement, if SATCC files and/or pursues an adversarial proceeding against the City then, at the City's option, this Agreement and all access to the funding provided for hereunder may terminate if it is found that SATCC has violated this Article.

XIII. AMENDMENTS

Except where 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 SATCC, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XIV. SEVERABILITY

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.

XV. LICENSES/CERTIFICATIONS

SATCC warrants and certifies that, to its knowledge, SATCC 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.

XVI. COMPLIANCE WITH LAWS

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

XVII. NONWAIVER OF PERFORMANCE

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.

XVIII. LAW APPLICABLE

18.1 **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.**

18.2 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.

XIX. LEGAL AUTHORITY

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

XX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their

respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXI. CAPTIONS

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.

XXII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2017.

CITY OF SAN ANTONIO, TEXAS,
a Texas municipal corporation

_____
Sheryl Sculley
City Manager

SAN ANTONIO TRICENTENNIAL CELEBRATION CORPORATION
a Texas local government corporation

_____
Robert Thraikill
President

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM

_____
Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR
COMMUNITY GARDEN DEVELOPMENT AND IMPLEMENTATION

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") and Bexar land Trust, Inc., d/b/a Green Spaces Alliance of South Texas, a non-profit organization, (hereinafter referred to as "Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

1.1 "Director" shall mean the Director of City's Parks and Recreation Department.

II. TERM

2.1 This Agreement shall commence October 1, 2017 and terminate September 30, 2018, unless terminated sooner according to the terms hereof.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in the attached Scope of Services as detailed in Exhibit-A "FY2018 Work Plan for the Community Gardens Program". This Scope may be amended as approved by the Director of the Parks and Recreation Department.

3.2 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director.

3.3 The new gardens may be located on City-owned property or non City-owned property. The garden sites and conceptual plans for new gardens on City-owned property and the conceptual plans for sustaining projects for existing gardens on City-owned property are subject to the approval of City through the Director of the Parks and Recreation Department. For new garden sites located on City-owned property, a Memorandum of Understanding (MOU) between the City and the community garden organization will be required and Consultant will assist in facilitating this Process.

3.4 Consultant hereby acknowledges that City desires to identify opportunities to leverage and / or enhance the expansion of the community garden program with other related City initiatives. Consultant will work cooperatively with City staff to identify and implement such opportunities, if appropriate.

IV. COMPENSATION TO CONSULTANT

4.1 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 this Agreement, City agrees to pay Consultant an amount not to exceed $25,000 as total compensation for the Scope of Services, as detailed in Exhibit-A.

4.2 Upon approval of a community garden organization by Consultant and the approval of the garden site and garden plan by City; or upon completion of any services and activities provided, Consultant shall provide City with an invoice for reimbursement of expenses paid, as detailed in Exhibit-A. Invoices shall be submitted to City no more frequently than monthly. City agrees to provide payment to Consultant within thirty (30) calendar days after receipt of a valid invoice.

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4.3 Each request for reimbursement must be accompanied and supported by copies of paid invoices, affidavits of bills paid, or evidence of a payment obligation, together with any other documentation reasonably requested by City.

4.4 City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

4.5 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section IV.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant**.**

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 Consultant 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"), 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.

6.2 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 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, 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 said documents to City prior to or at the conclusion of said retention.

VII. TERMINATION

7.1 This Agreement may be terminated by City upon written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.2 Regardless of how this Agreement is terminated, Consultant shall affect 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 Consultant**,** or provided to Consultant**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed

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within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.3 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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 by Consultant 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 Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.4 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.5 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 Consultant for any default hereunder or other action.

VIII. NOTICE

8.1 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:
City of San Antonio
Attn: Director of Parks and Recreation
P O Box 839966
San Antonio TX 78283-3966

If intended for Consultant, to:
Green Spaces Alliance
Attn: Executive Director
P O Box 6250
San Antonio TX 78209-0250

IX. INSURANCE

9.1 Consultant shall be responsible for insuring its employees for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Consultant will attach a waiver of subrogation in favor of the City.

9.2 Consultant shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Consultant.

X. INDEMNIFICATION

10.1 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

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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 Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, contractor 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 Agreement. 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.

10.2 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 AGREEMENT 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.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree 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 Agreement and that the Consultant has no authority to bind the City.

XIII. NON-DISCRIMINATION

13.1 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

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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.

XIV. CONFLICT OF INTEREST

14.1 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 Ethics code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock of shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

14.2 Consultant warrants and certifies as follows:

(i) Consultant and its officers, employees and agents are neither officers nor employees of the City.
(ii) Consultant has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

14.3 Consultant acknowledges that City's reliance on the above warranties and certifications is reasonable.

XV. AMENDMENTS

15.1 Except where 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 Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance, if applicable.

XVI. SEVERABILITY

16.1 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.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all

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competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

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

XIX. NONWAIVER OF PERFORMANCE

19.1 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 XV. Amendments, if applicable. 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.

XX. LAW APPLICABLE

20.1 **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.**

20.2 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.

XXI. LEGAL AUTHORITY

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

XXII. PARTIES BOUND

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

XXIII. CAPTIONS

23.1 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.

XXIV. INCORPORATION OF EXHIBITS

24.1 Each of the Exhibits listed 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 it appears.

XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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

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exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

XXVI. PROHIBITED CONTRIBUTIONS

26.1 Consultant acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Consultant understands that if the legal signatory entering the contract has made such a contribution, the city may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

26.2 Consultant warrants and certifies, and this contract is made in reliance thereon, that the individual signing this contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this contract. Should the signor of this contract violate this provision, the City Council may, in its discretion, declare this contract void.

EXECUTED and **AGREED** to this the _____ day of _____, 20___.

CITY: **CITY OF SAN ANTONIO,** **A Texas Municipal Corporation**	**CONSULTANT:** **BEXAR LAND TRUST, INC., d/b/a GREEN SPACES ALLIANCE OF SOUTH TEXAS**
_____	_____
By: Xavier D. Urrutia, Director Parks and Recreation Department	By: E. Gail Gallegos, Executive Director
Date: _____	Date: _____

Attachment:
Exhibit-A FY2018 Proposed Work Plan for the Community Gardens Program

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FUNDING AGREEMENT FOR DREAMWEEK EVENT PLANNING AND COORDINATION

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its Director of the Office of EastPoint and DreamVoice, L.L.C., by and through its President (hereinafter referred to as "DreamVoice"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Director" shall mean the Director of City's Office of EastPoint.

"DreamVoice" is defined in the preamble of this Agreement and includes its successors.

"Event" shall mean "Dreamweek" to be held on January 5, 2018 through January 20, 2018.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions herein, the Term of this Agreement shall be from the date of execution to September 30, 2018. After such date, no payment will be made to DreamVoice.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 The Event is a city-wide summit that will inspire an exchange of ideas and promote solutions on universal issues facing our multi-cultural communities. DreamWeek will consist of a series of keynote speaking engagements, luncheons, mixers, events and celebrations held throughout San Antonio. San Antonio hosts the country's largest MLK March, and DreamWeek is designed to enhance the experience and further the dream of Dr. Martin Luther King. The City is providing funding through this

Agreement for the public purpose of supporting the Event as a catalyst for community pride.

3.2 DreamVoice agrees to provide the services and expend the funds to implement the services described in EXHIBIT A, entitled "Scope of Services", in exchange for the compensation described in Article IV, entitled "Compensation," below which is part of the City's contribution to the Event.

3.3 City shall provide DreamVoice with a reimbursement of costs associated with EXHIBIT A contingent upon DreamVoice providing documentation to City indicating purchases and payments for the services described in Exhibit A.

3.4 All work performed by DreamVoice hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by DreamVoice, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should DreamVoice'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.

IV. PAYMENT TO DREAMVOICE

4.1 In consideration of DreamVoice's performance in a satisfactory and efficient manner, as determined solely by Director, of services and activities set forth in this Agreement, City agrees to reimburse DreamVoice an amount not to exceed ONE HUNDRED THOUSAND AND NO/100THS DOLLARS ($100,000.00) for the purpose of undertaking and completing the Event and the Scope of Services as described in Exhibit A. It is understood that the amount reimbursed by City is not the entire amount required by the Scope of Services, however, it is the maximum amount to be contributed by City. DreamVoice shall be responsible for all other funding associated with the Event.

4.2 No additional fees or expenses of DreamVoice shall be charged by DreamVoice nor be payable by City. The parties hereby agree that all compensable expenses of DreamVoice have been provided for in the total payment to DreamVoice as specified in section 4.1 above. Total payments to DreamVoice cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to DreamVoice following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than DreamVoice, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by DreamVoice pursuant to the provisions of this Agreement is the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by DreamVoice**.**

5.2 DreamVoice understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 DreamVoice 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"), 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.

6.2 DreamVoice 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, DreamVoice shall retain the records until the resolution of such litigation or other such questions. DreamVoice 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 DreamVoice to return said documents to City prior to or at the conclusion of said retention.

6.3 DreamVoice shall notify City**,** immediately, in the event DreamVoice receives any requests for information from a third party, which pertain to the documentation and records referenced herein. DreamVoice understands and agrees that City will process and handle all such requests.

VII. TERMINATION

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

7.2 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 VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.3.2 Notification of any investigation, claim or charge by a local, state or federal agency involving fraud, theft or the commission of a felony.

7.4 Defaults With Opportunity for Cure. Should DreamVoice default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. DreamVoice shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If DreamVoice fails to cure the default within such fifteen (15) 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 DreamVoice 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 DreamVoice against DreamVoice'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.

7.4.1 Bankruptcy or selling substantially all of company's assets.

7.4.2 Failing to perform or failing to comply with any covenant herein required.

7.4.3 Performing unsatisfactorily as determined by the Director.

7.5 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.

7.6 Regardless of how this Agreement is terminated, DreamVoice shall affect 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 DreamVoice**,** or provided to DreamVoice**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by DreamVoice in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at DreamVoice's sole cost and expense. Payment of

compensation due or to become due to DreamVoice is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, DreamVoice 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 by DreamVoice 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 DreamVoice of any and all right or claims to collect moneys that DreamVoice may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, DreamVoice shall cease all operations of work being performed by DreamVoice or any of its subcontractors pursuant to this Agreement.

7.9 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 DreamVoice for any default hereunder or other action.

VIII. NOTICE

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:	City of San Antonio Attn: Director Office of EastPoint P.O. Box 839966 San Antonio, TX 78283
If intended for DreamVoice, to:	DreamVoice, L.L.C. Attn: Shokare Nakpodia 1160 E. Commerce, Suite 200 San Antonio, TX 78205

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, DreamVoice shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Office of EastPoint which shall be clearly labeled "*DreamWeek Event*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of EastPoint. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.3 DreamVoice's financial integrity is of interest to the City; therefore, subject to DreamVoice's right to maintain reasonable deductibles in such amounts as are approved by the City, DreamVoice shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at DreamVoice's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

10.4 DreamVoice agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of DreamVoice herein, and provide a certificate of insurance and endorsement that names the DreamVoice and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of DreamVoice. DreamVoice shall provide the 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 Agreement for all purposes.

10.5 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 required endorsements. DreamVoice shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within ten (10) days. DreamVoice shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Office of EastPoint
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 DreamVoice agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

10.8 In addition to any other remedies the City may have upon DreamVoice'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 DreamVoice to stop work hereunder, and/or withhold any payment(s) which become due to DreamVoice hereunder until DreamVoice demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which DreamVoice may be held responsible for payments of damages to persons or property resulting from DreamVoice's or its subcontractors' performance of the work covered under this Agreement.

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

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

10.12 DreamVoice and any subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 **DREAMVOICE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or 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 DREAMVOICE's activities under this AGREEMENT, including any acts or omissions of DREAMVOICE, any agent, officer, director, representative, employee, DreamVoice or subcontractor of DREAMVOICE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. 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. DREAMVOICE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or DREAMVOICE known to DREAMVOICE related to or arising out of DREAMVOICE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at DREAMVOICE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving DREAMVOICE of any of its obligations under this paragraph.

11.2 **It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by DREAMVOICE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. DREAMVOICE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.**

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by DREAMVOICE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. DREAMVOICE 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 Agreement. If DREAMVOICE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and DREAMVOICE 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.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of DREAMVOICE, 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 DREAMVOICE or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 DreamVoice shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of DreamVoice. DreamVoice, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that DreamVoice intends to use no subcontractors in the performance of this Agreement. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council (hereafter "City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

12.3 Any work or 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of DreamVoice. City shall in no event be obligated to any third party, including any subcontractor of DreamVoice**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, DreamVoice 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 Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, DreamVoice shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor DreamVoice, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should DreamVoice assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option,

cancel this Agreement and all rights, titles and interest of DreamVoice shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by DreamVoice shall in no event release DreamVoice from any obligation under the terms of this Agreement, nor shall it relieve or release DreamVoice from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

DreamVoice covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that DreamVoice shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and DreamVoices; that the doctrine of respondent superior shall not apply as between City and DreamVoice, its officers, agents, employees, contractors, subcontractors and DreamVoices, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and DreamVoice. The parties hereto understand and agree 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 DreamVoice under this Agreement and that the DreamVoice has no authority to bind the City.

XIV. SBEDA (RESERVED)

XV. CONFLICT OF INTEREST

15.1 DreamVoice acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

15.2 Pursuant to the subsection above, DreamVoice warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. DreamVoice further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where 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 DreamVoice, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

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.

XVIII. LICENSES/CERTIFICATIONS

DreamVoice warrants and certifies that DreamVoice 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.

XIX. COMPLIANCE

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

XX. NONWAIVER OF PERFORMANCE

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 XVI.

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.

XXI. LAW APPLICABLE

21.1 **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.**

21.2 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.

21.3 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, DreamVoice, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. City hereby relies on DreamVoice's verification. If found to be false, City may terminate this Agreement for material breach.

21.4 As a party to this Agreement, DreamVoice 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.

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

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

XXIV. CAPTIONS

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.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits 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:

EXHIBIT A: SCOPE OF SERVICES

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the 9th day of September, 2017 (the "Effective Date").

CITY:
CITY OF SAN ANTONIO

Mike Etienne, Director
Office of EastPoint

DREAMVOICE, L.L.C:

Shokare Nakpodia, Creative Director

Approved as to Form:

Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

MISSION:

DreamWeek's mission is to continue to advance and modernize the teachings set forth by Dr. Martin Luther King, Jr.'s vision by creating dialogue across cultures and communities.

WHEN:

Each year DreamWeek takes place in the week leading up to the country's largest MLK March. This year the summit will be held Friday, January 5 to Tuesday, January 20, 2018.

ADVANCING THE VOICES OF TOLERANCE, DIVERSITY & EQUALITY:

DreamWeek provides an environment for a global exchange of ideas through a series of keynote speaking engagements, mixers, workshops and celebrations that will foster discussions centered on universal issues. The summit will revolve around the following themes: City, Health, Youth, Environment, Technology, Education, Arts, Spirit, Justice, Business, Sports and Cuisine. Each event will inspire and motivate the community to action in creating a more tolerant and enlightened society.

As the world trends toward a more integrated landscape, there is a growing need for a vehicle to promote tolerance, interaction and exchange of ideas. Within this groundswell of emerging voices are ideas that may have a profound effect on the way we see our tomorrow, today. The power lies not in the activity of a rally or a mantra, but the interactions that lead to a greater knowledge of issues that touch our lives. San Antonio's quarter century status as host to the country's largest MLK March is proof that Dr. King's words and vision still live, and motivate.

SUPPORT TO MLK, JR. COMMISSION:

DreamVoice LLC may assist with wrap around design, marketing and promotional services, as needed, for the MLK Jr., Commission in the joint promotion of all official DreamWeek and MLK, Jr. Commission Commemorative events to include the following:

- Car Raffle
- Poetry Slam Contest
- Commemorative Lecture Series (Trinity University)
- Town Hall Discussion
- Youth Empowerment Summit
- Gospel Choir Extravaganza
- Wreath Laying Ceremony
- Citywide Interfaith Worship Service

- Pre-March Worship | Jan Early Morning Service
- Dr. Martin Luther King Jr. Day March
- MLK Commemorative Program
- Sponsorship Banquet
- Scholarship Banquet
- Army/Air force Health Fair
- Paseo Del Rio MLK Float
- MLK Golf Tournament
- MLK Gala
- Other specific MLK commemorative event marketing.

In addition, DreamVoice, LLC must abide by the most recent executed and jointly signed Memorandum of Understanding between DreamVoice LLC and the MLK Jr., Commission as set forth by the MLK Jr., Commission of San Antonio, attached hereto, and incorporated herein, as ATTACHMENT 1.

STATE OF TEXAS	§	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	§	**PROGRAM GRANT AGREEMENT OF THE CITY**
		OF SAN ANTONIO
COUNTY OF BEXAR	§	

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager and the Greater San Antonio Chamber of Commerce ("GSACC"), both of which may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, GSACC is engaged in economic development activities; and

WHEREAS, GSACC is seeking economic incentives from the CITY to undertake and complete economic development activities as more specifically described in Exhibit A and attached hereto; and

WHEREAS, the CITY has identified funds to be made available to GSACC in the form of an Economic Development Program Grant for use in undertaking and completing economic development activities in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code the CITY is authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality; **NOW THEREFORE:**

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

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings ascribed below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"GSACC" is defined in the preamble of this Agreement and includes its successors.

"Director of Cybersecurity" shall mean the individual engaged by GSACC to provide the services set forth on Exhibit A attached hereto.

ARTICLE II. TERM

2.1 This Agreement shall become effective as of October 1, 2017, and shall remain in effect through September 30, 2018 ("Term"), unless otherwise terminated on an earlier date in accordance with the terms of this Agreement.

2.2 City may, in its sole discretion, exercise a one-year renewal option, beginning September 1, 2018 without the necessity of City Council approval, and subject to budgetary appropriation.

2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

ARTICLE III. SCOPE OF SERVICES

3.1 GSACC agrees to provide the services described below in exchange for the compensation described in Article IV of this Agreement.

3.1.1 GSACC agrees to provide a current job description for the Director of Cybersecurity (the "DSC"). The DSC will work directly for GSACC and perform the services as more particularly described in **Exhibit "A"** of this Agreement.

3.1.2 All Grant funds provided under this Agreement shall be used to fund the DSC and DDSC positions, ancillary costs associated with the position and any other expenses deemed appropriate and agreed to by the GSACC and the City to include but not be limited to additional staffing resources, consulting resources and training for staff retained under this agreement. In any event, administrative costs, and other expenses of GSACC associated with the DSC positions in total shall not exceed five percent (5%) the total Grant funds. All ancillary, administrative, and other associated expenses of GSACC associated with the DSC position shall be in kind contributions.

3.1.3 The DSC will be an employee of GSACC. City shall have the right to approve of the individual selected for the DSC position if any staffing changes are made. If staff changes are imminent City shall have the right to approve the individual selected for the DSC by GSACC.

3.2 GSACC agrees that the DSC shall work exclusively on Cybersecurity related issues including those that may be ancillary to such duties. City shall have the right to terminate this Agreement in whole or in part in accordance with Article VII, should GSACC's work related to the position of DSC and the agreed upon work program outlined in Exhibit A to be unsatisfactory to City.

3.3 Within sixty (60) days of adoption by City Council of this agreement, City and DSC shall finalize Exhibit A outlining the milestones to be achieved and procedures to be utilized to deliver the Services during the Term of this agreement. The City and DSC shall work jointly to finalize the Exhibit A and after approval by each respective party, Exhibit A shall become incorporated into this Agreement.

ARTICLE IV. COMPENSATION TO GSACC

4.1 In consideration of the DSC performance in a satisfactory and efficient manner, City agrees to provide GSACC a grant for services and activities set forth in this Agreement, an amount not to exceed fifty thousand dollars and zero cents ($50,000.00) ("Grant Funds"), to be paid to GSACC in full within thirty (30) business days of the receipt of an invoice from GSACC in a format satisfactory to City in its sole discretion. GSACC shall submit such invoice following final execution of this Agreement.

4.2 GSACC shall return any Grant Funds that are not spent as set forth in Subsection 3.1.2 within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. Additionally, if any or all GSACC services are unsatisfactory to City, as required by the terms of this Agreement, GSACC shall return any Grant Funds associated with such unsatisfactory work within thirty (30) calendar days of written notice from City provided in accordance with Section 7.1. For the purposes of this Agreement, "unsatisfactory work" shall mean a performance representing less than seventy percent (70%) of completion of any of the categories in the attached Exhibit "A" or any unaddressed performance issues formally presented in writing, invoking this section, and curable within 60 days ("Performance Recommendations"). Performance Recommendations are considered addressed upon receipt of a written response by the Director of Economic Development indicating cause of non-performance and whether performance will be met within 60 days.

4.3 No additional fees or expenses of GSACC shall be charged by GSACC nor be payable by City. The parties hereby agree that all compensable expenses of GSACC have been provided for in the total payment to GSACC as specified in section 4.1 above. Total payments to GSACC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced by the passage of an Ordinance by the City Council.

4.4 City shall not be obligated or liable under this Agreement to any party, other than GSACC, for the payment of any monies or the provision of any goods or services.

4.5 The GSACC agrees to provide the City with Quarterly Progress Reports that outline how the Economic Development Grant funds provided under this Agreement were utilized to accomplish the public purpose for which this Agreement was entered into and summarizing the economic development efforts undertaken by the GSACC as described in Exhibit "A". The Quarterly Progress Reports shall be submitted no later than the last calendar day of the month following the end of each full calendar quarter beginning in October 1, 2017 during the Term of this Agreement, in a mutually-acceptable format that details the GSACC's efforts in expanding

the community's Cybersecurity industry, and shall include details on the Cybersecurity activities as described in Exhibit "A."

4.6 In addition, at the option of and on request of the City, representatives of the GSACC must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the GSACC's efforts in expanding the community's Cybersecurity industry.

4.6 The payment of the fifty thousand dollars and zero cents ($50,000.00) to GSACC pursuant to this Agreement is subject to GSACC securing matching funds from the public and private sector in the amount of at least fifty thousand dollars and zero cents ($50,000.00) from the private sector for a total of one-hundred thousand dollars and zero cents ($100,000.00) for the purpose of funding the DSC position and ancillary positions. In the event such matching funds are not raised by GSACC approximately by March 30, 2018, City may, in its sole discretion, terminate this Agreement and any Grant Funds paid to GSACC pursuant to this Agreement shall be immediately returned to City.

ARTICLE V. RECORDS RETENTION

5.1 GSACC shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "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 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.

5.2 GSACC 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, GSACC shall retain the records until the resolution of such litigation or other such questions. GSACC 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 GSACC to provide in electronic form said documents to City prior to or at the conclusion of said retention.

5.3 GSACC shall notify City**,** immediately, in the event GSACC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. GSACC understands and agrees that City will process and handle all such requests.

ARTICLE VI. TERMINATION

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

6.2 Termination Without Cause**.** This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VII. Notice, 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:

6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article IX. Assignment and Subcontracting.

6.3.2 The unsatisfactory performance of The Director of Cybersecurity Cybersecurity in accordance with this Agreement.

6.4 Defaults With Opportunity for Cure. Should GSACC default in the performance of this Agreement in a manner stated in this Section 6.4 below, such default shall be deemed to be an event of default hereunder. City shall deliver written notice of said default specifying such matter(s) in default. GSACC shall have sixty (60) calendar days after receipt of the written notice, in accordance with Section 7.1, to cure such default. If GSACC fails to cure the default within such sixty-day (60) cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate. In the event the City terminates this Agreement in whole or in part, then the CITY shall have the right to recapture any Grant Funds disbursed in accordance with this Agreement.

6.4.1 Bankruptcy or selling substantially all of company's assets.

6.4.2 Failing to perform or failing to comply with any covenant herein required.

6.4.3 Performing unsatisfactorily in accordance with this Agreement.

6.4 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, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Irrespective of how this Agreement is terminated, GSACC shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, electronic copies of 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 GSACC**,** or provided to **G**SACC**,** hereunder, regardless of storage medium,

if so requested by City, or shall otherwise be retained by GSACC in accordance with Article V. Records Retention. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at GSACC's sole cost and expense. Payment of compensation due or to become due to GSACC is conditioned upon delivery of all such documents, if requested.

6.7 Upon the effective date of expiration or termination of this Agreement, GSACC shall cease all operations of work being performed by GSACC or any of its subcontractors pursuant to this Agreement. Provided however, such work may be continued to be performed by GSACC under any other agreement to which GSACC may be a party to.

6.8 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 GSACC for any default hereunder or other action.

ARTICLE VII. NOTICE

7.1 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:	City of San Antonio Attn: Director Economic Development Department 100 W. Houston, Floor 19 San Antonio, Texas 78205
If intended for GSACC, to:	San Antonio Chamber of Commerce Attn: President & CEO 602 E. Commerce Street San Antonio, Texas 78205

ARTICLE VIII. INDEMNITY

8.1 GSACC and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

8.2 GSACC covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), individually or 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to GSACC'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of GSACC, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of GSACC, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The CITY, and/or shall have the right, at their option and at their own expense, to participate in such defense without relieving GSACC of any of its obligations.

GSACC further agrees to reimburse the City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims. IN THE EVENT GSACCAND 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.

8.3 GSACC SHALL ADVISE THE CITY, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF THE GSACC'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE GSACC'S COST TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

8.4 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.

8.5 Nothing in this Agreement waives any governmental immunity available to the City under the laws of the State of Texas.

GSACC shall advise CITY in writing within 24 hours of any claim or demand against CITY or GSACC known to GSACC related to or arising out of GSACC's activities under this Agreement.

ARTICLE IX. ASSIGNMENT AND SUBCONTRACTING

9.1 GSACC shall employ the Director of Cybersecurity position in order to complete the work to be performed under this Agreement.

9.2 It is City's understanding and this Agreement is made in reliance thereon, that GSACC does not intend to use subcontractors in the performance of this Agreement unless agreed to by both parties in writing.

9.3 Any work or 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 Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of GSACC. City shall in no event be obligated to any third party, including any subcontractor of GSACC**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

9.4 Except as otherwise stated herein, GSACC 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 Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, GSACC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor GSACC, assignee, transferee or subcontractor.

9.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should GSACC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of GSACC shall thereupon cease and terminate, in accordance with Article VI, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by GSACC shall in no event release GSACC from any obligation under the terms of this Agreement, nor shall it relieve or release GSACC from the payment of any damages to City, which City sustains as a result of such violation.

ARTICLE X. INDEPENDENT CONTRACTOR

10.1 GSACC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that GSACC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and GSACCs; that the doctrine of respondent superior shall not apply as between City and GSACC, its officers, agents, employees, contractors, subcontractors and

GSACCs, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and GSACC. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party, including, without limitation, by Director of Cybersecurity, occurring in connection with the services to be performed by the GSACC under this Agreement and that the GSACC has no authority to bind the City.

ARTICLE XI. NO REPRESENTATIONS

11.1 Neither GSACC nor its agents or brokers have made any representations or promises with respect to their services except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of GSACC, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. City is not acquiring any rights, under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

12.1 GSACC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

12.2 Pursuant to the subsection above, GSACC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. GSACC further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIII. AMENDMENTS

13.1 Except where 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 GSACC, and subject to approval by the City Council, as evidenced by passage of an ordinance.

ARTICLE XIV. SEVERABILITY

14.1 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.

ARTICLE XV. LICENSES/CERTIFICATIONS

15.1 GSACC warrants and certifies that GSACC 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.

ARTICLE XVI. COMPLIANCE

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

ARTICLE XVII. NONWAIVER OF PERFORMANCE

17.1 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 XV. 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.

ARTICLE XVIII. LAW APPLICABLE

18.1 **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.**

18.2 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.

ARTICLE XIX. LEGAL AUTHORITY

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

ARTICLE XX. PARTIES BOUND

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

ARTICLE XXI. NONDISCRIMINATION AND SECTARIAN ACTIVITY

21.1 As a condition of entering into this Agreement, GSACC represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, GSACC shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with Grant Funds made available under this Agreement, nor shall GSACC retaliate against any person for reporting instances of such discrimination. GSACC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. GSACC understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of GSACC from participating in City contracts, or other sanctions as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

21.2 None of the performances rendered by GSACC under this Agreement shall involve, and no portion of the Incentives received by GSACC under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

21.3 GSACC shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by GSACC associated with the Grant Funds made available through this Agreement.

ARTICLE XXII. PARTIES' REPRESENTATIONS

22.1 This Agreement has been jointly negotiated by the City, and GSACC and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE XXIII. RELATIONSHIP OF PARTIES

23.1 GSACC is an independent contractor. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of employer and employee, officer, principal and agent, partners, joint ventures or any other similar such relationship between the Parties. As between the CITY, and GSACC, the GSACC is solely responsible for compensation payable to any employee, contractor, or subcontractor of GSACC, and none of the GSACC's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City as a result of this Agreement. To the extent permitted by Texas law, no director, officer, employee or agent of the CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XXIV. CAPTIONS

24.1 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.

ARTICLE XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 the same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIX.

Signatures appear on next page.

Executed in triplicate each of which shall constitute an original this ___ day of _____, 2017 (the "Effective Date").

CITY OF SAN ANTONIO **GREATER SAN ANTONIO CHAMBER OF**

COMMERCE

_____	_____
Sheryl Sculley	Richard Perez
City Manager or designee	President & CEO

ATTEST/SEAL:

_____
Leticia M. Vacek
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit A: Scope of Services

1) GRANTEE shall accomplish the following in accordance with the terms and conditions of the Agreement and in support of the Jobs and Economic Competiveness Section of the SA Tomorrow Comprehensive plan:

a) GRANTEE shall provide jobs descriptions for Director of Cybersecurity by November 30, 2017.

b) GRANTEE shall provide CITY's EDD Director with proper documentation verifying receipt of funding commitments from sources other than CITY by March 30, 2018 and semi-annual budget reports outlining cumulative contributions and expenditures (to include all sources of funding).

c) GRANTEE shall provide quarterly reports on items 2a.) through 2 e.) on its activities to the CITY's EDD Director and, upon request, to the City Council of CITY, its boards, committees and/or commissions.

2) GRANTEE shall serve as an 'Industry Liaison' or 'sector expert' resource and collaborate with the City, San Antonio Economic Development Foundation (SAEDF) and work to develop private sector validated Cybersecurity Industry strategies and tactics towards accomplishment of the annual Forefront San Antonio work plan during the Term of this Agreement:

a) Recruitment: In the Forefront SA area of Recruitment GRANTEE shall define, prioritize and report Strategic Objectives that will support the mid and long-term recruitment of Cybersecurity jobs, investments and assets and SAEDF and related Industry Councils as requested.

b) Retention and Expansion: In the Forefront SA area of Retention and Expansion GRANTEE shall define, prioritize and report Strategic Objectives that will support the mid and long-term expansion of Cybersecurity industry investments and community assets.

i) **BRE Visits:** GRANTEE shall use its relationships with local Cybersecurity firms to organize a minimum of 4 company visits that are NOT members of the Cybersecurity Business Council.

(1) **Export Programs:** GRANTEE shall collaborate with the Free Trade Alliance to or other entity in relation to the Brookings Institution Global Cities Initiative to identify and convene Cybersecurity companies interested in exporting products/services and .

c) Entrepreneurial Development: In the Forefront SA area of Entrepreneurial Development GRANTEE shall define, prioritize and report Strategic Objectives that will support the mid and long-term commercialization of Cybersecurity technologies and cause the eventual addition of investments and assets.

d) Workforce Development: In the Forefront SA area of Workforce Development:

i) **Forefront SA Updates:** GRANTEE shall assist SA Works as requested by the CITY in the development of Workforce Development tactics and activities

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its Director of Economic Development and the SABER Institute, a collaboration between the Hispanic Chamber of Commerce of San Antonio and St. Mary's University, by and through their respective presidents (hereinafter referred to as "Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the acting director of City's Economic Development Department (EDD)

II. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence October 1, 2017 and terminate on September 30, 2018.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in this Article III, entitled "Scope of Services," in exchange for the compensation described in Article IV, entitled "Compensation."

3.2 Consultant shall provide the following services to City:

(A) Consultant shall at the direction of City and at an ad-hoc hourly basis at the rate of one hundred and seventy five dollars ($175.00) per hour.

(i) Consult for the City and its various Departments on economic issues including but not limited to the Office of Management and Budget and Finance Department;

(ii) Evaluate the economic sections of City Annual Financial Report, Budget Transmittal Letter and bond documents/presentations;

(iii) Brief City staff, City Council, and other City-sponsored entities on economic issues;

(iv) Provide review, edits, and comments on cost-benefit analyses and economic impact analyses completed by EDD staff and other City Departments as requested; and

(v) Conduct economic impact studies on City Hotel conventions and Sports events as requested by and Sports Entertainment Facilities and other City departments.

3.3 Consultant shall also work with the City and any affiliated entities to provide any studies or analysis beyond the scope of this Agreement that will be a separately negotiated Agreement with the appropriate Department requesting the work unless the amount of the contract requires the City to conduct a competitive bid process. If the cost of the work requires the issuance of an RFP, the City agrees to notify the Consultant of the issuance of the RFP.

3.4 The work completed by Consultant shall be conducted by or supervised by Steve Nivin, Ph.D., Chief Economist. Dr. Nivin is to coordinate all requests for information from the Mayor, City Council or any of their staff, as well as from any other City Departments with EDD before responding to such requests.

3.5 All work performed by Consultant hereunder shall be performed under the direction of City and to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which Consultant is not directed to perform by City or is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, 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 in the instance where City elects not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's satisfactory performance of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed FORTY EIGHT THOUSAND DOLLARS ($48,000.00) as total compensation, to be paid to Consultant as follows:

(a) Consultant shall submit monthly invoices for services performed in accordance with Article III above.

(b) City shall pay Consultant within fifteen (15) days of receiving an invoice.

4.2 No additional fees or expenses shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by Director.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of all work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant in which both Consultant and City staff work together to produce the writings, documents or information pursuant to Section 3.2(A) of this Agreement on a pro bono basis for use by the City or at the request of the City will be considered jointly owned and co-branded by both parties**;** and any distribution of such material by the Consultant shall be identified as jointly owned and co-branded to reflect the City's participation in the creation of any such material. Furthermore, the Consultant shall make any such writings, documents or information created with the utilization of public funds, including City staff input, available to the public at no cost other than those costs allowed by law (e.g, administrative costs). The economic reports provided pursuant to Section 3.2(A)(i) will be solely owned and branded by the Consultant, and the City agrees to minimize distribution beyond City staff to the extent possible.

5.2 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to Section 3.2(B) of this Agreement where the consultant may have access to financial or otherwise potentially sensitive information regarding City financial position, sensitive project financial data or other such material is considered confidential, proprietary and the exclusive property of City**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant nor discussed, released or distributed by the Consultant in any form without the permission of the City

5.3 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information produced in accordance with Section 3.2(B) of this Agreement, the City has the right to use all such writings, documents and information as City desires, without restriction. Notwithstanding this Section, once reports are submitted to and approved by the City and are deemed "final" reports by the Parties, such reports may be considered public record and therefore may be placed in the Consultant's library system.

5.4 Should Consultant publish or reference any work performed under this Agreement that involved the use or assistance of City staff, Consultant must jointly credit the City's Economic Development Department when using such information and co-brand any such material to reflect this joint ownership.

VI. RECORDS RETENTION

6.1 Consultant 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"), 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.

6.2 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 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, 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 said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City**,** immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

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

7.2 Termination Without Cause**.** This Agreement may be terminated by City upon 15 days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant 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 Consultant'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.

7.4.1 Bankruptcy or selling substantially all of company's assets
7.4.2 Failing to perform or failing to comply with any covenant herein required
7.4.3 Performing unsatisfactorily

7.5 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.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect 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 Consultant**,** or provided to Consultant**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed

within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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 by Consultant 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 Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its sub Consultants pursuant to this Agreement.

7.9 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 Consultant for any default hereunder or other action.

VIII. INSURANCE

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Economic Development Department, which shall be clearly labeled "*ED Consultant*" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

8.3 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 Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims Made Form)	$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

8.4 Consultant 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 the Consultant and the CITY as additional insureds. Consultant shall provide the 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.

8.5 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits

required by the City, 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: Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

8.6 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 polices;

- 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

8.7 Within five (5) calendar 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 Agreement.

8.8 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 hereunder until Consultant demonstrates compliance with the requirements hereof.

8.9 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 Agreement.

8.10 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 Agreement.

8.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. INDEMNIFICATION

9.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to CONSULTANT activities under this AGREEMENT, 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 performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLIE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPROTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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 AGREEMENT 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.

X. NOTICE

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:	City of San Antonio Attn: Director P.O. Box 839966 San Antonio, TX 78283-3966
If intended for Consultant, to:	Hispanic Chamber of Commerce Attn: Steven Nivin 200 E Grayson St, Suite 203 San Antonio, TX 78215

XI. INDEPENDENT CONSULTANT

Consultant covenants and agrees that he or she is an independent Consultant and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, Consultants, and sub-Consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, Consultants, and sub-Consultants and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The parties hereto understand and agree 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 Agreement and that the Consultant has no authority to bind the City.

XII. CONFLICT OF INTEREST

12.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or

spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a sub-Consultant on a City contract, a partner or a parent or subsidiary business entity.

12.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. AMENDMENTS

Except where 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 Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XIV. SEVERABILITY

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.

XV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant 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.

XVI. COMPLIANCE

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

XVII. NONWAIVER OF PERFORMANCE

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 Director. 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.

XVIII. LAW APPLICABLE

18.1 **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.**

18.2 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.

XIX. LEGAL AUTHORITY

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

XX. PARTIES BOUND

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

XXI. CAPTIONS

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.

XXII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the _____ day of _____, 2017.

CITY:

CITY OF SAN ANTONIO

_____
Carlos J. Conteras III
Assistant City Manager

CONSULTANT:

HISPANIC CHAMBER OF COMMERCE

_____
Ramiro Cavazos
President

ST. MARY'S UNIVERSITY

_____
Thomas M. Mengler, J.D.
President

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

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "**City**"), a Texas municipal corporation, acting by and through its City Manager or authorized designee pursuant to Ordinance No.2017-09-14-0652, dated September 14, 2017, and Haven for Hope of Bexar County, a Texas non-profit corporation (hereinafter referred to as "**Grantee**"), acting by and through its duly authorized officers, and together referred to as the "Parties."

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

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

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

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

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

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

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

I. PURPOSE

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

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

II. TERM

2.01 The term of this Agreement shall be effective beginning October 1, 2017 and continue until (a) final payment of all allowable expenditures for the Authorized Purpose under this Agreement; or (b) September 30, 2018, whichever occurs later, unless this Agreement is terminated earlier by the City pursuant to the provisions for termination in this Agreement (the "Term").

III. DESIGNATED REPRESENTATIVES

3.01 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's Senior Director of Transformational Support Services shall be Grantee's designated representative responsible for the administration and management of this Agreement.

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

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

IV. GENERAL RESPONSIBILITIES OF GRANTEE

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

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

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

VI. USE AND OPERATIONS

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

VII. FUNDING AND ASSISTANCE BY CITY

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

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

VIII. RESERVED

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

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

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

9.01.2 After the Director of the DHS or her designee reviews and approves each invoice, the invoice and supporting documentation will be forwarded to the appropriate individual(s) for processing payment.

9.02 City shall provide Grantee written notice regarding any expenditure the City

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

(A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or

(B) Not be supported by adequate documentation to fully justify the expenditure.

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

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

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

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

X. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01 Grantee further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to City is, and shall be, to the best of Grantee's knowledge and belief, complete and accurate as of the date shown on the information, data, or report.

(B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder.

(C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.

(D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

XI. ACCESSIBILITY OF RECORDS AND MONITORING

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

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

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

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

11.05 Grantee agrees to maintain in confidence all information pertaining to this Agreement or other information and materials prepared for, provided by, or obtained from City in connection herewith, including, without limitation, reports, information, Navigator Program evaluations, Navigator Program designs, data, and other related information (collectively, the "**Confidential Information**") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, GRANTEE shall be permitted to use client-level information, aggregate data, and Grantee's own work product hereunder to the extent necessary to comply with GRANTEE's reporting and other obligations under GRANTEE's third party funding agreements, applicable laws and regulations. "Confidential Information" does not include information that is or becomes publicly available

through no fault of Grantee, its employees, directors, agents, or subcontractors. Additionally, **t**he Parties have executed that certain **HIPAA Business Associate Agreement** effective October 1, 2016 ("**HIPAA Agreement**"), which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The HIPAA Agreement is incorporated in and made a part of this Agreement for all purposes.

Grantee shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Grantee shall give the Director of the DHS prior written notice that such disclosure is required with a full and complete description regarding such requirement; provided, however, any request by Grantee for permission to disclose Confidential Information that is not responded to by City within 10 working days from receipt thereof shall be deemed approved.

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

XII. INDEMNITY, LIMITATION OF LIABILITY

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

exercise of the rights or the performance of the duties under this AGREEMENT, but excluding the acts of third parties for whom GRANTEE is not legally responsible. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, officials, employees, agents, contractors or subcontractors, in instances where such negligence causes personal injury, death or property damages.

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

12.03 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

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

XIII. INSURANCE

13.01 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the DHS, which shall be clearly labeled "*Haven for Hope – Homeless Veterans' Outreach Services*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the DHS. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

13.02 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and, upon written notice to GRANTEE, to modify insurance coverages and their limits when deemed

necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

13.03 A Grantee's financial integrity is of interest to the City; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the City, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

13.05 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies, or to the extent required by Grantee's other funding agreements). Grantee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Grantee shall pay any costs incurred resulting from said changes.

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

13.06 Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

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

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

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

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

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

13.12 Grantee and any Subcontractors are responsible for all damage to their own

equipment and/or property.

XIV. TERMINATION

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

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

XV. NONDISCRIMINATION

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

XVI. CONFLICT OF INTEREST

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

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

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

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

(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XVII. POLITICAL OR RELIGIOUS ACTIVITY

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

17.02 None of the performances rendered by Grantee under this Agreement shall involve, and no portion of the funds received by Grantee under this Agreement shall be used in support of, any sectarian or religious activity, except that navigators may provide support to individuals in a manner that permits the individual's access to religious activities that are consistent with the individual's cultural and spiritual background.

XVIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

XIX. CONTRACTING

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

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

19.03 By signing this Agreement, Grantee certifies that it will not award any funds

provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in programs with the City.

XX. CHANGES AND AMENDMENTS

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

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

XXI. ASSIGNMENT

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

XXII. SEVERABILITY OF PROVISIONS

22.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in effect to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable, and the Parties shall endeavor to negotiate and agree upon any such replacement clause or provision.

XXIII. NON-WAIVER OF PERFORMANCE

23.01 No waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein

contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

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

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

XXIV. ENTIRE AGREEMENT

24.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXV. NOTICES

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

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

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

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

With a copy to: legal@havenforhope.org,

or to such other address(es) as are requested by the Parties in writing pursuant to this provision. Notice shall be deemed to have been duly served: when hand-delivered, or when received if sent by facsimile or email provided the day of receipt is a business day (or on the next following business day if the day of receipt is not a business day), and if mailed, two (2) days after being

deposited with the U.S. Post Office. Each Party shall advise the other Party as soon as reasonably possible of any change in address, telephone number, or key personnel with responsibilities under this Agreement.

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

XXVI. PARTIES BOUND

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

XXVII. RELATIONSHIP OF PARTIES

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

XXVIII. TEXAS LAW TO APPLY

28.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas and venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

XXIX. GENDER

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

XXX. CAPTIONS

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

XXXI. LEGAL AUTHORITY

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

31.02 The signer of this Agreement for Grantee represents, warrants, assures and

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

XXXII. MISCELLANEOUS

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

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

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

32.04 Force Majeure. A Party shall be excused from performance (except for payment obligations), and shall incur no liability for any loss or damage due to any delay or failure to perform its obligations under this Agreement when caused by occurrences beyond the reasonable control of the such party ("**Force Majeure**"), including, but not limited to, riots, wars or hostilities between any nations, acts of God, fires, storms, floods, earthquakes, labor disputes or strikes, shortages or curtailments of raw materials, and power or other utility services. Performance shall be excused hereunder only if the affected party delivers written notice of the occurrence, including a full description thereof, to the other party and endeavors to remedy such non-performance with all reasonable dispatch.

[Signature page to follow]

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

CITY OF SAN ANTONIO, TEXAS

By:_____
MELODY WOOSLEY, DIRECTOR
DEPARTMENT OF HUMAN SERVICES

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

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

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

Date: _____

APPROVED AS TO FORM:

By: _____

Attachments:

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

COLLABORATION AND SPACE USE AGREEMENT
Between
Haven for Hope and the City of San Antonio, Department of Human Services

This **COLLABORATION AND SPACE USE AGREEMENT** ("**Agreement**") is entered into effective as of _____("**Effective Date**"), between **HAVEN FOR HOPE OF BEXAR COUNTY**, a Texas nonprofit corporation located at 1 Haven for Hope Way, San Antonio, TX 78207 ("**H4H**") and the **CITY OF SAN ANTONIO, DEPARTMENT OF HUMAN SERVICES** ("**Provider**"), each a "**Party**" and together, the "**Parties**."

RECITALS

WHEREAS:

- H4H and service providers provide comprehensive transformational services to address common causes of homelessness and improve the lives of people in San Antonio/Bexar County experiencing homelessness, including to foster their knowledge, resources, skills, and abilities necessary to become self-sufficient;
- The City of San Antonio ("**City**") purchased the property on which H4H's main campus (the "**Campus**") is located (the "**Property**") utilizing tax exempt financing in order to establish a human services campus for the homeless;
- The City granted H4H a non-assignable lease to the Property and engaged H4H to operate the Campus;
- H4H is authorized to license portions of the Campus to other nonprofit entities in order to provide services to Participants under management and leadership of H4H;
- Provider is department of the City of San Antonio and has been engaged in providing, and is willing to continue providing, the services described in Exhibit 1 ("**Services**") to Participants at the Campus; and

NOW THEREFORE, intending to be legally bound hereby and in consideration of the mutual covenants herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS. In addition to other terms defined elsewhere in this Agreement, the following terms have the meanings given below:

"**Affiliate**": an entity that directly or indirectly, controls, is controlled by, or is under common control with, a Party, where "control" means the power to direct management and policies of an entity, whether by ownership of at least 51% of the voting securities thereof, by contract, or otherwise.

"**Agreement**": the Recitals above, the following terms and conditions, and Exhibits 1, 2, 3, and 4, attached to and incorporated herein.

"**Assigned Space**": that portion of the Campus identified on Exhibit 2, that Provider will be permitted to occupy and use in accordance with this Agreement.

"**business day**": any day on which commercial banks in San Antonio are open for business.

"**City Lease Agreement**": the Lease Agreement dated March, 2008, between H4H and the City, as amended, incorporated in and made a part of this Agreement.

"**Evacuation Plan**": the plan outlined in the H4H Policies, for evacuating the Campus in the event of an emergency.

"**Indemnified Parties**": H4H and the City, and their respective Affiliates and Representatives.

"**Participants**": past, present and future residents at the Campus, including "**Members**" (meaning Participants who are participating in the H4H transformation program) and "**Guests**" (meaning

Participants receiving services from H4H and/or Service Providers but who are not participating in the H4H transformation program).

"**H4H Policies**": the policies, procedures, programs, protocols, regulations and rules adopted by H4H from time to time (including amendments and replacements), generally applicable to Service Providers or operations on the Property, as published on the H4H website or otherwise communicated by H4H to Provider, including concerning safety, emergency protocols, security, weapons, badging, and drug/alcohol use.

"**Legal Requirements**": judicial decisions, orders, injunctions, writs, decrees, rulings, directives, constitutions, statutes, laws, ordinances, codes, rules, regulations, permits, licenses, and agreements (including the City Lease Agreement) of any governmental authority or body applicable to Provider, H4H, this Agreement,

the Services, the Campus or Property, including interpretations of those requirements by the entities charged with implementing and enforcing them.

"**Liabilities**": claims, causes of action, demands, damages, lawsuits, judgments, settlements, arbitration awards, liens, losses, costs, expenses, obligations, fines and penalties, and other liabilities, including court costs, defense costs and reasonable attorneys' fees.

"**Representative**": the Affiliates of an entity, and the respective officers, directors, employees, volunteers, invitees, borrowed servants, contractors, and agents of the referenced entity and its Affiliates. In the case of the City, "Representative" also includes elected officials.

"**Shared Space**": common areas in the building(s) where the Assigned Space is located, including break rooms, meeting rooms, and restrooms.

"**Service Providers**": entities, including Provider, providing services to Participants on the Campus.

"**Term**": the Primary Term and any Renewal Term(s).

ARTICLE II. TERM; TERMINATION; SURVIVAL

A. Term of Agreement.

1. Primary Term. Unless terminated earlier in accordance with Article II(B), the initial term of this Agreement ("**Primary Term**") begins on the Effective Date and extends up to and including the date of the second annual anniversary of the Effective Date.

2. Renewal Term(s). The Primary Term will be automatically renewed for successive twelve (12) month periods (each a "**Renewal Term**") unless terminated earlier in accordance with Article II(B).

B. Termination.

1. Termination for Convenience. Either Party may terminate this Agreement by giving thirty (30) days written notice of termination.

2. Termination for Default. A non-defaulting Party may terminate this Agreement in accordance with Article XI(B).

3. Termination by H4H. In addition to its other rights, H4H may terminate this Agreement without liability and upon notice to Provider if: (a) for any reason and at any time, H4H's rights to use the Property are terminated, or (b) if H4H suffers a significant reduction in its total funding or a material change in its resources and as a result, H4H determines it can no longer perform under this Agreement.

4. Termination by Provider. In addition to its other rights, Provider may terminate this Agreement without liability and upon notice to H4H: (a) in accordance with Paragraph 10 of Exhibit 4, or (b) if Provider suffers a significant reduction in its total funding or a material change in its resources and as a result, Provider determines it can no longer perform under this Agreement or (c) if any of the other agreements between the parties is terminated due to default of H4H.

5. Consequences of Termination. Termination of this Agreement is without prejudice to any Liabilities accruing prior to the termination date, regardless of the date on which such Liabilities are asserted. The Parties shall work cooperatively to minimize adverse impacts of termination upon Participants.

C. Survival.

All provisions of this Agreement that expressly survive termination shall continue for the period stated therein, and Articles X, XI, XII(C), (D), and (E), XIII (B), XIV, XV and this Article II (C) and any other provisions hereof that customarily or by their nature are intended to survive, shall survive termination of this Agreement for an indefinite period.

ARTICLE III. ASSIGNED SPACE; PERMITTED USE; GENERAL REQUIREMENTS

A. License for Assigned Space. During the Term, H4H agrees to license the Assigned Space to Provider for its exclusive use and occupancy, together with non-exclusive rights to use the Shared Space, solely for the Permitted Use. Unless otherwise specified herein or agreed by the Parties in writing, Provider will have access to the Assigned Space during H4H's normal operating hours, and shall not use or occupy any other part of the Campus or Property. Provider has inspected the Assigned Space and Shared Space, and is entering into this Agreement based on such examination. Provider accepts the Assigned Space and Shared Space in their present condition AS-IS, WITH ALL FAULTS, IF ANY, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. In consideration of the rights granted to Provider herein, Provider agrees to make payments to H4H in accordance with Article V.

B. Permitted Use.

1. Provider shall use the Assigned Space and Shared Space solely for the purpose of the Services and activities reasonably related thereto ("**Permitted Use**") and for no other purpose.

2. Provider will not use or allow the Assigned Space to be used by any person, entity or organization in any manner: (a) for any illegal purpose or in violation of any Legal Requirements; (b) that is inconsistent with this Agreement; (c) that is dangerous to life, health, the environment or property, or is a public or private nuisance, (d) that disrupts or interferes with the activities of H4H or any other occupant of the Property, or (e) that would make void or voidable any insurance in force with respect to the Property or make it impossible to obtain insurance in the future, or would increase the rate of insurance or cause cancellation of any insurance policy pertaining to the Property.

C. General Requirements.

Provider and its Representatives shall comply with Exhibit 4 at all times.

ARTICLE IV. SERVICES; COLLABORATION; REPORTING

A. Provider's Services.

1. General Requirements. H4H strives to provide shelter and direct services to Participants through a coordinated and effective recovery-oriented system of care ("**ROSC**") aimed at breaking the cycle of homelessness, by using trauma-informed practices in a recovery-oriented manner, motivational interviewing, supportive employment and evidence-based practices. Provider agrees that Services will be performed in accordance with ROSC principles.

2. Specific Requirements. Provider agrees to perform the Services in a timely, efficient, and professional manner, in accordance with this Agreement. Specific terms and conditions applicable to the Services are set out in Exhibit 1. Provider shall be solely liable and responsible for, and will handle all aspects of the Services, including providing (at its expense) all personnel, labor, supervision, training (other than H4H-required training provided by H4H) and licensing of Provider's Representatives and provision/procurement of all materials, labor, supplies, equipment, consumables, required therefor (other than any items that H4H has expressly agreed herein to provide).

B. Collaboration. Provider and H4H shall consult regularly concerning the Services, including results thereof. The Parties agree to meet at least quarterly and at other times on request of either Party.

C. Recordkeeping and Inspection of Records. Provider must maintain accurate books and records concerning the Services. Upon request (and at the expense of the requesting entity) and subject to applicable Legal Requirements, Provider will make such records available for inspection and copying by H4H (on behalf of itself or its funding sources) during the Term and for a period of four (4) years following termination of this Agreement, or for any longer period such records are required to be retained by applicable laws or regulations. As a condition of such access, any third party requesting access to such records may be required to enter into a confidentiality agreement, on terms acceptable to Provider and such third party.

ARTICLE V. [Intentionally omitted]

ARTICLE VI. [Intentionally omitted]

ARTICLE VII. COMPLIANCE

A. Compliance. In connection with its performance of this Agreement and presence on the Property, Provider agrees to comply with, and to cause its Representatives to comply with: (1) all applicable Legal Requirements, including, but not limited to, as applicable, the U.S. Health Insurance Portability and Accountability Act, the U.S. Fair Labor Standards Act, the U.S. Equal Pay Act and the U.S. Equal Employment Opportunity Act and any other equal opportunity-employment and affirmative action laws and regulations, the City Lease Agreement and other Legal Requirements referenced therein; and (2) H4H Policies, including the H4H Campus Operational Plan (published on the H4H website under "FAQs"), drug and alcohol policies, safety and security policies, weapons policy, and information privacy and security policies. Upon request, H4H will furnish a copy of the City Lease Agreement, including amendments, to Provider.

B. Certifications. If requested by H4H, Provider will certify, execute and deliver to H4H such certifications of its compliance with this Agreement and/or Legal Requirements as reasonably requested by

H4H.

ARTICLE VIII. ADDITIONAL OBLIGATIONS OF THE PARTIES

A. Provider's Representations, Warranties and Covenants. Provider represents, warrants and covenants that Provider:

1. has full right and authority to execute, deliver and perform this Agreement, and the person executing this Agreement on behalf of Provider was authorized to do so. Provider's entry into and performance of this Agreement is not barred by or breach, any agreement between Provider and a third party;
2. has the requisite skills, experience, expertise and resources to provide the Services, and will provide the Services in accordance with the highest professional standards and all applicable Legal Requirements, including standards set of any regulatory agencies having jurisdiction, and any applicable accreditation, notification, licensing, permit and certification requirements;
3. is familiar with Legal Requirements applicable to the Services and agrees to comply with same. If the Legal Requirements require any professional license(s) to perform its obligations hereunder, Provider will maintain such license(s) in good standing during the Term.
4. and its Representatives shall not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, handicap or familial status, in employment practices or in the admission to the Assigned Space or provision of Services, and shall comply with all Legal Requirements relating to non-discrimination.

B. Provider Responsibilities.

1. Provider will furnish, at its expense, all equipment, furniture, materials, consumables, supplies, and other items that are required for its use/occupancy of, and activities at, the Assigned Space other than those that are expressly identified as being provided by H4H hereunder, including computers and computer software (and shall obtain and maintain throughout the Term all licenses required therefor)
2. Provider will ensure that all office furniture and other tangible items provided by H4H are secured and maintained in good working order, and Provider will preserve any inventory control labels or other identification placed by H4H thereon. Title to all such tangible items shall remain with H4H and Provider is only granted a right to use same during the Term, and shall return the same to H4H upon termination of this Agreement in good working order, ordinary wear and tear accepted, or shall provide replacements of equal quality.

C. H4H Responsibilities. H4H has no obligation to provide, purchase or otherwise facilitate any equipment, supplies, consumables, services or use of or access to any property, nor shall H4H or the City have any liability associated therewith; *provided, however*, H4H will:

1. repair, maintain and replace, as it deems necessary, building components (including heating and air-conditioning units, hot water heaters, roof, exterior walls, windows, and electrical fixtures wiring and plumbing), in each case, other than any such maintenance, repairs or replacements necessitated by or in connection with the acts or omissions of Provider or Provider Representatives (which are the responsibility of Provider);
2. Maintain the Property grounds;
3. Provide daily janitorial services for trash pickup and basic facility cleaning for bathrooms, common areas and the Assigned Space;
4. Facilitate and pay for, garbage pick-up and disposal services from designated containers on Campus;
5. Maintain property insurance and pay property taxes (as applicable) for the Property;
6. Employ security officers and other security measures for the Property;
7. Provide utilities for the building, including water, sewer, electric, and gas and VOIP telephone service;
8. Provide telephones for the Assigned Space and printer/copiers in the Shared Space;
9. Provide internet access and limited technical support in order to troubleshoot internet access issues;
10. Provide office furniture for the Assigned Space and Shared Space, and
11. Any other items specified in Exhibit 1 or Exhibit 3 as being the responsibility of H4H.

THE FOREGOING ITEMS ARE PROVIDED BY H4H AS-IS, WITH ALL FAULTS, IF ANY, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

ARTICLE IX. INSURANCE

The City will obtain and maintain at its own expense insurance coverage as required by all applicable laws and regulations.

ARTICLE X. INDEMNIFICATION

Provider acknowledges that it is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

ARTICLE XI. EVENTS OF DEFAULT; REMEDIES; FORCE MAJEURE

A. **Events of Default**. Each of the following is an "**Event of Default**":

1. Failure of a Party to perform, comply with or observe any agreement, obligation or undertaking of such Party under this Agreement or the HIPAA Agreement, and such failure continues for a period of ten (10) days after the defaulting Party receives written notice of the default;

2. A Party's insolvency, , or the filing of a petition by a Party or a third party against a Party, in any bankruptcy or other insolvency proceeding that is not withdrawn within 60 days following the date of such filing;

3. The occurrence of more than one Event of Default in relation to Provider during any 12-month period (whether or not cured).

B. **Remedies**. Upon the occurrence of an Event of Default in relation to a Party ("**Defaulting Party**"), and in addition to its other remedies under this Agreement, at law or in equity, the non-defaulting Party may terminate this Agreement by giving written notice of termination to the Defaulting Party.

C. **Force Majeure.** If, due to Force Majeure, a Party is delayed or unable to perform, wholly or in part, any of its obligations under this Agreement (other than the obligation to make payments), then, if such Party gives notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, the obligations of both Parties (except payment obligations), will be suspended to the extent and for the duration of the Force Majeure. "**Force Majeure**" means any event, condition or circumstance, the occurrence of which is outside the reasonable control of the Party claiming delay or inability to perform, and which, by the exercise of reasonable diligence, could not be avoided, including, without limitation: acts of God; civil disturbances; acts of governments; compliance with Legal Requirements promulgated after the date hereof; acts of the public enemy, wars, riots, blockades, insurrections; lightning, earthquakes, fire, storms, floods, or any other cause, whether of the kind enumerated or otherwise, whether or not foreseeable.

ARTICLE XII. CAMPUS SOFTWARE; PARTICIPANT INFORMATION; EACH PARTY'S CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

A. **Campus Software**. As applicable, Provider shall use H4H's Homeless Management Information System ("**HMIS**") for purposes of coordinating its Services to Participants, and will share appropriate information with designated H4H case managers, all as permitted by Legal Requirements and in accordance with H4H Policies and H4H's applicable license agreements. As a condition of obtaining access to HMIS, Provider will enter into any agreements from time to time that are required by H4H of HMIS users.

B. **Participant Information**. Each Party agrees to comply with all applicable Legal Requirements concerning the privacy and security of Participants' personal information, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and associated regulations ("**HIPAA Regulations**"), 42 CFR Part 2, and the Texas Medical Records Privacy Act, in order to safeguard such information. Because protection of Participants' information is of paramount importance, it is a condition of this Agreement that the Parties enter into as of the Effective Date, a separate confidentiality agreement pursuant to the HIPAA Regulations and H4H's agreements with the City and other funding sources ("**HPAA Agreement**"), which shall be in substantially the same form as for other Service Providers on Campus.

C. Confidential Information of H4H and Provider.

1. Definition of "Confidential Information". "**Confidential Information**" means confidential and proprietary information, whether in oral, written or electronic form, received or otherwise acquired by a Party (the "**Recipient**") or any of its Representatives from the other Party ("**Disclosing Party**") or any of the Disclosing Party's Representatives in connection with this Agreement or the Services, but excludes Participants' personal information (which is covered by the HIPAA Agreement).

2. Restrictions on Use and Disclosure of Confidential Information. Confidential Information shall be used solely for the purpose of this Agreement and the Services (and in the case of H4H, for managing comprehensive services on Campus (together, the "**Business Relationship**"). Each Recipient shall: (a) safeguard and keep all Confidential Information strictly confidential, and (b) except as expressly permitted by this Agreement or with prior written consent of the Disclosing Party, not disclose Confidential Information or permit access to Confidential Information by any person or entity, other than the Recipient's Representatives who are actively and directly involved in the Business Relationship, or who need to know Confidential Information for purposes of the Business Relationship, and in the case of H4H, as required by its funding sources, and (c) not use Confidential Information for any purpose other than in connection with the Business Relationship.

3. Responsibility for Representatives. Each Recipient represents that all of its Representatives who have or will have access to Confidential Information are legally bound by a written agreement (at least as stringent as this provision) to maintain confidentiality thereof and not make or permit any use or disclosure of Confidential Information, except as authorized by this Agreement.

Each Recipient is responsible and liable for the unauthorized use and disclosure of Confidential Information by its Representatives and for any breach of this Agreement resulting from the acts or omissions of its Representatives or any person/entity to whom it or they have disclosed Confidential Information or that accesses Confidential Information in possession of the Recipient.

4. Ownership, Reproduction and Return of Confidential Information. Confidential Information is the Disclosing Party's exclusive property, and shall not be copied or reproduced except for such limited copies the Recipient requires for the Business Relationship. At the request of the Disclosing Party, the Recipient shall immediately return all Confidential Information and copies thereof to the Disclosing Party (in any form), derivative information based thereon, or destroy all such Confidential Information, copies and derivative information and certify such destruction in writing to the Disclosing Party. Recipient is not required to return or destroy (a) copies of Confidential Information or other material prepared by it incorporating Confidential Information to the extent the same is required to be retained by Legal Requirements, and (b) Confidential Information in electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; *provided*, that any Confidential Information so retained shall be maintained by Recipient shall continue to be subject to this Article, and archived or back-up Confidential Information shall not be accessed except as required by Legal Requirements or under terms of this Agreement

5. Limitations. Nothing herein restricts a Party from using its own Confidential Information, or prohibits use or disclosure of Confidential Information by a Recipient to the extent it: (a) is or becomes available in the public domain through no acts or omissions of the Recipient or its Representatives in violation of this Agreement; (b) prior to or after disclosure by the Disclosing Party, is lawfully known or lawfully becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party, and that such source is not known by them to be prohibited from transmitting the information by any legal obligation; (c) is independently developed by the Recipient without Confidential Information; or (d) is required to be disclosed as a matter of law or pursuant to Legal Requirements, but subject to the Paragraph 6 below. Confidential Information shall not be deemed within the foregoing limitations merely because it is embraced by more general information available in the public knowledge or in Recipient's or it's Representatives' possession. Any combination of features shall not be within the foregoing limitations merely because individual features are in the public knowledge or Recipient's or it's Representatives' possession unless the combination itself is in the public knowledge or in possession or Recipient or its Representatives.

6. Judicial Proceedings. If a Recipient or any of its Representatives is required by any court, legislative or administrative authority (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any Confidential Information of the Disclosing Party, then unless

legally prohibited from doing so, the Recipient shall promptly notify the Disclosing Party of the requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order. The Recipient shall reasonably cooperate with the Disclosing Party in an effort to obtain the protective order, and if appropriate shall allow the Disclosing Party to intervene or appear in any proceeding in order to protect the confidentiality of the Confidential Information. However, if the Disclosing Party is unable to obtain or does not seek a protective order, and the Recipient or its Representatives are, in the opinion of counsel, compelled to disclose the Confidential Information under penalty of liability for contempt, censure or penalty, disclosure of such information may be made without liability, but only to the extent that the Recipient or its Representatives are so compelled to disclose the Confidential Information in response to such process.

7. Termination of Obligations. The obligations of confidentiality and non-use in this Article XII(C) will terminate automatically five (5) years after the later of (a) the termination or expiration of this Agreement or (b) the last date on which Confidential Information is disclosed or acquired pursuant to this Agreement. Following termination, the Recipient shall be free of any obligations restricting disclosure or use of Confidential Information (subject to any remaining intellectual property rights of the Disclosing Party).

D. Campus Research. Except to the extent permitted under the City's Lease Agreement or Operating Agreement with H4H or any other agreements between the Parties, Provider and its Representatives shall not conduct on-Campus research interviews or otherwise conduct research projects on the Campus or based on data obtained through the use of HMIS or provision of Services under this Agreement without obtaining prior written authorization from H4H.

ARTICLE XIII. POINT OF CONTACT; NOTICES

A. Point of Contact. H4H's point of contact for this Agreement is the H4H Manager of Partner Relations (or other person designated in writing by H4H from time to time). Provider's primary point of contact is listed in Exhibit 1. A Party may change its point of contact from time to time by giving notice to the other Party.

B. Notices. To be effective, except as provided elsewhere herein, notices and communications required or permitted under this Agreement must be in writing and delivered: (a) by hand, (b) by overnight courier or priority, registered or certified U.S. mail, return receipt requested, or (c) by email or fax, confirmed by written receipt (generated by the sender's equipment) of successful transmission to the recipient's email address or fax number for notices. Notices sent via the means described in (b) above shall be effective on the third (3rd) business day after deposit, and notices delivered by hand, fax, or email shall be effective when received during normal business hours (or on the next business day if received outside normal business hours or on a non-business day. Notice addresses, contacts, fax numbers and email addresses may be changed upon notice at least ten (10) days in advance of the effective date of the change.

To H4H: For day-to-day matters:
Haven for Hope of Bexar County
Attn: Manager, Partner Relations
Building 3, 1 Haven for Hope Way, San Antonio, TX 78207
Phone: (210) 220-2111
Facsimile: (210) 220-2121

For payments, billing questions and all other accounting matters:
Haven for Hope of Bexar County
Attn: Controller
Building 3, 1 Haven for Hope Way, San Antonio, TX 78207
Phone: (210) 220-2592
Facsimile: (210) 220-2163
Email: jacqueline.bush@havenforhope.org

For all non-routine matters, such as notices of default or disputes, notice of termination:
Haven for Hope of Bexar County
Attn: Joanna Pierce, Contracts Coordinator

Building 3, 1 Haven for Hope Way, San Antonio, TX 78207
Phone: (210) 220-2166
Facsimile: (210) 220-2121
Email: Joanna.Pierce@havenforhope.org

With a copy to: Legal@havenforhope.org

To Provider: For day-to-day matters:

Homeless Veteran Services, Department of Human Services
Attn: Marc Wonder
Service Management Coordinator
Building 3, Office 3.713, 1 Haven for Hope Way
San Antonio, TX 78207
Phone: (210) 220-2389
Email: marc.wonder@sanantonio.gov

For all non-routine matters, such as notices of default or disputes, notice of termination:

City of San Antonio, Department of Human Services
Attn: Melody Woosley, Director
106 St. Mary's Street, 7th Floor
San Antonio, Texas 78205
Phone: (210) 207-8198
Email: melody.woosley@sanantonio.gov

ARTICLE XIV. GOVERNING LAW
This Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas, without reference to conflicts of laws principles.

ARTICLE XV. RESOLUTION OF DISPUTES
If a Party notifies the other of a dispute in connection with this Agreement, the Parties' respective senior management representatives shall promptly meet in an effort to reach a mutually agreeable resolution.

ARTICLE XVI. MISCELLANEOUS
A. Relationship of the Parties.

1. This Agreement does not create a partnership or joint venture, employer/employee or agency relationship between H4H and Provider. The Parties' relationship is that of licensor/licensee in connection with the Property, and independent contractors in respect of the Services. Nothing herein conveys to Provider any leasehold or other rights in the buildings in which the assigned space is located, other than a contractual right to use and occupy the Assigned Space and Shared Space, as permitted herein.

2. Each Party is liable for the acts and omissions of its respective Representatives in the same capacity as such Party is for its own acts and omissions and nothing herein shall create an employer/employee relationship between a Party and any Representative of the other Party.

3. Neither Party has authority to act on behalf of the other Party, and no Party shall act or speak publicly on behalf of the other Party at any time; however, either Party may publicly acknowledge its working relationship with the other Party and may speak generally about the Services being performed by Provider under this Agreement.

For any media contact regarding Provider, Provider's executive director or his/her designee must be contacted before media access is approved or allowed. Provider shall obtain the written consent of the H4H President and CEO or Director of External Relations prior to allowing any media onto the Property, and Provider shall follow the H4H protocols for media contact, to include completion of the H4H media release form.

4. Neither Party will, directly or indirectly, pay any commission, fee, or rebate, or otherwise provide any gift or entertainment of significant value to or on behalf of, an employee, officer, director or other Representative of the other Party.

B. Third Party Beneficiaries. There are no other third party beneficiaries of this Agreement.

C. Amendments and Waivers. No amendment of this Agreement will be effective unless made in writing and signed by the duly authorized representatives of both Parties, and no course of dealing shall amend this Agreement.

D. Assignments. H4H may assign this Agreement to the City or any to successor of H4H providing services to persons experiencing homelessness at the Campus or Property, and, upon any such assignment, H4H shall be relieved of all un-accrued Liabilities and obligations hereunder to the extent of the interest so assigned. All provisions of this Agreement shall extend to, bind and inure to the benefit of, the Parties and their respective successors and permitted assigns. This Agreement does not constitute an assignment, transfer or pledge of any of H4H's obligations or rights under the City Lease Agreement.

E. Severability. If a provision of this Agreement is unenforceable under applicable law and such unenforceability does not destroy the basis of the bargain between the Parties as contained herein, that provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect; however, the Parties shall use reasonable efforts to promptly agree upon a substitute provision that places them in the same relative economic positions as the unenforceable provision.

F. Interpretation; Priority. The following rules of construction will govern: (1) "days," "months," and "years" will mean calendar days, months and years unless otherwise indicated; (2) "including" does not limit the preceding word or phrase; (3) headings do not affect interpretation; (4) "hereof," "herein," and "hereunder" and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement, and (5) references to laws, regulations or other Legal Requirements and to any instruments or agreements, include amendments and replacements thereof, and references to any person or Party includes the successors and permitted assigns thereof. **IF THERE IS A CONFLICT OR INCONSISTENCY BETWEEN ANY EXHIBIT AND THE BODY OF THIS AGREEMENT, THE EXHIBIT SHALL CONTROL. IF THERE IS A CONFLICT OR INCONSISTENCY BETWEEN EXHIBIT 1 AND EXHIBIT 4, EXHIBIT 1 SHALL CONTROL.**

G. Entire Agreement; Supersession of Prior Agreements. This Agreement represents the entire agreement of the Parties concerning the subject matter, and as of the Effective Date, supersedes all prior and contemporaneous agreements and understandings regarding same other than the HIPAA Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts (including facsimile or portable document/"pdf" counterparts), each of which will be deemed an original and part of the same document.

IN WITNESS HEREOF, each Party has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

HAVEN FOR HOPE OF BEXAR COUNTY	**PROVIDER: CITY OF SAN ANTONIO, DEPARTMENT OF HUMAN SERVICES**
By: _____	By: _____
Name: _____	Name: Melody Woosley
Title: _____	Title: Director, Department of Human Services

EXHIBIT 1
To Collaboration and Space Use Agreement
Between H4H and the City of San Antonio Veterans Services

Description of Services and Related Requirements; Provider's Primary Point of Contact

I. Description of Services.

Provider assists in the coordination of services with organizations that provide direct services and benefits to veterans and their families in the greater San Antonio area and provides informational briefing and training to service providers.

Schedule (frequency, times).

Monday	7:30 A.M. – 4:30 P.M.
Tuesday	7:30 A.M. – 4:30 P.M.
Wednesday	7:30 A.M. – 4:30 P.M.
Thursday	7:30 A.M. – 4:30 P.M.
Friday	7:30 A.M. – 4:30 P.M.
Saturday	Closed
Sunday	Closed

Attendees.

Veterans at the Transformational Campus and the Courtyard.

Total FTEs per Month Providing Services. One

II. Primary Contact.

Homeless Veteran Services, Department of Human Services
Attn: Marc Wonder
Service Management Coordinator
Building 3, Office 3.713, 1 Haven for Hope Way
San Antonio, TX 78207
Phone: (210) 220-2389
Email: marc.wonder@sanantonio.gov

EXHIBIT 2
To Collaboration and Space Use Agreement
Between H4H and the City of San Antonio Veterans Services

Assigned Space; Parking

I. Assigned Space. The Assigned Space consists of TC 700 West Office 3.713.

II. Parking. Provider's Representatives will park only in the Green Parking Lot.

EXHIBIT 3
To Collaboration and Space Use Agreement
Between H4H and City the of San Antonio Veterans Services

CAM Charges

Office CAM Charges:
$100 One time initial Charge per Office/Cube N/A
$100 Monthly Charge per Office- N/A
$80 Monthly Charge Workstation – N/A

Items Not Included in CAM Charge (subject to additional fees as indicated below): N/A

Internet Data:	$100/month (In addition, Provider will pay a one-time charge of $100 for each new data port connection)
Telephone Use:	$25/month. In addition, Provider will pay H4H for actual long distance usage in excess of $5/month.
H4H Printer/Copier:	Provider will pay for use of H4H printer/copiers in excess of $20/month, billed at $0.06 per black & white page copied or printed, and $0.12 per color page copied or printed.

Charges for use of other facilities and rooms: N/A

Charge for above average use of Conference Rooms, Board Room and Training Rooms on a per use basis. Each TC partner tenant is allotted the use of the conference rooms/board room/or training rooms for four hours in a one month period at no charge. (Meetings with Members, H4H staff or Campus classes taught during the month are not included toward the partner count.) Additional use of the conference rooms or training rooms will be at $25 per hour. Use of the board room (without kitchen facility), Dining Hall or Chapel will be $50 per hour. The use of the preparatory kitchen for the board room will include a clean-up charge of $75 in addition to the board room charge.

Other Charges:
$15 Charge per replacement badge/ID
Damage done to the office or its content will be billed back to the organization.

Deaflink. If Provider will be using the Deaflink Video Relay System ("VRS"), and does not have a separate contract and fee arrangement with Deaflink, then Provider will be responsible for providing Haven's controller with a record of such use to include the date and time of each use, and will be responsible for all associated fees. An accounting of use must be sent via email to Jackie.bush@havenforhope.org by the last day of each month detailing that month's use. Payment will be due within 5 business days of receiving an invoice.

COST OF LICENSE FOR ASSIGNED SPACE: $1 per year

This Exhibit 3 is AGREED AND ACCEPTED EFFECTIVE AS OF THE ____ DAY OF _____.

Haven for Hope of Bexar County

By: _____
Name: _____
Title: _____

Provider: City of San Antonio Services, Department of Human Services

By: _____
Name:Melody Woosley
Title:Director, Department of Human Services

EXHIBIT 4
To Collaboration and Space Use Agreement

General Requirements for Use of Assigned Space & Shared Space

1. **Condition of Assigned Space/Shared Space**. Provider must maintain the Assigned Space, including floors, walls, ceilings, furniture, fixtures and equipment, in as good a condition as on the date when first made available to Provider, reasonable wear and tear excepted. Provider shall not remove any furniture, fixtures, or equipment (other than furniture and equipment owned by Provider) from the Assigned Space or Shared Space, nor commit or allow its Representatives to commit, any damage, destruction or waste of the Campus or other act that might result in cancellation of any insurance policies maintained by H4H with respect to the Campus. Provider must obtain H4H's written permission prior to adding or replacing any furniture, fixtures, and equipment within the Assigned Space or Shared Space, to ensure the same match H4H's building standards. Provider shall not make any alterations, additions or improvements to the Campus whatsoever.

2. **Cleanliness; Waste & Hazardous Materials**. Provider shall assist H4H in maintaining the Campus (including sidewalks, entrances, curbs and parking lots) in a safe, orderly, and clean condition, and keeping it free from waste, nuisances, and obstructions. Provider will maintain cleanliness and appearance of the Assigned Space and Shared Space, and place garbage and recycling (other than Excluded Waste) in appropriate containers and according to the schedule, provided by H4H. H4H shall determine the adequacy of such cleanliness and appearance in its sole discretion. Provider is solely responsible for confidential paper handling/disposal. No Excluded Waste shall be deposited in H4H garbage or recycling containers, and Provider shall not generate, store, dispose or otherwise handle Hazardous Materials on Campus. "**Excluded Waste**" means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes, or radioactive wastes, each as defined by applicable Legal Requirements. **Hazardous Materials**" means flammables, explosives, radioactive materials, hazardous waste, toxic substances or related materials, as defined by Legal Requirements.

3. **Use of Shared Space**. Provider shall use the Shared Space cooperatively with other users of the space, and as necessary, will schedule any times that Provider desires exclusive use of any Shared Space in accordance with H4H Policies and with the scheduling coordinator designated by H4H. Provider and its Representatives shall be considerate of other users of the Shared Space.

4. **Liens, Claims and Encumbrances**. Provider shall pay for, when due, all labor, materials and services furnished to Provider or any contractor engaged by Provider, in connection with this Agreement,

5. **Hours of Operation.** Unless otherwise specified herein or agreed by the Parties in writing, Provider's offices at the Campus shall be open, and Provider shall provide Services at all times during, H4H's normal operating hours.

6. **Initial and Annual Background Checks; Access Control; Badges.**

a. Background Checks for Provider's Staff & Contractors. All Provider staff and contractors who will be present at the Campus must be properly vetted by Provider and subjected to and satisfy, criminal background checks in accordance with H4H Policies. Prior to allowing each Provider staff and contractor access to the Campus, Provider must notify the H4H Life Safety Department of the name of the person and certify in writing to H4H that the person meets all requirements for admission to the Campus (including that the person is not a convicted sexual offender). Provider must also notify its volunteers, guests and employees of this process, by providing them the H4H Guest and Volunteer Information Letter, or ensure that its Representatives are aware of these procedures. At least every twenty-four (24) months, Provider shall conduct criminal background re-checks for each of Provider's staff and contractors with access to the Campus, and shall notify the H4H Life Safety Department in writing that all such persons continue to meet all requirements for admission to the Campus. If Provider fails to comply with this provision, H4H may conduct such background checks at Provider's expense.

b. Background Checks for Provider's Regular Volunteers. All Provider volunteers, including all

members of a volunteer group, who will be (or are expected to be) present at the Campus more than two (2) times in a 12-month period ("**Regular Volunteers**") must submit an application to H4H and be properly vetted by H4H and subjected to and satisfy, criminal background checks in accordance with H4H Policies. Prior to allowing each Provider volunteer access to the Campus, Provider must notify the H4H Volunteer Services Department of the name of the person and direct such person to the H4H volunteer Services Center to complete a volunteer application. H4H will conduct criminal background checks and confirm to Provider whether or not such person is eligible for admission to the Campus. H4H will conduct periodic criminal background re-checks of Provider's volunteers with access to the Campus at least once every 24 months, and will notify Provider in writing if any such persons do not continue to meet requirements for admission to the Campus. H4H will collect a nominal fee from each Regular Volunteer for the criminal background check and re-checks (or alternatively, Provider may pay H4H for such fees).

c. Guest Volunteers and Guest Visitors. Provider's individual volunteers (including those who are part of a group) who visit the Campus two (2) or fewer times in a 12-month period (each, a "**Guest Volunteer**"), and Provider's visitors (including those who are part of a group) who visit Campus two (2) or fewer times in a 12-month period (each, a "**Guest Visitor**"), do not require a criminal background check or Permanent ID Badge, and may be admitted to Campus so long as they are not convicted sexual offenders. Each Guest Volunteer and Guest Visitor must check-in at the H4H Volunteer Center or H4H Security Office upon entry to the Campus; provide a state issued photo-ID which will be scanned against sex offender registries; sign the H4H-provided release form; pass through a metal detector, and wear the issued temporary nametag at all times while on Campus. For groups of Guest Volunteers, at least one person acting as leader of the group must be vetted by the Provider and assigned an ID badge in accordance with 6(a) and (f) and must remain with the group at all times while on Campus. The requirements of this 6(c) may be waived with approval of Provider's Executive Director or other senior management and the H4H Director of Security.

d. Convicted Sexual Offenders. Provider shall notify the H4H Life Safety Department upon becoming aware that any Provider Representative has been convicted of a sexual offense in any jurisdiction, and such person's access to the Campus (other than the Courtyard) shall be suspended immediately.

e. Groups. Provider must notify the H4H Life Safety Department at least 48 hours before a group of Guest Volunteers or Guest Visitors arrives at the Campus. A "group" means 5 or more people.

f. Access Control. Except as expressly provided elsewhere in this Agreement or agreed in writing by the Parties, access to the Campus and building(s) in which Assigned Space is located, will be managed solely by H4H; however, Provider will be given keys to the Assigned Space, which must be returned upon termination of this Agreement. If any key to the Assigned Space is lost or stolen, Provider will immediately notify the H4H Life Safety Department and be responsible for costs of replacing lost keys and/or changing locks. Provider understands that all clients and guests entering the Transformation Center building must sign in at the front desk before being escorted to the back area. Provider agrees and understands that, under H4H policy, residents of the H4H Courtyard are not permitted to enter the Transformational Campus for any reason, and Provider and Provider's Representatives will not at any time escort or facilitate entry to the Transformational Campus by any Courtyard resident. If Provider serves Courtyard residents under this Agreement, such services must be provided either in the Courtyard (in a space designated by H4H) or at Provider's off-campus location (if applicable).

g. Badges. Provider will comply with all H4H Policies, in order to receive and/or retain identification badges ("**ID Badges**") for Provider's Representatives (except Guest Volunteers and Guest Visitors) who will be permitted access to the Campus. Provider will obtain Badges from the H4H Life Safety Department, which will be issued in accordance with H4H's then-current procedures. Provider shall ensure that its Representatives wear and display ID Badges in open view at all times when on the Campus, and do not allow any other persons to use their ID Badges. If any of Providers Representatives, Guests or Visitors are seen on campus without a badge, H4H reserves the right to approach, stop and direct such persons to H4H Life Safety to obtain the proper credentials If any Provider Representative's ID Badge is lost or stolen, or a person ceases to be a Provider Representative, Provider shall immediately notify the H4H Life Safety Department of such loss or cessation (such notification to be no later than four (4) hours after Provider becomes aware of the loss/cessation), in order that H4H may deactivate the ID Badge. Provider shall pay the cost of any necessary replacement ID Badges. When a person ceases to be a Provider Representative, Provider shall return his/her ID badge to the H4H Life Safety Department.

h. Training. Provider agrees that all Provider Representatives shall complete H4H campus orientation training and any other training reasonably required by H4H from time to time, including regarding safety, security, emergency procedures, and information privacy.

i. Failure to Comply. Provider acknowledges that security is of utmost importance on the H4H Campus, particularly on the Transformational Campus where children are present. Provider's failure to comply with this Paragraph 6 shall be deemed to be a breach of the Agreement, for which H4H may, in its discretion, immediately terminate or suspend the Agreement.

7. **Removal of Persons**. H4H may remove (with or without notice to Provider) any Provider Representative from, and prevent entry or re-entry of such person onto, the Campus, if H4H determines, in its sole discretion, that such action is warranted. H4H, in its sole discretion, shall determine which persons are permitted on the Campus at all times.

8. **Access by H4H and City**. H4H, the City and their respective Representatives shall have the right to enter the Assigned Space with notice reasonable under the circumstances: (1) to inspect the premises; (2) to determine whether Provider is in compliance with its obligations hereunder; (3) for Campus tours, and (4) for any other purpose deemed reasonable by H4H or the City. H4H may enter the Shared Space at any time, and may enter the Assigned Space without notice for purposes of routine and non-routine maintenance and repairs and in emergencies involving imminent threat of harm to persons or property. Such entries and inspections shall be subject to applicable Legal Requirements and will not unreasonably interfere with the provision of Services.

9. **Notice of Damage, Destruction, Etc**. Provider shall notify H4H as soon as reasonably possible, but no later than 48 hours upon becoming aware of, any damage, loss, destruction, disrepair, or other condition on the Campus, the Assigned Space or Shared Space that constitutes a hazard or potential hazard to persons or a violation of any Legal Requirement.

10. **Loss of Use**. If the Assigned Space is damaged or destroyed by causes other than due to Provider or its Representatives, such that Provider cannot reasonably provide Services in accordance with this Agreement, Provider shall have the right, as its exclusive remedy, to terminate this Agreement. In such event, H4H and the City have no obligation to restore or repair the Assigned Space or to compensate Provider for such loss of use.

11. **Parking; Towing.** If the Assigned Space includes parking, Provider shall cause its Representatives to park only in the parking spaces/areas designated on Exhibit 2. Provider shall not use more parking spaces than are designated on Exhibit 2, nor allow its Representatives to park in any areas that are not designated as permitted parking spaces/areas on Exhibit 2. If Provider's Representatives require additional parking, Provider must arrange, at its expense, for off-Campus parking. Provider must inform its Representatives that vehicles illegally parked on the H4H Campus are subject to towing at the owner's expense.

12. **Emergency Aid Equipment**. Emergency aid equipment (e.g., first aid kits, oxygen tanks, and defibrillators) is located throughout the Campus at locations specified in the Evacuation Plan. Provider shall cause its Representatives to locate and become familiar with the Evacuation Plan. Emergency aid equipment shall not be removed except for immediate use in response to an emergency, and shall be promptly returned to the designated location upon conclusion of the emergency. Provider shall immediately submit a report of the equipment used or consumed during an emergency (including the use of oxygen or a defibrillator) to the H4H Life Safety Department so that the equipment may be resupplied and/or evaluated to ensure its fitness for future use.

13. **Naming Rights; Signage**. As between the Parties, H4H has exclusive indoor and outdoor naming rights to the Campus. Provider shall not install any signs, placards or other advertising or identifying marks on the Campus or Assigned Space (interior or exterior) without the prior written consent of H4H (in its sole discretion). Upon expiration of this Agreement, Provider shall remove promptly and to H4H's satisfaction (at Provider's cost and expense), any and all such signs, placards or other advertising or identifying marks that H4H has allowed.

Contract #

CITY OF SAN ANTONIO CONTRACT
WITH
SAN ANTONIO DANCE UMBRELLA

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____, dated _____, and San Antonio Dance Umbrella (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for senior services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of **$37,700.00** for a project entitled **"Senior Dance Program"** (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30,2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$37,700.00.**

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$ 37,700.00 General Fund, specifically the Senior General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and

expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day"

shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the

Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff

and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website:
http:// harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in **Attachment VI**, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.**]** Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made

available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor’s Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor’s board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "***San Antonio Dance Umbrella – Senior Dance Program***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. 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
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall

be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

[THIS SECTION INTENTIONALLY LEFT BLANK]

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that:

(A) Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

Contractor further agrees to provide reasonable accommodations in all classes and activities to allow participation of persons with disabilities or special needs.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price

subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance

upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding~~s~~ against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
Executive Director
San Antonio Dance Umbrella
1343 W. Lullwood Ave.
San Antonio, Texas 78201

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.1.1 Contractor acknowledges that the City has identified this Contract as high profile.

33.2 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:	**CONTRACTOR:**
	San Antonio Dance Umbrella
Melody Woosley, Director Department of Human Services	Amy McDowell, Executive Director
Date	Date

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENTS

Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – N/A
Attachment VI – HIPAA Business Associate Agreement, if applicable

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * **FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and Family Service Association of San Antonio, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for child abuse prevention services to pregnant and new parenting mothers; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $130,000.00 for a project entitled "Child Abuse Prevention Services in District 5" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of $130,000.00.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$130,000.00 General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Intentionally omitted.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy

of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation

proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of

Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor

shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the

same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Child Abuse Prevention Services in District 5" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A) Title 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; (Title 20 USC sections 1681-1688)

(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright

with City funds. It is understood that the terms, “equipment” and “property”, as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor’s name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor’s employees shall be reimbursed at a rate no more liberal than the City’s policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver’s License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver’s license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) Intentionally omitted; or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
President/CEO
Family Service Association of San Antonio, Inc.
702 San Pedro
San Antonio, Texas 78212

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract

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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

[Remainder of page intentionally left blank]

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

Melody Woosley, Director
Department of Human Services

Date

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.

Nancy Hard, President/CEO

Date

Board President (if required by Agency)

ATTACHMENTS
Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – N/A
Attachment VI - HIPAA Business Associate Agreement

Contract #_____

PROFESSIONAL SERVICES CONTRACT
WITH
SOUTH ALAMO REGIONAL ALLIANCE FOR THE HOMELESS (SARAH)

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (hereinafter referred to as **"**CITY**"**), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-0652, dated September 14, 2017, and **South Alamo Regional Alliance for the Homeless (SARAH)** (hereinafter referred to as **"**CONSULTANT**"**), both of which may be collectively referred to as the "Parties."

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

I. TERM

1.1 This CONTRACT shall commence on October 1, 2017 and shall terminate on September 30, 2018 unless earlier termination shall occur pursuant to any provision hereof.

II. SCOPE OF SERVICES

2.1 The CONSULTANT agrees to provide all services in compliance with the Statement of Work and Budget attached hereto as Attachment "A" in a manner satisfactory to the Director of the Department of Human Services (hereinafter referred to as "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 this CONTRACT, CITY agrees to pay CONSULTANT an amount not to exceed $125,000.00 as total compensation, to be paid to CONSULTANT in accordance with the Budget details set forth in the Statement of Work and Budget after determination by the Director of the Department of Human Services that the CONSULTANT has satisfactorily performed the services set forth in the attached Statement of Work.

3.2 If specific circumstances require an advance payment on this CONTRACT, CONSULTANT must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the CITY. CONSULTANT agrees that the CITY shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in the Director's sole discretion, approve an advance payment on this CONTRACT. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. The City may, in its sole discretion, either deduct from future payments amounts necessary to offset the amount advanced based upon the number of months remaining in the CONTRACT term, or from a single subsequent payment the full amount previously advanced to CONSULTANT. The City may consider factors such as projected allowable costs and other indicators such as CONSULTANT's financial stability. CONSULTANT shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

3.3 Beginning quarterly after the execution date of the CONTRACT, CONSULTANT shall submit an invoice for the preceding quarter to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

3.4 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.

3.5 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents and any other unfinished 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.

3.6 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.

3.7 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 and shall be deemed to be 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 records, data, finished or unfinished documents, writings, reports, charts, schedules, or information 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 if requested by the CITY.

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 reserves the right to 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 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.

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.

9.4 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, CONSULTANT, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the CONTRACT. City hereby relies on CONSULTANT'S verification. If found to be false, City may terminate this CONTRACT for material breach.

X. CONFLICT OF INTEREST

10.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

10.2 Pursuant to the subsection above, CONSULTANT warrants and certifies, and 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. CONSULTANT further warrants and certifies that it has tendered to the CITY a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. INSURANCE

11.1 Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CITY's Department of Human Services, which shall be clearly labeled "Consulting Services- U.S. Housing and Urban Development TX-500

San Antonio/Bexar County Homeless Continuum of Care FY 2017-2018 Notice of Funding Availability (NOFA) Application Administration and Coordination" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 whereby 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 to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal / Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability (Claims Made Basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional services	$100,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

11.4 CONSULTANT agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of CONSULTANT herein, and provide a certificate of insurance and endorsement that names the CONSULTANT and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of CONSULTANT. CONSULTANT shall provide the 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 CONTRACT. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the CONTRACT for all purposes.

11.5 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 required endorsements. CONSULTANT shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within 10 days. CONSULTANT shall pay any costs incurred resulting from provision of said documents.

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

11.6 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, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.
- Provide advance written notice directly to CITY of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

11.7 Within five (5) calendar 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.

11.8 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 hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

11.9 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.

11.10 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.

11.11 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.

11.12 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. NON-DISCRIMINATION

13.1 As a condition of entering into this CONTRACT, CONSULTANT represents and warrants that it will not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall 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	**CONSULTANT**
City of San Antonio	Executive Director
Attn: Director	South Alamo Regional Alliance for the Homeless
Department of Human Services	(SARAH)
106 St. Mary's Street, 7th Floor	1 Haven for Hope Way
San Antonio, Texas 78205	San Antonio, Texas 78207

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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. SEVERABILITY

22.1 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.

XXIII. ENTIRE AGREEMENT

23.1 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.

This CONTRACT has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY	**CONSULTANT**
City of San Antonio, Texas	**South Alamo Regional Alliance for the Homeless (SARAH)**
Melody Woosley, Director Department of Human Services	Bill Hubbard, Executive Director
Date	Date

APPROVED AS TO FORM:

_____

Assistant City Attorney

Attachment A – Statement of Work and Budget
Attachment B – General Information Form

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH** Project QUEST, Inc.

CITY OF SAN ANTONIO *

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Economic Development pursuant to Ordinance No. _____, dated _____, and the Project QUEST, Inc., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Economic Development Department is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for Workforce Development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $2,300,000 for a project entitled "Project QUEST" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$2,300,000**.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

X General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget.

Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants

Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department

to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

6.9 Contractor shall supply any and all data required by City for use with the Viridis platform, a pilot program which will track individuals through their learning experience, validate any and all applicable skills or proficiencies and may match individuals to internships, apprenticeships, continuing and supplemental education, and/or jobs. The Viridis platform will also track post-employment data. Contractor will cooperate fully with the utilization of this pilot program.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor’s Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor’s board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Project QUEST" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification

may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or

property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation,

industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City's hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The

question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Economic Development Department. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Rene Dominguez, Director
Economic Development Department
100 W. Houston Street, Suite 1900
San Antonio, Texas 78205

Contractor:

David Zammiello, Executive Director
Project QUEST, Inc.
515 SW 24th Street, Suite #201
San Antonio, Texas 78207

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of

the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:	**CONTRACTOR:**
	Project QUEST, Inc.
Rene Dominguez, Director Economic Development Department	David Zammiello, Executive Director
Date	
APPROVED AS TO FORM:	
Assistant City Attorney	Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * Project QUEST, Inc.

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Economic Development Department pursuant to Ordinance No. _____, dated _____, and Project QUEST, Inc., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Economic Development Department is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for Workforce Development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $200,000 for a project entitled "Open Cloud Academy" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$200,000**.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

X General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to

Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department

may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line

item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

6.9 Contractor shall supply any and all data required by City for use with the Viridis platform, a pilot program which will track individuals through their learning experience, validate any and all applicable skills or proficiencies and may match individuals to internships, apprenticeships, continuing and supplemental education, and/or jobs. The Viridis platform will also track post-employment data. Contractor will cooperate fully with the utilization of this pilot program.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor’s Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor’s board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Open Cloud Academy" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the

violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this

Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the

thirtieth (30th) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name

and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported

through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Economic Development Department. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property

having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Rene Dominguez, Director
Economic Development Department
100 West Houston Street, Suite 1900
San Antonio, Texas 78205

Contractor:

David Zammiello, Executive Director
Project QUEST, Inc.
515 SW 24th Street, Suite #201
San Antonio, Texas 78207

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do

business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:

Rene Dominguez, Director
Economic Development Department

Date

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

Project QUEST, Inc.

David Zammiello, Executive Director

Date

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report

STATE OF TEXAS	**§**	**AGREEMENTS TO USE FUNDS OF**
	§	
COUNTY OF BEXAR	**§**	**THE CITY OF SAN ANTONIO**

This Agreement ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2017-09-__-,____ dated September _____, 2017 and San Antonio for Growth on the Eastside, Inc. ("SAGE"), a Texas non-profit corporation; collectively, the "Parties".

WHEREAS, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of SAGE to serve historically underutilized areas of the City; and

WHEREAS, in furtherance of these efforts, the Council expressed support for SAGE in its efforts to form a business assistance and community revitalization program for economic development purposes (the "Program"); and

WHEREAS, CITY has provided certain funds from its Inner City Incentive Fund (the "ICIF") and General Fund for use by SAGE as a one-time allocation from the CITY's adopted budget; and

WHEREAS, CITY designates its Center City Development and Operations, acting for its City Manager, responsible for the evaluation and monitoring of this AGREEMENT (hereinafter referred to as "CCDO"). The Department of Finance and other City departments will function in a supporting role; and

WHEREAS, CITY now wishes to engage SAGE in meeting such objectives and following such procedures as described in this AGREEMENT and in ATTACHMENT I of this Contract pursuant to the Program; **NOW THEREFORE:**

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

I. GENERAL PROVISIONS

1. SAGE is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.

2. SAGE, in furtherance of its mission, grants to small, diverse businesses that are unable to obtain full or partial financing through standard banking institutions.

3. SAGE agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

4. SAGE represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

5. The signer of this AGREEMENT for SAGE represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of SAGE and to bind SAGE to all terms, performances and provisions herein contained.

6. In the event that a dispute arises as to the legal authority of either SAGE, or the person signing on behalf of SAGE, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, SAGE shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

7. SAGE understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's ICIF fund and General fund and SAGE will, therefore, comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

8. SAGE and CITY agree that SAGE is an independent contractor, that SAGE shall be responsible to all Parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

9. SAGE understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this AGREEMENT, any and all unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.

10. SAGE understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, SAGE agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that SAGE does not agree to any changes, SAGE shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. SAGE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

11. SAGE understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in the ICIF fund and/or General Fund expenditures, agreements funded by CITY's ICIF fund and/or General Fund, including

this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide SAGE with as much advance notice of a potential funding reduction as is possible to allow SAGE to make budget adjustments.

12. In no event shall CITY be liable for any expense of SAGE not eligible or allowable hereunder.

13. Should SAGE fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director of the City's CCDO, or if SAGE should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to SAGE of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

    A. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude CITY's termination right for successive breach of the same condition.

    B. Notwithstanding the above, SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

    C. In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that SAGE's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for SAGE to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

14. Should this AGREEMENT be terminated by either Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT as determined solely by CITY after consultation with SAGE, SAGE shall refund unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.

15. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2017 and shall terminate on September 30, 2018. This AGREEMENT may be renewed annually, for up to two (2) years, subject to appropriation of funds by City Council.

16. SAGE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. CITY shall review, and SAGE shall allow review of, SAGE's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

17. SAGE warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of SAGE or CITY.

18. SAGE may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by CITY's CCDO.

19. SAGE is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and ATTACHMENT I and has contributed to the cause of realizing such objectives.

20. SAGE acknowledges that this AGREEMENT cannot be assigned without the express written consent of CITY's CCDO.

21. SAGE shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the CITY's CCDO.

II. SCOPE OF SERVICES

SAGE shall utilize up to three hundred fifty-eight thousand six hundred sixty-eight dollars and no cents ($358,668.00) provided by CITY to SAGE for the funding or partial funding of SAGE in performing its mission on behalf of the CITY, to be used by SAGE in conformance with the approved budget in ATTACHMENT II. The aforementioned funds shall be paid as follows:

1. SAGE shall utilize up to one hundred thousand dollars and no cents ($100,000.00) provided by CITY from its ICIF fund for the funding or partial funding of SAGE toward its Business Assistance and Community Investment Program, in compliance with ATTACHMENT I. All funds utilized shall be in compliance with the CITY's ICIF fund Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly passed ordinance by the City Council of the City of San Antonio authorizing the execution of, and following the execution of, this AGREEMENT.

2. SAGE shall utilize up to two hundred fifty-eight thousand six hundred sixty-eight dollars and no cents ($258,668.00) provided by CITY from its General Fund for the funding or partial funding of SAGE for any economic development purpose. All funds utilized shall be in compliance with the CITY'S EDIF Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly adopted ordinance by the City Council of the City of San Antonio authorizing the execution of, and following the execution of, this AGREEMENT.

3. SAGE shall also fulfill the following requirements:

    a. SAGE shall provide CITY's CCDO with proper documentation verifying receipt

of year 2017 and 2018 funding commitments from all other specified sources for SAGE, if any.

b. SAGE shall provide CITY's CCDO quarterly budget reports outlining contributions and expenditures (to include all sources of funding).

c. SAGE shall submit all required and requested documents to CITY's CCDO for proper review of SAGE expenditures and activities. Any requests for Fiscal Year 2019 funding must be submitted to CITY's CCDO by June 1, 2018.

4. The CITY's CCDO is assigned monitoring responsibility for this AGREEMENT. SAGE will provide City's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of SAGE's books, records and files on the objectives covered by this AGREEMENT. SAGE understands that CITY may require any and all books, records and files of SAGE necessary to ensure SAGE's compliance and use of generally accepted governmental accounting principles.

   a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of SAGE begins during the course of this five-year period, then SAGE is required to maintain said records until such time as the audit or investigation is completely finished.

   b. SAGE agrees that during the term of this AGREEMENT, any duly authorized representative of CITY's CCDO shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

   c. The submission of falsified information or the failure to timely submit all information by SAGE as requested by CITY is grounds for termination of this AGREEMENT.

5. SAGE agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. SAGE will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their positions 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.

6. SAGE agrees to establish internal procedures that ensure that employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

   a. Such grievance policy shall include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

b. In the event no complaint and grievance policy has been established, SAGE shall follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. SAGE will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds under this AGREEMENT to assure separation of funds, unless otherwise approved by the CITY's CCDO.

3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the Director of CCDO.

4. **To the extent allowed by law, SAGE covenants and agrees to FULLY INDEMNIFY 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 SAGE'S activities under this Agreement, including any acts or omissions of SAGE, any agent, officer, director, representative, employee, consultant or subcontractor of SAGE, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT SAGE 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.**

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SAGE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SAGE that is known to SAGE, related to or arising out of SAGE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SAGE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SAGE of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by SAGE to CITY.

6. SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

7. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, SAGE will immediately refund such amount to CITY. SAGE further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The CITY's CCDO has the express authority to deduct such claims from subsequent reimbursements.

8. Audit Conditions and Requirements:

    a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following 30 days after a written request by City, SAGE shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

    b. It is imperative any auditor performing an audit of SAGE read the entire AGREEMENT, including all attachments, between the CITY and SAGE, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

    c. All CITY-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both SAGE and subcontractors related to this AGREEMENT.

    d. If SAGE expends $50,000.00 or more in General Fund dollars during the term of this AGREEMENT, then SAGE shall furnish the CITY'S CCDO and other City Departments designated by the CCDO with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of SAGE's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from SAGE stating whether or not the terms and conditions of the AGREEMENT were met. If the CITY determines, in its sole discretion, that SAGE is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to

conduct the required audit and to have SAGE pay for such audit. In addition, when SAGE has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

9. SAGE understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this AGREEMENT, SAGE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's CCDO, which shall be clearly labeled "San Antonio for Growth on the Eastside Agreement To Use Funds" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate and endorsements have been received and approved by the City's CCDO. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The CITY reserves the right to review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT. In no instance will CITY allow modification whereby CITY may incur increased risk.

3. SAGE's financial integrity is of interest to the CITY; therefore, subject to SAGE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, SAGE shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at SAGE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent contractors	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Products/Completed Operations Personal Injury Contractual Liability Damage to property rented by you.	$100,000
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

4. SAGE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of SAGE herein, and provide a certificate of insurance and endorsement that names the SAGE and the CITY as additional insureds. SAGE shall provide the 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 AGREEMENT for all purposes.

5. 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). SAGE 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. SAGE shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Center City Development and Operations
P.O. Box 839966
San Antonio, Texas 78283-3966

6. SAGE 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 insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

8. In addition to any other remedies the CITY may have upon SAGE'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 SAGE to stop work hereunder, and/or withhold any payment(s) which become due to SAGE hereunder until SAGE demonstrates compliance with the requirements hereof.

9. Nothing herein contained shall be construed as limiting in any way the extent to which SAGE may he held responsible for payments of damages to persons or property resulting from SAGE's or its subcontractors' performance of the work covered under this AGREEMENT.

10. It is agreed that SAGE's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this AGREEMENT.

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

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

V. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION POLICY

1. SAGE agrees to post in a conspicuous place available to employees and applicants for employment funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

2. SAGE will, in all solicitations or advertisements for employees placed by or on behalf of SAGE, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation.

3. Non-Discrimination. As a party to this AGREEMENT, SAGE 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.

4. SAGE agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. SAGE will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

5. In the event of SAGE's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and SAGE may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. SAGE further represents and warrants that:

   a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements heretofore or hereafter provided to CTIY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of SAGE on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of SAGE;

c. No litigation or proceedings are presently pending or threatened against SAGE or, if pending, have been disclosed by SAGE in writing to CITY;

d. None of the provisions contained herein contravene or in any way conflict with the authority under which SAGE is doing business, or with the provisions of any existing indenture or agreement of SAGE;

e. SAGE has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

f. None of the assets of SAGE are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by SAGE to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. SAGE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2. During the term of this AGREEMENT, if SAGE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that SAGE has violated this Article.

3. SAGE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by SAGE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VIII. CHANGES AND AMENDMENTS

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof not involving the funding provided by City of SAGE under this Agreement shall be by administrative amendment in writing executed by the City Manager or her designee and SAGE. Any alterations, additions or deletions to the terms of this Agreement involving funding provided by the City to SAGE must be approved by City Council pursuant to a duly adopted ordinance.

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.

IX. SEVERABILITY OF PROVISIONS

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 Par-ties 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 this 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.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY 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 any 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.

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

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All SAGE invoices for eligible expenditures pursuant to this AGREEMENT must be submitted to City's CCDO by SAGE no later than ninety (90) days after SAGE incurs the expense.

2. SAGE understands and agrees that SAGE is required to refund money, pursuant to SO(R) HB 1196, that SAGE has received from CITY through this Agreement, in the event of SAGE's conviction of knowingly employing an undocumented worker, with repayment

required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

XIII. NOTICE

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Director
Center City Development & Operations
P.O. Box 839966
San Antonio, Texas 78283-3966

SAGE:

Executive Director
San Antonio for Growth on
the Eastside
220 Chestnut
San Antonio, Texas 78202

and

City Attorney's Office
100 South Flores
San Antonio, Texas 78205

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

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 for herein.

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

XVII. TEXAS LAW TO APPLY

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.

XVIII. CAPTIONS

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.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____ 2017.

CITY OF SAN ANTONIO	SAN ANTONIO FOR GROWTH EASTSIDE
_____	_____
Lori Houston	**Jackie L. Gorman**
Assistant City Manager	**Executive Director**

ATTACHMENT I
Business Assistance and Community Investment Program
Business Assistance and
Community Investment Program (the "Program")
Utilizing Appropriated ICIF Funds

Fiscal Agent: - SAGE will maintain a separate checking account for ICIF funds
Potential Use of Funds for Economic Development Purposes:

1. Grants to businesses/projects

Process Flow of Funds:

Grant Program -

1. SAGE will identify grant opportunities for businesses or projects in the Eastside of San Antonio.

2. Once identified, grant is proposed to:
   a. SAGE Grant Review Committee for recommendation to the SAGE Board of Directors
   b. SAGE Board of Directors for Approval
   c. If approved, grant is made to business/project under a Grant Agreement with performance measures.
   d. SAGE disburses grant to designated/contracted recipient in accordance with the terms of the Grant Agreement.

Reporting
1. SAGE will provide quarterly reports on the on the use of these funds to include:
   i. Number of Applications Received
   ii. Number of Grants Awarded
   iii. Name of Recipient Business, Description of Project and Dollar amount of Grant
   iv. Total dollar amount of grants award during the period
   v. Total dollar amount of grants awarded during the life of the fund

ATTACHMENT II

SAGE
FY2018 BUDGET

Operations (General Fund)	$258,668.00
Façade Program (General Fund - Inner City Incentives)	**$**100,000.00
TOTAL FY 2016 FUNDING	**$358,668.00**

Operations (General Fund)

Commitment Item		**FY 2018 PROPOSED**
5201040	Fees to Prof Contr.	$258,668.00
CONTRACTUAL SERVICES		**$258,668.00**

Façade Program (Inner City Incentive Fund)

Commitment Item		**FY 2018 PROPOSED**
5201040	Fees to Prof Contr.	$100,000.00
CONTRACTUAL SERVICES		**$100,000.00**

STATE OF TEXAS §
§ **FUNDING AGREEMENT**
COUNTY OF BEXAR §

This Agreement is hereby made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (referred to as "City"), acting by and through its City Manager, or designee and San Antonio for Growth on the Eastside, Inc., a Texas Non-profit Corporation (referred to as "Grantee"), acting by and through its duly authorized Chief Executive Officer, and together referred to as the "Parties."

WHEREAS, the expenditure of public funds through this Agreement serves the public purposes of providing for the basic health, safety, and welfare of San Antonio residents by funding a plan that addresses the revitalization of distressed communities into sustainable neighborhoods with improved schools, and greater human services, employment and private investment; and

WHEREAS, the Grantee advocates for, and works towards, development, growth and improved quality of life for residents, in the City of San Antonio's Eastside; and

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

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

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

I. PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions under which Grantee will implement the EastPoint Neighborhood Sustainability Plan (otherwise known as Phase II) (the "Project").

II. TERM

2.01 The term of this Agreement shall commence on October 1, 2017 and continue until September 30, 2017 unless this Agreement is terminated earlier by the City pursuant to the provisions for termination in this Agreement (the "Term").

III. DESIGNATED REPRESENTATIVES

3.01 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's Chief Executive Officer shall be Grantee's designated representative responsible for the administration and management of this Agreement.

3.02 The Director of the City's Office of EastPoint or his designee shall be responsible for the administration of this Agreement on behalf of City.

3.03 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in paragraphs numbered 3.01 and 3.02 hereinabove.

IV. RESPONSIBILITIES OF GRANTEE; SCOPE OF WORK

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

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

5.02 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Grantee, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. City hereby relies on Grantee's verification. If found to be false, City may terminate this Agreement for material breach.

VI. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

6.01 Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of $114,000.00, which the Parties have agreed will be advanced to Grantee.

6.02 City shall neither be obligated nor liable under this Agreement to any third party for payment of any monies or provision of any goods or services. All other costs beyond that which are provided as payment / reimbursement to Grantee under this Agreement are the sole responsibility of Grantee.

6.03 In those instances in which advance payments are authorized:

(A) Grantee's payments to its vendors or contractors using funds advanced by the City shall be remitted to the vendors or contractors in a prompt and timely manner so long as services have been performed by the subject vendor.

(B) The Grantee must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Grantee's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Grantee must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Grantee from the Grantee's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Grantee's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Grantee shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement Term, or from a single subsequent monthly reimbursement the full amount previously advanced to Grantee. The City may consider factors such as projected allowable costs and other indicators such as Grantee's financial stability. Grantee shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

6.04 Grantee shall account for expenses in accordance with the following procedure:

(A) Grantee shall submit applicable documentation supporting Grantee's expenditure in question to Director of the Office of EastPoint or his designee on a monthly basis. Grantee shall certify on with each monthly documentation submission that

the expenditures for which Grantee sought advancement were made in compliance with federal, state and local laws.

(B) The Director of the Office of EastPoint or his designee shall review the monthly expenditure documentation submitted by Grantee, notify Grantee of its approval or disapproval, and indicate the balance of funds advanced for which the Grantee must still account.

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

(A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or

(B) Not be supported by adequate documentation to fully justify the expenditure.

6.06 For the period described in Section 6.07, Grantee agrees to maintain readily identifiable records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this Agreement. Grantee further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) That Grantee’s record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

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

6.08 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in Section 6.05 as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) days of City’s written request therefor wherein the amount disallowed or disapproved shall be specified. Costs shall be considered allowable only if so approved in Grantee’s budget, and incurred directly and specifically in the performance of and in compliance with this Agreement and with all city, state and federal laws, regulations and ordinances affecting Grantee's operations hereunder.

VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.01 Grantee further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.

(B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder.

(C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.

(D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

VIII. ACCESSIBILITY OF RECORDS AND MONITORING

8.01 At any time and as often as City may deem reasonable and necessary, upon three (3) business days written notice, Grantee shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine and make excerpts and/or copies of same.

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

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

IX. INDEMNITY, LIMITATION OF LIABILITY

9.01 GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities

under this AGREEMENT including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.02 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

9.03 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by GRANTEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. GRANTEE 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 AGREEMENT. If GRANTEE fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and GRANTEE 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.

9.04 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of GRANTEE, 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 GRANTEE or any subcontractor under worker's compensation or other employee benefit acts.

X. INSURANCE

10.01 Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Office of EastPoint, which shall be clearly labeled "*Implementation of the EastPoint Neighborhood Sustainability Plan*" in the Description of Operations block of the Certificate. The

Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Office of EastPoint. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.02 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.03 A Grantee's financial integrity is of interest to the City; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the City, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability* (Claims made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service	$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
* if applicable	

10.04 Grantee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Grantee. Grantee shall provide the 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 Agreement for all purposes.

10.05 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Grantee shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Grantee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Office EastPoint
P.O. Box 839966
San Antonio, Texas 78283-3966

10.06 Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

XI. TERMINATION

11.01 City has the right to terminate this Agreement for non-compliance, in whole or in part, at any time before the date of completion of the Term whenever City determines that Grantee has failed to comply with any term of this Agreement. City will provide Grantee with written notification as to the nature of the non-compliance, and give Grantee a thirty (30) day period from the date of the City's written notification to cure any issue of non-compliance. Should Grantee fail to cure any default within this period of time, City may terminate this Agreement immediately by providing written notice to Grantee and withhold further payments to Grantee.

11.02 Within thirty (30) days of termination of this Agreement, Grantee shall return to the City all funds that the City finds, within its sole discretion, to be a disallowable expenditure under this Agreement. Within thirty (30) days after the expiration or termination of this Agreement, Grantee shall also turn over to the City copies of all records, documents, files and other instruments in its possession pertaining to the Grantee's performance under this Agreement, if so requested by the City.

XII. NONDISCRIMINATION

12.01 As a party to this Agreement, Grantee 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. CONFLICT OF INTEREST

13.01 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee

further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

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

13.03 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.04 Pursuant to the subsection above, Grantee warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Grantee does not cause a City employee or officer to have a prohibited financial interest in the Agreement. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. POLITICAL OR RELIGIOUS ACTIVITY

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

14.02 None of the performances rendered by Grantee under this Agreement shall involve, and no portion of the funds received by Grantee under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

XV. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

15.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended

documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee, shall, upon receipt, become the property of City.

XVI. CONTRACTING

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

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

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

XVII. CHANGES AND AMENDMENTS

17.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee.

17.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the Term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVIII. ASSIGNMENT

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

XIX. SEVERABILITY OF PROVISIONS

19.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained

herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XX. NON-WAIVER OF PERFORMANCE

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

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

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

XXI. ENTIRE AGREEMENT

21.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXII. NOTICES

22.01 For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and delivered personally with acknowledgement of receipt, or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Director, Office of EastPoint
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

GRANTEE: San Antonio for Growth on the Eastside, Inc.
Attention: Chief Executive Officer
220 Chestnut
San Antonio, Texas 78202

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

XXIII. PARTIES BOUND

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

XXIV. RELATIONSHIP OF PARTIES

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

XXV. TEXAS LAW TO APPLY

25.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas and venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

XXVI. GENDER

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

XXVII. CAPTIONS

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

XXVIII. LEGAL AUTHORITY

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

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

XXIX. MISCELLANEOUS

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

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

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

29.04 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

29.05 Force Majeure. Both Parties shall be excused from performance (except for payment obligations), and shall incur no liability for any loss or damage due to any delay or failure to perform its obligations under this Agreement when caused by occurrences beyond the reasonable control of the affected party ("**Force Majeure**"), including, but not limited to, riots, wars or hostilities between any nations, acts of God, fires, storms, floods, earthquakes, labor disputes or strikes, shortages or curtailments of raw materials, and power or other utility services. Performance shall be excused hereunder only if the affected party delivers written notice of the occurrence, including a full description thereof, to the other party and endeavors to remedy such non-performance with all reasonable dispatch.

[Signature page to follow]

This Agreement has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO, TEXAS

By:_____
MIKE ETIENNE, DIRECTOR
OFFICE OF EASTPOINT

Date:_____

SAN ANTONIO FOR GROWTH ON THE EASTSIDE, INC., A TEXAS NON-PROFIT CORPORATION

By:_____
JACKIE L. GORMAN
CHIEF EXECUTIVE OFFICER

Date:_____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

Attachment I – Scope of Work and Budget

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR * **DELEGATE AGENCY CONTRACT WITH**

CITY OF SAN ANTONIO * **LITERACY SAN ANTONIO, INC.**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2017-09-14-_____, dated September 14, 2017, and Literacy San Antonio, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for human development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of $100,000.00 for a project entitled "SAReads Literacy Academy and Book Bank" (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Scorecard** attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2017** and shall terminate on **September 30, 2018**.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$**100,000.00.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

$100,000.00 General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

3.3 INTENTIONALLY RESERVED

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy

of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15^{th}) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 30 day period allowing Contractor to submit a request for payment after such 30 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City. If Project is grant funded, Contractor agrees to abide by the more stringent administrative overhead costs limitations, whether imposed by the City or by the applicable grant regulations.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor 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.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation

proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract and applicable grant program policies and procedures are attached hereto and incorporated herein for all purposes as Attachment V.

6.2 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, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

6.3 Contractor 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 of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Contract.

6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 Contractor agrees to comply with the following check writing and handling procedures:

(A) No blank checks are to be signed in advance.

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of

Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://harvester.census.gov/sac/ and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a **HIPAA Business Associate Agreement** in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is

required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is

intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "*SAReads Literacy Academy and Book Bank*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) 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 whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
**** Required for projects involving services to children**	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

(H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor'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.

(K) 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.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION 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.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
- Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Texas Government Code §2270.002 provides 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.

"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.

"Company" 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.

By submitting an offer to, or executing contract documents with, the City of San Antonio, Contractor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Contract. City hereby relies on Contractor's verification. If found to be false, City may terminate this Contract for material breach.

12.9 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.10 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

12.11 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

13.3 Contractor 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.

13.4 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 Contract shall:

(A) Participate in any decision relating to this Contract 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; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10^{th}) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30^{th}) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:

(A) 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;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the

responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.

19.3 Contractor shall maintain records on all items obtained with City funds to include:

(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3)

purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work and Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and Scorecard;

(C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

(E) INTENTIONALLY OMITTED; or

(F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
Executive Director
Literacy San Antonio, Inc.
P.O. Box 460176
San Antonio, Texas 78246

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 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.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

This Contract has been executed effective as of the date of signature of the last party to sign (the "Effective Date").

CITY OF SAN ANTONIO:	**CONTRACTOR:** LITERACY SAN ANTONIO, INC.
Melody Woosley, Director Department of Human Services	Pamela Toman, Executive Director
Date	Date
APPROVED AS TO FORM:	
Assistant City Attorney	Board President (if required by Agency)

ATTACHMENTS
Attachment I – Scope of Work and Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Contract Monitoring Report
Attachment V – N/A
Attachment VI - HIPAA Business Associate Agreement

STATE OF TEXAS	§	**AGREEMENT TO USE**
	§	**FUNDS OF THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO**

This Agreement to use funds ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager or designee pursuant to Ordinance No. 2017-09-14-____ dated September 14, 2017 and the LIFTFUND INC., (hereinafter referred to as "LIFTFUND"), a Texas non-profit corporation, by and through its President and CEO, both of which may be referred to herein collectively as the "Parties".

WHEREAS, LIFTFUND was founded in 1994 in San Antonio, Texas, with the mission of providing: (1) credit and financial services to small business owners who are typically minorities or women, and who do not have access to commercial loans; and (2) leadership and innovation to the micro-lending industry; and

WHEREAS, in support of this mission City Council has allocated and agrees to pay $250,000.00 to LIFTFUND for continuation of a loan buy down program (the "Program") previously supported by the City Council in Fiscal Year 2016, which provides reduced interest loans from $500.00 to $50,000.00 at 0% interest to qualifying small, minority and women-owned businesses and entrepreneurs, with a particular emphasis on qualifying African-American Owned Businesses, as well as those who are currently performing on a City of San Antonio contract, and result in the creation of new full-time permanent jobs in the City; and

WHEREAS, Program participants must be located in or locating within the San Antonio city limits, with particular emphasis on qualifying business located in SA Tomorrow Comprehensive Plan's Community Plan Areas, specifically Phases 1 through 3; and

WHEREAS, CITY designates its Economic Development Department (hereafter referred to as "EDD") and its Director, (the "Director") to act for the City Manager in the evaluation and monitoring of this AGREEMENT, and work with the Department of Finance and other City departments, as appropriate; **NOW THEREFORE**:

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

I. GENERAL PROVISIONS

1. LIFTFUND agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.

2. LIFTFUND represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion,

resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

3. The party signing this AGREEMENT for LIFTFUND represents, warrants, assures and guarantees that she has full legal authority to execute this AGREEMENT on behalf of LIFTFUND and to bind LIFTFUND to all terms, performances and provisions herein contained.

4. In the event that a dispute arises as to the legal authority of either LIFTFUND, or the person signing on behalf of LIFTFUND, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, LIFTFUND shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

5. LIFTFUND understands that the funds provided pursuant to this AGREEMENT are funds which have been made available from the CITY's General Fund and LIFTFUND will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.

6. LIFTFUND and CITY agree that LIFTFUND is an independent contractor, that LIFTFUND shall be responsible to all parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.

7. LIFTFUND understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

8. LIFTFUND understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council. LIFTFUND therefore agrees that, at such time as any revisions are so made during the Term hereof, this AGREEMENT will be amended to include such revisions. In the event that LIFTFUND does not agree to any changes, LIFTFUND shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. LIFTFUND shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

9. LIFTFUND understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in General Fund and/or expenditures, agreements funded by CITY's General Fund, including this AGREEMENT may, at CITY's option, be reduced in a like

manner. CITY will attempt to provide LIFTFUND with as much advance notice of a potential funding reduction as is possible to allow LIFTFUND to make budget adjustments.

10. In no event shall CITY be liable for any expense of LIFTFUND not eligible or allowable under this AGREEMENT.

11. Should LIFTFUND fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director, or if LIFTFUND should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to LIFTFUND of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

    a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same, nor preclude CITY's termination right for successive breach of the same condition.

    b. Notwithstanding the above, LIFTFUND shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

    c. In addition to the above provisions, the City Council shall have the right to terminate this AGREEMENT at any time upon a finding by ordinance that LIFTFUND's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for LIFTFUND to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

12. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT, as determined solely by CITY after consultation with LIFTFUND, LIFTFUND shall refund any and all unused funds either allocated and in possession of LIFTFUND or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to LIFTFUND under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to LIFTFUND.

13. Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall begin on October 1, 2017 and shall terminate on September 30, 2018 (the "Term"). This agreement may be extended at the option of CITY and LIFTFUND for additional terms, contingent upon appropriation of funds and approval of the City Council.

14. LIFTFUND shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse. CITY shall review, and LIFTFUND shall allow review of, LIFTFUND's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.

15. LIFTFUND warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage or contingent fee and further, that no such understanding or agreement exists, or has existed, with any employee of LIFTFUND or CITY.

16. LIFTFUND may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval of the Director.

17. LIFTFUND is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and has contributed to the cause of realizing such objectives.

18. LIFTFUND acknowledges that this AGREEMENT cannot be assigned without the express written consent of the Director.

II. SCOPE OF SERVICES AND FUNDING

1. LIFTFUND shall utilize up to Two Hundred Fifty Thousand Dollars and No cents ($250,000.00) provided by CITY for the funding of the Program described above.

2. The Program is a fee-for-services model whereby LIFTFUND will submit an invoice to the City quarterly for loans made during the previous quarter (see Section XI.1). Reports shall include business name, demographics (gender, ethnicity, veterans status, industry), geography (address, identification of City Council District the business resides, identification of SA Tomorrow Comprehensive Plan's Community Plan Areas, specifically phases 1 through 3 the business resides), loan amounts, loan terms, loan interest rates, loan default rates, buy down amount per loan, identification if the businesses is a startup or established, identification if the business is currently performing on a City of San Antonio contract at the prime contractor or subcontractor level, and job retention and creation (full-time jobs, part-time jobs) by the business. In addition to the quarterly reports, five client success stories must be provided by LIFTFUND to

the CITY annually detailing how the funds were utilized and how it helped their business grow.

a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of LIFTFUND begins during the course of this five-year period, then LIFTFUND is required to maintain said records until such time as the audit or investigation is completely finished.

b. LIFTFUND agrees that during the Term of this AGREEMENT, any duly authorized representative of the Economic Development Department shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.

c. The submission of falsified information or the failure to timely submit all information by LIFTFUND as requested by CITY is grounds for termination of this AGREEMENT.

3. LIFTFUND agrees to strive to meet the following aspirational goals in providing loans to local, small, minority and women-owned businesses as indicated below:

Aspirational Goal Type	Aspirational Goal Percentage
Small Business	100%
Minority Business	70%
African American Business	15%
Asian American Business	10%
Hispanic American Business	50%
Women Business	35%
Veteran Business	10%

4. LIFTFUND agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. LIFTFUND 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.

5. LIFTFUND agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.

a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

b. In the event no complaint and grievance policy has been established, LIFTFUND will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.

2. LIFTFUND covenants and agrees to FULLY INDEMNIFY 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 LIFTFUND'S activities under this Agreement, including any acts or omissions of LIFTFUND, any agent, officer, director, representative, employee, consultant or subcontractor of LIFTFUND, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT LIFTFUND 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.

   The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LIFTFUND shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LIFTFUND that is known to LIFTFUND, related to or arising out of LIFTFUND's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LIFTFUND's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LIFTFUND of any of its obligations under this paragraph.

3. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by LIFTFUND to CITY.

4. LIFTFUND shall not be relieved of liability to CITY for damages sustained by

CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

5. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, LIFTFUND will immediately refund such amount to CITY. LIFTFUND further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The Director has the express authority to deduct such claims from subsequent reimbursements.

6. Audit Conditions and Requirements:

   a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following thirty (30) days after a written request by City, LIFTFUND shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

   b. It is imperative any auditor performing an audit of LIFTFUND read the entire AGREEMENT, including all attachments, between the CITY and LIFTFUND, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.

   c. All City-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both LIFTFUND and its subcontractors related to this AGREEMENT.

   d. If LIFTFUND expends fifty thousand dollars and no cents ($50,000.00) or more in funds provided by CITY during the Term of this AGREEMENT, then LIFTFUND shall furnish the Director and other City departments designated by the Director, with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of LIFTFUND's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review; audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from LIFTFUND stating whether or not the terms and conditions of the AGREEMENT were met. If the CITY determines, in its sole discretion, that LIFTFUND is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have LIFTFUND pay for such audit. In addition,

when LIFTFUND has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this AGREEMENT, the audit shall be conducted in accordance with the Single Audit Act Agreements of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

7. LIFTFUND understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this AGREEMENT, LIFTFUND shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the EDD, which shall be clearly labeled "LIFTFUND" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate and endorsements have been received and approved by the CITY's Risk Manager. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

2. The CITY reserves the right to review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT. In no instance will CITY allow modification whereby CITY may incur increased risk.

3. LIFTFUND's financial integrity is of interest to the CITY; therefore, subject to LIFTFUND's right to maintain reasonable deductibles in such amounts as are approved by the CITY, LIFTFUND shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at LIFTFUND's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For bodily injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent, in Umbrella or Excess Liability Coverage
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

4. LIFTFUND agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of LIFTFUND herein, and provide a certificate of insurance and endorsement that names the LIFTFUND and the CITY as additional insureds. LIFTFUND shall provide the 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.

5. 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). LIFTFUND 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. LIFTFUND shall pay any costs incurred resulting from said changes.

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

6. LIFTFUND agrees that with respect to the above-required insurance, such insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the CITY of San Antonio where the CITY is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

- Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

8. In addition to any other remedies the CITY may have upon LIFTFUND'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 LIFTFUND to stop work hereunder, and/or withhold any payment(s) which become due to LIFTFUND hereunder until LIFTFUND demonstrates compliance with the requirements hereof.

9. Nothing herein contained shall be construed as limiting in any way the extent to which LIFTFUND may be held responsible for payments of damages to persons or property resulting from LIFTFUND's or its subcontractors' performance of the work covered under this AGREEMENT.

10. It is agreed that LIFTFUND'S insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this AGREEMENT.

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

12. LIFTFUND and any LIFTFUND subcontractors are responsible for all damage to their own equipment and/or property.

V. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. LIFTFUND agrees to post in a conspicuous place available to employees, applicants for employment and contractors funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.

2. LIFTFUND will, in all solicitations or advertisements for employees or contractors placed by or on behalf of LIFTFUND, state that all qualified applicants will receive fair consideration for employment or contract without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, veterans status or political belief or affiliation.

3. LIFTFUND agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. LIFTFUND will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

4. LIFTFUND covenants and agrees that LIFTFUND will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Facility, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. In the event of LIFTFUND's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and LIFTFUND may be debarred from further contracts with CITY.

VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

1. LIFTFUND further represents and warrants that:

   a. All information, data or reports provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

   b. Any supporting financial statements provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of LIFTFUND on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of LIFTFUND;

   c. No litigation or proceedings are presently pending or threatened against LIFTFUND or, if pending, have been disclosed by LIFTFUND in writing to CITY;

   d. None of the provisions contained herein contravene or in any way conflict with the authority under which LIFTFUND is doing business, or with the provisions of any existing indenture or agreement of LIFTFUND;

   e. LIFTFUND has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

   f. None of the assets of LIFTFUND are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by LIFTFUND to CITY.

VII. LEGAL/LITIGATION EXPENSES

1. Under no circumstances shall the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other governmental or public entity.

2. During the term of this AGREEMENT, if LIFTFUND files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that LIFTFUND has violated this Article.

3. LIFTFUND, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by LIFTFUND in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

VIII. CHANGES AND AGREEMENTS

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by agreement in writing executed by both CITY and LIFTFUND, as authorized by City Council and the Board of the LIFTFUND. Notwithstanding the foregoing, the Director may execute amendments that do not relate to the City's funding under this AGREEMENT.

2. It is understood and agreed by the Parties 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.

IX. SEVERABILITY OF PROVISIONS

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 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 this 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.

X. NON-WAIVER OF PERFORMANCE

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY 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 any 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.

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

3. No representative or agent of CITY may waive the effect of the provisions of this Article.

XI. SPECIAL CONDITIONS

1. All LIFTFUND invoices or reports regarding eligible expenditures pursuant to this AGREEMENT must be submitted by LIFTFUND to the EDD no later than thirty (30) days after the following quarter after LIFTFUND incurs the expense. The quarterly reporting is due as follows:

   Quarter 1: October 1, 2017 to December 31, 2017. Report due January 31, 2018
   Quarter 2: January 1, 2018 to March 31, 2018. Report due April 30, 2018
   Quarter 3: April 1, 2018 to June 30, 2018. Report due July 31, 2018
   Quarter 4: July 1, 2018 to September 30, 2018. Report due October 31, 2018

2. LIFTFUND understands and agrees that LIFTFUND is required to refund money, pursuant to 80(R) HB 1196, that LIFTFUND has received from CITY through this AGREEMENT, in the event of LIFTFUND's conviction of knowing]y employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the final and entire agreement between the Parties 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.

XIII. NOTICE

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Economic Development
Department
P.O. Box 839966
San Antonio, TX 78283-3966

City Attorney's Office
Commercial Division
City Hall, 3rd Floor
San Antonio, Texas 78205

and

LIFTFUND:
Executive Director
2007 West Martin Street
San Antonio, Texas 78207

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

XIV. PARTIES BOUND

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 for herein.

XV. GENDER

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

XVI. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

XVII. TEXAS LAW TO APPLY

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.

XVIII. CAPTIONS

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.

EXECUTED IN TRIPLICATE ORIGINALS this 14th **day of** September **, 2017.**

CITY OF SAN ANTONIO

Carlos Contreras
Assistant City Manager

LIFTFUND

Jamie Barrera
President & CEO

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

Veronica M. Zertuche
Assistant City Attorney

STATE OF TEXAS	**§**	**INTERLOCAL FUNDING AND**
	§	**SERVICE AGREEMENT WITH VIA**
	§	**METROPOLITAN TRANSIT FOR**
COUNTY OF BEXAR	**§**	**SERVICE IMPROVEMENTS**

THIS INTERLOCAL FUNDING AND SERVICE AGREEMENT (hereafter referred to as "the Agreement" or "this Agreement") for funding public transportation frequency and capacity improvements is entered into by and between the **CITY OF SAN ANTONIO, TEXAS,** a Texas Home Rule Municipality (hereafter referred to as "City") and **VIA METROPOLITAN TRANSIT,** a Metropolitan Transit Authority created under Chapter 451 of the Texas Transportation Code (hereafter referred to as "VIA"), each acting by and through its officers, hereto duly authorized. City and VIA singularly or collectively shall be referred to herein as "Party" or "the Parties." This Agreement is entered into pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, VIA's mission is to provide mass transit services within its service area including the City, as set out and required under its enabling statute, Chapter 451 of the Texas Transportation Code, through which it is authorized to implement and control the manner and means by which to implement its system; and

WHEREAS, lack of adequate funding levels have resulted in VIA providing bus service that is not meeting demand with regard to access, capacity, and frequency, and in July 2015, City Councilman Rey Saldana requested that the policy issue of how the City utilizes its Advanced Transportation District ("ATD") funding be discussed and proposed that the ATD funding be re-allocated to VIA to improve bus service, and

WHEREAS, in January 2016, the City ATD Ad Hoc Committee was established and charged to evaluate VIA's funding model and determine if the City should allocate all or a portion of the City's ATD funds to enhance VIA services, and the Committee held six meetings between February and June 2016 that included an overview of the preferred level of service and potential funding options; and

WHEREAS, the City ATD Ad Hoc Committee recommended that the City transfer $10 million annually in ATD funds to VIA over a four year period and beyond, the City ATD Fund maintain at least $5 million annually toward sidewalk funding, the City annual budget strive to maintain funding levels consistent with the fiscal year 2016 levels at $15 million for sidewalks, and the proposed 2017 Bond Program have a substantial sidewalk program; and

WHEREAS, the Transportation, Technology and Utilities ("TTU") City Council Committee was briefed on the ATD Ad Hoc Committee's recommendation and the impact to the City's ATD Program, and the TTU City Council Committee's recommendation was to have staff explore funding options beyond the City's ATD in order to provide $10 million in funding annually to VIA, phased-in over a four year period; and

WHEREAS, VIA is primarily funded through a one-half cent sales tax (0.500%) approved by voters in 1977 via the Metropolitan Transit Authority ("MTA") tax and through a one-half of one-quarter cent sales tax (0.250%) approved by voters in 2004 through the ATD; and

WHEREAS, the sales tax revenue VIA receives is less than other major cities, and VIA needs an additional one-half (½) cent to be comparable to other transit authorities, and the current sales tax rate for the City of San Antonio is the maximum allowed by State law (8.25%), and an increase above the current rate would require legislative action; and

WHEREAS, with an additional $10 million annually in revenue, the City and VIA will be able to initiate action in accordance with the SA Tomorrow and VIA Vision 2040 plans by funding annual operating costs as a result of implementing frequency improvements on nine routes and travel time and capacity improvements on nine major corridors, and VIA will provide the capital funds to purchase up to an additional 30 buses in FY 2018;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

ARTICLE I
RECITALS

Each of the above Recitals stated herein above are incorporated into and made a part of this Agreement.

ARTICLE II
PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City will provide funds to VIA (other than the City's ATD funds) to pay for costs related to implementation of public transportation capacity, frequency, and travel time improvements.

ARTICLE III
TERM

This Agreement shall commence upon the execution date of the last signatory party to the Agreement and is subject to annual appropriation of City funds and review by the Parties.

ARTICLE IV
FINANCIAL COMMITMENT

The City shall provide the not-to-exceed sum of $10 million annually in funds to VIA, other than the City's ATD funds, as follows: $4.3 million for fiscal year 2018 and $10 million for fiscal year 2019 and beyond. The availability of City funds are subject to appropriation by City Council and no other funds shall be available from the City pursuant to this Agreement. Payments of annual appropriated City funds to VIA will be made in equal quarterly installments during the months of October, January, April, and July. The Parties acknowledge City's Contribution defined in this Agreement.

ARTICLE V
OBLIGATIONS OF CITY

5.1 Pursuant to this Agreement, City shall provide funds to VIA as described in Article IV above.

5.2 The City identifies its Director of Transportation & Capital Improvements ("TCI") or his/her designee as its contact person for this Agreement. The City identifies the Director of TCI or his/her designee as the City's Project Manager for the work described in this Agreement.

ARTICLE VI
OBLIGATIONS OF VIA

6.1 Pursuant to this Agreement, VIA shall perform and/or provide the following:

a. Implement frequency improvements and travel time and capacity improvements to VIA's regular weekday service to be completed in three phases from January 2018 to January 2019 and are as follows:

Phase I to be implemented January 2018

Frequency Improvements on the following Nine Routes to thirty (30) minutes between the hours of 6:00 am to 6:00 pm:

1. #502 Thousand Oaks
2. #602 North Star/Med Center
3. #607 Med Center/Ingram
4. #611 Valley Hi/Kel-Lac
5. #613 Heritage NW/Kel-Lac
6. #615 Kel-Lac/Heritage Park
7. #616 Sky Harbour/Kel-Lac
8. #617 Kel-Lac/Rainbow Hills
9. #618 Ingram/Westlakes

Travel Times and Capacity Improvements on Two Major Corridors - 12 minute or better combined service from 6:00 am to 6:00 pm, , improved travel time and use of transit signal priority where available. These two corridors are high-use/high ridership corridors that are not already programmed for Primo-type services and are as follows:

1. Martin Luther King
2. New Braunfels Corridor

Phase II to be implemented May 2018

Travel Times and Capacity Improvements on Three Major Corridors - 12 minute or better combined service from 6:00 am to 6:00 pm, improved travel time , and use of transit signal priority where available. These are high-use/high ridership corridors that are not already programmed for Primo-type services.

1. San Pedro
2. West Commerce Corridors
3. E. Houston Corridor

Phase III to be implemented January 2019

Travel Times and Capacity Improvements on Four Major Corridors - 12 minute or better combined service from 6:00 am to 6:00 pm, improved travel time and use of transit signal priority where available. These are high-use/high ridership corridors that are not already programmed for Primo-type services.

1. S. Flores Corridor
2. Pleasanton Corridor
3. Culebra Corridor
4. Bandera Corridor

b. Use the funds provided by the City, as described in this Agreement, to fund the annual operating costs that result from implementing the frequency improvements and travel time and capacity improvements described above.

6.2 Upon provision of written notice to the City, VIA may make adjustments to those service improvements funded by the City contribution that vary from those described in provision 6.01(a) above by no more than 23% total for either Frequency Improvements (service adjustment of no more than two of the nine described routes) or Travel Times and Capacity Improvements (no more than two of the nine described major corridors). Except as otherwise provided for in this Article VI, service adjustments exceeding those described above and failure to provide written notice of the same to the City will constitute breach of this Agreement.

6.3 If VIA determines that service improvements funded by the City contribution require adjustment(s) that vary from those described in provision 6.01(a) above by more than 23% total for either Frequency Improvements or Travel Times and Capacity Improvements, the Parties agree to meet and confer to discuss such adjustments prior to implementation. If the parties agree to such service adjustments, in writing, the adjustments become part of this Agreement and do not constitute breach of this Agreement. If an agreement cannot be reached, either Party may terminate this Agreement upon thirty (30) day notice to the other Party. Consent to the adjustments shall not be unreasonably withheld.

6.4 VIA agrees to provide and use VIA funding to purchase up to an additional thirty (30) buses in fiscal year 2018, sufficient to expand the VIA bus fleet to ensure quality service throughout the VIA service area, including, but not limited to, the service as herein agreed to by the Parties.

6.5 VIA hereby identifies its President/CEO or his/her designee as its Project Manager for the work described herein.

ARTICLE VII
PROJECT MANAGEMENT

7.1 City and VIA staff shall hold periodic conferences throughout the development and implementation of this public transportation capacity, frequency and travel time improvement project ("Project"). For future meetings with VIA staff, VIA shall provide City with written (e.g.: letter or e-mail) notice at least seventy-two (72) hours in advance, of the location, date, and time of all meetings in order that City representatives may participate.

7.2 VIA will manage, oversee, administer and carry out all of the activities and services required for design and implementation of the Project to ensure that the Project is developed, implemented, managed and funded in accordance with the terms of this Agreement and applicable law.

7.3 VIA shall promptly furnish City's Designated Representative with copies of all legal notices received by VIA affecting the Project, including, without limitation, notices from

governmental authorities, notices from any party claiming default in any payment obligation, and any other notice not of a routine nature. VIA shall promptly notify City's Designated Representative in writing of any suit, proceeding, or action that is initiated or threatened in connection with the Project or against VIA and/or City.

7.4 VIA's Project Manager shall issue written notice to City's Project Manager when fifty percent (50%) and one hundred percent (100%) of the annual funding provided to VIA has been expended.

7.5 In accordance with provision 6.02 above, VIA shall issue written notice to City's Project Manager before VIA makes adjustments to those service improvements funded by the City contribution as described in provision 6.01(a) above.

7.6 VIA shall maintain the books, records, and documents pertaining to the Project. The City's Project Manager shall have access to, and the right to examine, same upon reasonable notice to VIA's Project Manager.

ARTICLE VIII
DEFAULT

In the event of a material breach of this Agreement, the non-breaching Party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The Party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching Party by the end of the thirty (30) day period, the non-breaching Party may give written notice of termination of this Agreement to the breaching party and seek to recover damages not to exceed the amount paid by the non- breaching party for the Project.

ARTICLE XIX
PRIOR AGREEMENTS SUPERSEDED

This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE X
ENTIRE AGREEMENT

This Agreement, including exhibit(s), constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibits to the Agreement.

ARTICLE XI
ASSIGNMENT OR TRANSFER OF INTEREST

Neither Party may assign its rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to assign without such

approval shall be void.

ARTICLE XII
LEGAL CONSTRUCTION

In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII
COMPLIANCE WITH LAWS AND ORDINANCES

Both Parties shall comply with all federal, state and local laws and ordinances, in connection with the work and services performed under this Agreement.

ARTICLE XIV
TEXAS LAW TO APPLY

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 San Antonio, Bexar County, Texas.

ARTICLE XV
AMENDMENT

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XVI
NOTICES

All notices required to be given under this Agreement shall be in writing and either shall be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides a different address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to City: Mr. Mike Frisbie, PE
Director/City Engineer
Transportation & Capital Improvements Department 114
West Commerce
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If to VIA: Mr. Jeffrey C. Arndt
President/CEO
VIA Metropolitan Transit The Grand
123 N. Medina St.
San Antonio, TX 78207

ARTICLE XVII
FORCE MAJEURE

Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes or other labor disturbances or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Article, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XVIII
MULTIPLE OUNTERPARTS

This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and all such separate identical counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original, on this_____day of_____, 2017.

CITY OF SAN ANTONIO

By: _____
SHERYL SCULLEY
City Manager

VIA METROPOLITAN TRANSIT

By: _____
JEFFREY ARNDT
President/CEO

APPROVED AS TO FORM:

_____
City Attorney's Office

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT**
	§	**WITH**
COUNTY OF BEXAR	**§**	**NORTHEAST INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT ("Agreement") is hereby made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated_____, 2017 and **NORTHEAST INDEPENDENT SCHOOL DISTRICT** ("GRANTEE") and **SAN ANTONIO SPORTS ("SAS")** a Texas non-profit corporation. This triparty Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act being Chapter 791 of the Texas Government Code, and Texas Local Government Code§ 323.011.

PREAMBLE

San Antonio Sports is acting as the project manager for School Parks. SAS has rebranded the previous SPARK program as San Antonio School Parks Program which develops and enhances local school grounds in San Antonio into parks that can benefit the school and public.

As part of the CITY'S FY18 adopted budget, funds were appropriated to the Parks and Recreation General Fund Operating Budget in support of the San Antonio Sports School Parks Program to construct and enhance local school grounds into parks.

NOW THEREFORE, the parties hereto ("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 Agreement shall commence on October 1, 2017 and terminate on April 30, 2019 or upon final completion of services in Exhibit A: San Antonio Sports School Park – NEISD Camelot Elementary. Services shall be completed on a timeline specified as agreed to by the Parties.

II. GENERAL RESPONSIBILITIES

2.1 CITY shall provide $80,000.00 for GRANTEE'S expenses in support of development and enhancement of local school grounds in San Antonio into parks that can benefit the school and public.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 GRANTEE warrants and represents that it will comply with all Federal, State and Local laws and regulations applicable to GRANTEE, and to GRANTEE'S use of CITY Funds for this project.

3.2 To the extent applicable, GRANTEE agrees to abide by all applicable laws regarding the expenditure of these city funds.

IV. LEGAL AUTHORITY

4.1 GRANTEE represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required and that the undersigned has full legal authority to execute this Agreement on behalf of GRANTEE and to bind GRANTEE to all terms, performances and provisions herein contained.

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V. FUNDING AND ASSISTANCE BY CITY

5.1 In consideration of GRANTEE'S performance of all services and activities set forth in this Agreement, CITY agrees to pay GRANTEE for all Eligible Expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by CITY shall not exceed $80,000.00.

5.2 In order to partially offset GRANTEE'S expenses associated with the Project, the City will provide advanced payment in multiple disbursements during the term of this Agreement for the expenses reflected directly tied to the Exhibit A: San Antonio Sports School Park – NEISD Camelot Elementary.

5.3 Distribution of funds will be based upon a request submitted by GRANTEE to SAS and shall provide SAS with supporting information in such detail as SAS and CITY may request, including but not necessarily limited to, a copy of the paid invoice(s). GRANTEE reimbursement requests shall be subject to the review and approval of SAS and then may be forwarded to CITY for CITY's review, approval and reimbursement by CITY to SAS. SAS will promptly present all properly documented requests for reimbursement to CITY. CITY will provide reimbursement to SAS for Eligible Expenses, and SAS shall promptly provide reimbursement to GRANTEE upon receipt of payment from CITY.

5.4 The Director of the Parks and Recreation Department may amend this Agreement without further action by City Council.

5.5 In the event there are funds not disbursed such unused funds will remain with CITY.

5.6 CITY shall not be obligated nor liable under this Agreement to any party, other than GRANTEE, for payment of any monies or provision of any goods or services.

VI. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

6.1 GRANTEE understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support of the use of such CITY funds.

6.2 GRANTEE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. GRANTEE further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and

(B) That GRANTEE's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.3 GRANTEE agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials ("Records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years after the termination of this Agreement.

6.4 In order to be reimbursed for eligible expenses, GRANTEE agrees to submit to CITY a report indicating the amount of funds expended, the payee, the date paid, the purpose of the payment, and shall provide supporting documentation, in such detail as CITY may request, including but not necessarily limited to, a copy of the subsequent paid invoice(s).

6.5 CITY agrees to provide GRANTEE written notice regarding any expenditure the CITY reasonably determines to be outside the permissible parameters of this Agreement. GRANTEE shall have thirty (30) days from receipt of such notice to cure the deficiency or, in the event that payment has been made to GRANTEE, refund to the CITY those funds, determined to:

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

6.6 Unless CITY has questions concerning an expenditure by GRANTEE, CITY agrees to provide payment to GRANTEE within thirty (30) calendar days of receipt of a request for reimbursement as defined above.

6.7 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria herein as a result of any auditing or monitoring by CITY, GRANTEE shall refund such amount to CITY within thirty (30) calendar days of CITY's written request therefore wherein the amount disallowed or disapproved shall be specified.

VII. ELIGIBLE EXPENSES

7.1 Expenditures of the funds by GRANTEE provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

7.2 Eligible Expenses shall include all administrative fees associated with Exhibit A: San Antonio Sports School Parks – NEISD Camelot Elementary.

7.3 Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 GRANTEE further represents and warrants that as of the date hereof:

(A) All information, data or reports heretofore or hereafter provided to CITY is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY.
(B) It is financially stable and capable of fulfilling its obligations under this Agreement and that GRANTEE shall provide CITY immediate written notice of any adverse material change in the financial condition of GRANTEE that may materially and adversely affect its obligations hereunder.
(C) No litigation or proceedings are presently pending or to GRANTEE'S knowledge, threatened against GRANTEE.
(D) None of the provisions contained herein contravene or in any way conflict with the authority under which GRANTEE is doing business or with the provisions of any existing indenture or agreement of GRANTEE.

IX. ACCESSIBILITY OF RECORDS

9.1 At any time during normal business hours and as often as CITY may deem necessary, upon three (3) days written notice, GRANTEE shall make all of its records pertaining to this Agreement available to CITY or any of its authorized representatives, and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

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

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X. MONITORING AND EVALUATION

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

XI. INSURANCE

Intentionally deleted

XII. INDEMNIFICATION

Intentionally deleted

XIII. NON-DISCRIMINATION

13.1 As a party to this contract, GRANTEE 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.

XIV. POLITICAL ACTIVITY

14.1 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.

XV. CONTRACTING

15.1 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of GRANTEE. GRANTEE is responsible to ensure that all permits required for the activities under this Agreement are obtained.

15.2 CITY shall in no event be obligated to any third party, including any sub-contractor of GRANTEE, for performance of or payment for work or services.

XVI. CHANGES AND AMENDMENTS

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

16.2 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.

XVII. ASSIGNMENTS

17.1 GRANTEE shall not 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 CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

DRAFT

XVIII. SEVERABILITY OF PROVISIONS

18.1 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.

XIX. DEFAULT

19.1 Upon default by GRANTEE in the performance of its obligations hereunder, CITY shall give GRANTEE notice of the same and GRANTEE shall have 30 days following receipt of written notice of default from CITY (or such reasonably longer time as may be necessary provided GRANTEE commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If GRANTEE fails to timely cure such default, CITY may pursue all remedies available in law or at equity and/or other rights CITY may have in this Agreement; provided that it is expressly agreed that neither Party hereto shall have the right to seek consequential or punitive damages against the other for any default under this Agreement.

19.2 Upon default by CITY in the performance of its obligations hereunder GRANTEE shall give CITY notice of the same and CITY shall have 30 days following receipt of written notice of default from GRANTEE (or such reasonably longer time as may be necessary provided CITY commences the cure within 30 days and continuously and diligently pursues the cure to completion) to cure such default. If CITY fails to timely cure such default, GRANTEE may pursue all remedies available in law or equity and/or other rights GRANTEE may have in this Agreement, subject to the limitations.

XX. NON-WAIVER OF PERFORMANCE

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

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

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

XXI. ENTIRE AGREEMENT

21.1 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

DRAFT

XXII. NOTICES

22.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City of San Antonio
Parks & Recreation Department
Attn: Director
P.O. Box 839966
San Antonio, TX 78283

North East Independent School District
Attn: Superintendent
8961 Tesoro Drive
San Antonio, TX 78217

San Antonio Sports
Attn: President & CEO P.O. Box 830386
San Antonio, TX 78283

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXIII. PARTIES BOUND

23.1 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.

XXIV. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXV. TEXAS LAW TO APPLY

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.

XXVI. GENDER

26.1 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.

XXVII. CAPTIONS

27.1 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.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the _____ day of _____, 2017.

DRAFT

CITY OF SAN ANTONIO

By: _____
Xavier D. Urrutia, Director

Date: _____

NORTHEAST INDEPENDENT SCHOOL DISTRICT

By: _____
Brian G. Gottardy, Ed.D, Superintendent

Date: _____

SAN ANTONIO SPORTS

By: _____
Russ Bookbinder, President and CEO
San Antonio Sports

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A: San Antonio Sports School Park – NEISD Camelot Elementary

DRAFT

STATE OF TEXAS * **DELEGATE AGENCY CONTRACT WITH**

* **PROJECT NUMBER:**

COUNTY OF BEXAR **CFDA: 14.218**

CITY OF SAN ANTONIO *

This CONTRACT is entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Director of the Neighborhood and Housing Services Department pursuant to Ordinance No. , dated , and (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as "the Community Development Act") for utilization in connection with its Community Development Block Grant Fund Operating Budget (hereinafter referred to as the "Grant Fund") for human development services; and

WHEREAS, the Neighborhood and Housing Services Department is designated as the managing CITY department (hereinafter referred to as "Managing City Department") for the CITY; and

WHEREAS, the CITY has adopted a budget for the expenditure of such funds, and included therein is an allocation of and /100 Dollars ($) in funds for a project entitled, " " (hereinafter referred to as "Project"); and

WHEREAS, the CITY wishes to engage CONTRACTOR to carry out the Project; **NOW THEREFORE:**

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 CONTRACTOR will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the Work Statement, affixed hereto and incorporated herein for all purposes as Exhibit "A".

SAMPLE

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this CONTRACT shall begin on the execution date and shall terminate on the earlier of (a) , or (b) Project completion.

2.2 The CITY shall have the option to renew this CONTRACT for an additional period not to exceed one (1) year, subject to (a) the CITY's receipt of additional monies sufficient to fund the renewal term; (b) CONTRACTOR satisfactorily meeting the performance requirements of this CONTRACT, as solely determined by the CITY; and (c) the prior approval by the City Council for the City of San Antonio of such contract renewal, as evidenced by an ordinance duly passed and approved.

III. CONSIDERATION

3.1 In consideration, the CITY will reimburse CONTRACTOR for costs incurred in accordance with the Project Budget approved by the City Council for the City of San Antonio in Ordinance No. . Said Project Budget is affixed hereto and incorporated herein for all purposes as Exhibit "B". It is specifically agreed that reimbursement hereunder shall not exceed the total amount of $.

3.2 The funding level of this CONTRACT is based on an allocation from the following funding sources:

$ Community Development Block Grant (CDBG).

Consequently, CONTRACTOR agrees to comply with Sections I, II- Exhibit "A" and III- Exhibit "A" of the Technical Workbook, affixed hereto and incorporated herein for all purposes as Exhibit "C", as may be amended from time to time, and the Special Provisions, affixed hereto and incorporated herein for all purposes as Exhibit "F".

3.3 It is expressly understood and agreed by the CITY and CONTRACTOR that the CITY's obligations under this CONTRACT are contingent upon the actual receipt of adequate Grant Funds to meet the CITY's liabilities hereunder.

IV. PAYMENT

4.1 CONTRACTOR agrees that this is a cost reimbursement contract and that the CITY's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of CITY-funded services provided by CONTRACTOR in accordance with the terms of this CONTRACT. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XI hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Exhibit "B" of

SAMPLE

this CONTRACT. In no event shall the CITY be liable for any cost of CONTRACTOR not eligible for reimbursement as defined within this CONTRACT.

4.2 If specific circumstances require an advance payment on this CONTRACT, CONTRACTOR must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request. The Director of the Managing City Department may, in his sole discretion, approve an advance payment on this CONTRACT. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis; and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this CONTRACT, the term, "business day" shall mean every day of the week except all Saturdays, Sundays, and those scheduled holidays officially adopted and approved by the City Council for the City of San Antonio employees. In those instances in which advance payments are authorized:

(a) Advance payments to vendors shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the CONTRACTOR is notified that a check is available from the CITY.

(b) CONTRACTOR must deposit the CITY funds in a separate account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where CONTRACTOR's total deposits in said bank, including all the CITY funds deposited in such separate account, exceed the FDIC insurance limit, CONTRACTOR must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by CONTRACTOR from CONTRACTOR's banking institution, maintained on file and be available for CITY monitoring reviews and audits. Advanced funds that cause CONTRACTOR's account balance to exceed $100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.

4.3 CONTRACTOR agrees that reimbursements of eligible expenses shall be made monthly or bi-weekly, as determined by the Director of the Managing City Department according to standard procedures followed by the CITY's Finance Department.

4.4 CONTRACTOR agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Managing City Department.

4.5 CONTRACTOR shall submit to CITY all final requests for payment no later than forty-five (45) days from the termination date of this CONTRACT, unless CONTRACTOR receives written authorization from the Director of the Managing City Department prior to such forty-five (45) day period allowing CONTRACTOR to submit a request for payment after such forty-five (45) day period.

SAMPLE

4.6 CONTRACTOR agrees that the CITY shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the CONTRACTOR).

4.7 CONTRACTOR shall maintain a financial management system, and acceptable accounting records that provide for:

(a) Accurate, current, and complete disclosure of financial support from each federal, state, and locally sponsored project, and program in accordance with the reporting requirements set forth in Article VIII of this CONTRACT. If accrual basis reports are required, CONTRACTOR shall develop accrual data for its reports based on an analysis of the documentation available;

(b) Identification of the source and application of funds for CITY-sponsored activities. Such records shall contain information pertaining to CITY awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(c) Effective control over and accountability for all funds, property, and other assets. CONTRACTOR shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. CONTRACTOR shall maintain an accounting system that can separate funds by funding source and project;

(d) Comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the CITY, financial information should be related to performance and unit cost data;

(e) Procedures to minimize the time elapsing between the transfer of funds from the CITY and the disbursement of said funds by CONTRACTOR;

(f) Procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles including, but not limited to, the cost principles referenced in Article XI hereof, and the terms of the award, grant, or contract, with the CITY;

(g) Supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by CITY); and

(h) An accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.8 CONTRACTOR agrees that CONTRACTOR’s costs or earnings claimed under this CONTRACT will not be claimed under another contract or grant from another agency.

SAMPLE

4.9 CONTRACTOR shall establish and utilize a cost allocation methodology and plan, which ensures that the CITY is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this CONTRACT. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to CONTRACTOR's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.10 Upon completion or termination of this CONTRACT, or at any time during the term of this CONTRACT, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project must immediately, upon receipt, be returned by CONTRACTOR to the CITY.

4.11 Upon execution of this CONTRACT or at any time during the term of this CONTRACT, the CITY's Director of Finance, the CITY Auditor, or a person designated by the Director of the Managing City Department may review and approve all CONTRACTOR's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

5.1 For purposes of this CONTRACT, "program income" shall mean earnings of CONTRACTOR realized from activities resulting from this CONTRACT or from CONTRACTOR's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of CONTRACTOR provided as a result of this CONTRACT, and payments from clients or third parties for services rendered by CONTRACTOR pursuant to this CONTRACT. At the sole option of the Director of the Managing City Department, CONTRACTOR will either (a) be required to return program income funds to the CITY through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, CONTRACTOR may be permitted to retain such funds to be:

(a) Added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the CITY; or

(b) Deducted from the total Project cost for the purpose of determining the net cost reimbursed by the CITY.

5.2 In any case, where CONTRACTOR is required to return program income to the Managing City Department, CONTRACTOR must return such program income to the CITY within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants CONTRACTOR authority to retain program income, CONTRACTOR must submit all reports required by the Managing City Department within the timeframe specified in this CONTRACT.

SAMPLE

5.3 CONTRACTOR shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 CONTRACTOR shall fully disclose and be accountable to the CITY for all program income. CONTRACTOR must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by CONTRACTOR to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

5.5 CONTRACTOR is prohibited from charging fees or soliciting donations from participants in any CITY-funded project without the prior written approval of the Director of the Managing City Department.

5.6 CONTRACTOR shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 For purposes of this CONTRACT, "program income" shall mean earnings of CONTRACTOR realized from activities resulting from this CONTRACT or from CONTRACTOR's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of CONTRACTOR provided as a result of this CONTRACT, and payments from clients or third parties for services rendered by CONTRACTOR pursuant to this CONTRACT. At the sole option of the Director of the Managing City Department, CONTRACTOR will either (a) be required to return program income funds to the CITY through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, CONTRACTOR may be permitted to retain such funds to be:

(a) Added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the CITY; or

(b) Deducted from the total Project cost for the purpose of determining the net cost reimbursed by the CITY.

6.2 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, the City Manager, as representative of the CITY, the party ultimately responsible for all matters of compliance with U.S. Department of Housing and Urban Development (HUD) rules and regulations, shall have the final authority to render or secure an interpretation.

SAMPLE

6.3 CONTRACTOR 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 of the Managing City Department.

6.4 The CITY shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this CONTRACT and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this CONTRACT.

6.5 CONTRACTOR's board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to CONTRACTOR's employees and vendors involved in such illegal activities to include, but not be limited to, termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.

6.6 CONTRACTOR agrees to comply with the following check writing and handling procedures:

(a) No blank checks are to be signed in advance.

(b) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a $100.00 maximum per check. CONTRACTOR agrees that the aggregate amount of petty cash reimbursement shall not exceed $200.00 per location for any given calendar month during the term of this CONTRACT unless CONTRACTOR receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(c) Checks issued by the CITY to CONTRACTOR shall be deposited into the appropriate bank account immediately or by the next business day after CONTRACTOR's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amounts back.

6.7 CITY reserves the right to request CONTRACTOR to provide additional records for long distance calls, faxes, internet service, and/or cell phone calls charged to the CITY.

VII. AUDIT

7.1 If CONTRACTOR expends $500,000.00 or more of CITY funds, then during the term of this CONTRACT, CONTRACTOR shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of CONTRACTOR's fiscal year or termination of this CONTRACT,

SAMPLE

whichever is earlier. CONTRACTOR understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by CONTRACTOR within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

CONTRACTOR agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of CONTRACTOR or its programs of any findings about accounting deficiencies, or violations of CONTRACTOR's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon CONTRACTOR's receipt of the report.

7.2 CONTRACTOR agrees that if CONTRACTOR receives or expends more than $500,000.00 in federal funds from the CITY, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and CONTRACTOR shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of CONTRACTOR's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. CONTRACTOR may submit reports through the following website: http://gov.fac@census.gov and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, CONTRACTOR may submit the completed report by mail to:

Federal Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, Indiana 47132

7.3 If CONTRACTOR expends less than $500,000.00 of CITY funds, then during the term of this CONTRACT, CONTACTOR shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of CONTRACTOR's fiscal year or termination of this CONTRACT, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by CONTRACTOR attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the CITY.

7.5 The CITY reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this CONTRACT at any and all times deemed necessary by the CITY. The CITY Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other

SAMPLE

personnel as designated by the CITY, may perform such audit(s) or reviews. The CITY reserves the right to determine the scope of every audit. In accordance herewith, CONTRACTOR agrees to make available to the CITY all accounting and Project records.

"CONTRACTOR shall, during normal business hours, and as often as deemed necessary by the CITY and/or the applicable state, or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this CONTRACT and shall continue to be so available for a minimum period of three (3) years" or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this CONTRACT. Said records shall be maintained for the required period beginning immediately after contract termination, save, and except there is litigation or if the audit report covering such agreement has not been accepted, CONTRACTOR shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by CONTRACTOR in accounting for expenses incurred under this CONTRACT, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this CONTRACT.

The CITY may, in its sole and absolute discretion, require the CONTRACTOR to use any and all of the CITY's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this CONTRACT, and CONTRACTOR shall abide by such requirements.

7.6 When an audit or examination determines that CONTRACTOR has expended funds or incurred costs, which are questioned by the CITY and/or the applicable state or federal governing agency, CONTRACTOR shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will immediately refund such amount to the CITY no later than ten (10) days from the date of notification of such disapproval or disallowance by the CITY. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by the CITY of the exercise of such option, CONTRACTOR shall provide to the CITY a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the CITY. If CONTRACTOR is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to the CITY by cashiers check or money order. Should the CITY, at its sole discretion, deduct such claims from subsequent reimbursements, CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

CONTRACTOR agrees and understands that all expenses associated with the collection of delinquent debts owed by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall not be paid from any Project funds received by CONTRACTOR under this CONTRACT.

SAMPLE

7.7 If the CITY determines, in its sole discretion, that CONTRACTOR is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the CONTRACTOR pay for such audit from non-CITY resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, CONTRACTOR shall furnish to the Managing City Department and the Grantor of the Grant Funds, if applicable, such statements, records, data, all polices and procedures, and information and permit the CITY and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this CONTRACT.

8.2 CONTRACTOR shall submit to the Managing City Department such reports as may be required by U.S. Department of Housing and Urban Development (HUD), including Performance Records/Reports, a copy of which is affixed hereto and incorporated herein as Exhibit “D”. The Performance Records/Reports are to be submitted by CONTRACTOR no later than the tenth (10th) business day of each month. CONTRACTOR ensures that all information contained in all required reports submitted to the CITY is accurate.

8.3 CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from the CITY including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this CONTRACT. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3 including, but not limited to, execution of confidential disclosure agreements, regarding the Confidential Information with CONTRACTOR's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the CITY's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this CONTRACT. Upon termination of this CONTRACT, CONTRACTOR shall return to the CITY all copies of materials related to the Project, including the Confidential Information.

8.4 The Public Information Act, Government Code, Section 552.021, requires the CITY to make public information available to the public. Under Government Code, Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a

SAMPLE

governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if CONTRACTOR receives inquiries regarding documents within its possession pursuant to this CONTRACT, CONTRACTOR shall within twenty-four (24) hours of receiving the requests forward such requests to the CITY for disposition. If the requested information is confidential pursuant to State or Federal law, CONTRACTOR shall submit to the CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of CONTRACTOR's receipt of such request.

8.5 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, CONTRACTOR agrees that no such local government records produced by or on the behalf of CONTRACTOR pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONTRACTOR.

CONTRACTOR acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this CONTRACT, shall belong to and be the property of the CITY and shall be made available to the CITY at any time. CONTRACTOR further agrees to turn over to the CITY all such records upon termination of this CONTRACT. CONTRACTOR agrees that it shall not, under any circumstances, release any records created during the course of performance of this CONTRACT to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII, Section 8.3 of this CONTRACT.

8.6 Ownership of Intellectual Property. CONTRACTOR and the CITY agree that the Project shall be and remain the sole and exclusive proprietary property of the CITY. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in the CITY. CONTRACTOR hereby grants, sells, assigns, and conveys to the CITY all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in the CITY. CONTRACTOR agrees to execute all documents reasonably requested by the CITY to perfect and establish the City's right to the Intellectual Property Rights. In the event the CITY shall be unable, after reasonable effort, to secure CONTRACTOR's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, CONTRACTOR hereby irrevocably designates and appoints the CITY and its duly authorized officers and agents as CONTRACTOR's agent and attorney-in-fact, to act for and in CONTRACTOR's behalf and stead to execute and file any such application or applications and to do all other lawfully

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permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by CONTRACTOR. Provided, however, nothing herein contained is intended nor shall it be construed to require CONTRACTOR to transfer any ownership interest in CONTRACTOR's best practice and benchmarking information to the CITY.

8.7 Within a period not to exceed forty-five (45) days from the termination date of this CONTRACT, CONTRACTOR shall submit all final client and/or fiscal reports and all required deliverables to the CITY. CONTRACTOR understands and agrees that in conjunction with the submission of the final report, CONTRACTOR shall execute and deliver to the CITY a receipt for all sums and a release of all claims against the Project.

8.8 CONTRACTOR shall provide to the Managing City Department all information requested by the Managing City Department relating to CONTRACTOR's board functions. Information required for submission shall include but may not be limited to:

(a) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);

(b) Current Bylaws and Charter;

(c) Terms of Officers;

(d) Amendments to Bylaws;

(e) Schedule of anticipated board meetings for current Fiscal Year;

(f) Minutes of board meetings that are approved by CONTRACTOR's board will become part of the CONTRACTOR's Project records and as such, must be available to the CITY staff upon request, provided; however, CONTRACTOR shall submit to the CITY minutes of board meetings that are approved by the CONTRACTOR's board on a quarterly basis for contracts with the CITY that are in an amount of $1,000,000.00 or greater;

(g) Board agenda, to be submitted at least three (3) business days prior to each board meeting.

8.9 CONTRACTOR agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 11.3 of this CONTRACT.

IX. INSURANCE

9.1 CONTRACTOR agrees to comply with the following insurance provisions:

(a) Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish copies of all required endorsements and completed Certificate(s)

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of Insurance to the Department, which shall be clearly labeled "*insert name of project/contract*" 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. CITY will not accept a memorandum of insurance or binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this CONTRACT until such certificate and endorsements have been received and approved by the Department. No officer or employee, other than CITY's Risk Manager, shall have authority to waive this requirement.

(b) CITY reserves the right to review the insurance requirements of this Article XVII 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 whereby CITY may incur increased risk.

(c) A CONTRACTOR's financial integrity is of interest to CITY; therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	$1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *e. Explosion, Collapse, Underground	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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c. Hired Vehicles	
5. *Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. *Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. *Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property
****Please consult w/ RM to amend the insurance table to suit the scope of your contract****	
*if applicable	

(d) CONTRACTOR agrees to require, by written contract, that all sub-contractors providing goods or services hereunder obtain the same categories of insurance coverage required of CONTRACTOR herein, and provide a certificate of insurance and endorsement that names the CONTRACTOR and the CITY as additional insureds. Policy limits of the coverages carried by sub-contractors will be determined as a business decision of CONTRACTOR. CONTRACTOR shall provide CITY with said certificate and endorsement prior to the commencement of any work by the sub-contractor. 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 CONTRACT. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the CONTRACT for all purposes.

(e) As they apply to the limits required by the CITY, CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. CONTRACTOR shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within ten (10) calendar days. CONTRACTOR shall pay any costs incurred resulting from provision of said documents.

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

(f) CONTRACTOR agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

(1) 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;

(2) Provide for an endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy;

(3) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of CITY.

(4) Provide advance written notice directly to CITY of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

(i) Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its sub-contractors' performance of the work covered under this CONTRACT.

(j) It is agreed that CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by CITY for liability arising out of operations under this CONTRACT.

(k) 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

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or on behalf of CITY shall be limited to insurance coverage provided.

(l) CONTRACTOR and any sub-contractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of CITY, individually or 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 CITY, directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including, but not limited to, any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and each of 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 Section 10.1 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 CONTRACTOR 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.

10.2 The provisions of the indemnity in Section 10.1 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. CONTRACTOR shall advise the CITY in writing within twenty-four (24) hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under Section 10.1 and this Section 10.2.

10.3 CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR 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 CONTRACTOR fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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.

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10.4 In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any sub-contractor, 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 CONTRACTOR or any sub-contractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

11.1 CONTRACTOR 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. Failure to comply with the above-referenced law and regulations could subject CONTRACTOR to suspension of payments, termination of this CONTRACT, and debarment and suspension actions.

11.2 CONTRACTOR understands that certain funds provided it pursuant to this CONTRACT are funds which have been made available by the CITY's General Operating Budget and/or by federal, state, or other granting entities. Consequently, CONTRACTOR agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by CONTRACTOR hereunder as directed by the CITY or as required in this CONTRACT. In addition, CONTRACTOR shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by CONTRACTOR hereunder:

(a) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";

(b) OMB Circular A-87, entitled, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";

(d) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and

(e) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations."

11.3 All of the work performed under this CONTRACT by CONTRACTOR shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, CONTRACTOR shall comply with the following:

(a) Local Government Records Act of 1989 official record retention schedules;

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(b) Government Code Chapter 552 pertaining to Texas Public Information Act;

(c) Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services; and

(d) Texas Local Government Code.

In addition to the applicable laws referenced above, CONTRACTOR must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to CONTRACTOR hereunder originated. For example, CDBG contractors are required to follow applicable CDBG regulations.

11.4 CONTRACTOR shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, CONTRACTOR agrees to abide by all applicable provisions of the City of San Antonio Ordinance No. 69403 on file in the City Clerk's Office. Additionally, CONTRACTOR certifies that it will comply fully with the following non-discrimination, minimum wage, and equal opportunity provisions, including but not limited to:

(a) Title 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; (Title 20 USC sections 1681-1688);

(e) Fair Labor Standards Act of 1938, as amended;

(f) Equal Pay Act of 1963, P.L. 88-38; and

(g) All applicable regulations implementing the above laws.

11.5 CONTRACTOR warrants that any and all taxes that CONTRACTOR may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of this CONTRACT. CONTRACTOR shall comply with all applicable local, state, and federal laws including, but not limited to:

(a) Worker's compensation;

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(b) Unemployment insurance;

(c) Timely deposits of payroll deductions;

(d) Filing of Information on Tax Return Form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.;

(e) Occupational Safety and Health Act regulations; and

(f) Employee Retirement Income Security Act of 1974, P.L. 93-406.

11.6 CONTRACTOR agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

11.7 CONTRACTOR agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies, and procedures as they may be promulgated.

11.8 All expenditures by CONTRACTOR or any of its subcontractors must be made in accordance with all applicable federal, state, and local laws, rules and regulations.

11.9 CONTRACTOR shall submit to the Managing City Department on an annual basis Form
990 or 990T.

XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 CONTRACTOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this CONTRACT upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the CONTRACTOR or the CITY. For breach or violation of this warrant, the CITY shall have the right to terminate this CONTRACT without liability or, at its discretion, to deduct from the CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

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

12.3 CONTRACTOR 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

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appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

12.4 No member of the 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 CONTRACT shall:

(a) Participate in any decision relating to this CONTRACT 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; or

(b) Have any direct or indirect interest in this CONTRACT or the proceeds thereof.

12.5 CONTRACTOR acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. An officer or employee has "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee, his parent, child or spouse, a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity, a business entity in which any individual or entity above listed is subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

12.6 CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, (that neither CONTRACTOR nor his or her spouse, parent, child, sibling or first-degree relative is a CITY officer or employee as defined by Section 2-52 (e) of the CITY Ethics Code. If CONTRACTOR is a business entity, CONTRACTOR representative further warrants and certifies that no CITY officer or employee nor any spouse, parent, child sibling or first-degree relative of a CITY officer or employee owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity). CONTRACTOR further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XIII. TERMINATION

13.1 Termination for Cause – Should CONTRACTOR fail to fulfill, in a timely and proper manner, obligations under this CONTRACT to include performance standards established by the CITY, or if CONTRACTOR should violate any of the covenants, conditions, or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the CITY alone, and its decision

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shall be final. It is further expressly understood and agreed by the parties that CONTRACTOR's performance upon which final payment is conditioned shall include, but not be limited to, CONTRACTOR's complete and satisfactory performance, of its obligations for which final payment is sought.

13.2 Termination for Convenience – This CONTRACT may be terminated in whole or in part when the CITY determines that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such termination by the CITY shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. CONTRACTOR shall also have the right to terminate this CONTRACT and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the CITY alone, and its decision shall be final. It is further expressly understood and agreed by the parties that CONTRACTOR's performance upon which final payment is conditioned shall include, but not be limited to, CONTRACTOR's complete and satisfactory performance of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, the CITY may delay, suspend, limit, or cancel funds, rights, or privileges herein given CONTRACTOR for failure to comply with the terms and provisions of this CONTRACT. Specifically, at the sole option of the CITY, CONTRACTOR may be placed on probation during which time the CITY may withhold reimbursements in cases where it determines that the CONTRACTOR is not in compliance with this CONTRACT. CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT, and the CITY may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the CITY.

13.4 Should CONTRACTOR be debarred by the CITY pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within the CITY's sole and absolute discretion, be grounds for termination for cause.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

14.1 CONTRACTOR agrees that no funds provided from or through the CITY shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this CONTRACT be assigned to work for or on behalf of any partisan or non-partisan political activity.

14.2 CONTRACTOR agrees that no funds provided under this CONTRACT may be used in any way to attempt to influence, in any manner, a member of congress or any other state or local elected or appointed official.

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14.3 The prohibitions set forth in Article XIV; Sections 14.1 and 14.2 of this CONTRACT include, but are not limited to, the following:

(a) 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;

(b) Working or directing other personnel to work on any political activity during time paid for with CITY funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(c) Coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(d) Using facilities or equipment paid for, in whole or in part with CITY funds for political purposes including physical facilities such as office space, office equipment, or supplies, such as telephones, computers, fax machines, during and after regular business hours.

14.4 To ensure that the above policies are complied with, CONTRACTOR shall provide every member of its personnel paid out of CITY funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. CONTRACTOR shall list the name and number of a contact person from the Managing City Department on the statement that CONTRACTOR's personnel can call to report said violations.

14.5 CONTRACTOR agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to CONTRACTOR under this CONTRACT may, at the CITY's discretion, be withheld until the situation is resolved.

14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with CITY funds.

XV. PERSONNEL MANAGEMENT

15.1 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

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15.2 CONTRACTOR is permitted to pay its full time employees for the total number of holidays authorized by the City Council for the City of San Antonio employees. If the CONTRACTOR elects to observe more than the total number of holidays authorized by the City Council for the City of San Antonio employees, then such additional days are not eligible for reimbursement under this CONTRACT.

15.3 CONTRACTOR agrees that the job titles and descriptions set forth in the Project Budget (Exhibit "B") that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this CONTRACT approved by the Director of the Managing City Department.

15.4 CONTRACTOR agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.

15.5 CONTRACTOR agrees to provide the CITY with the names and license registration of any employees of contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this CONTRACT.

15.6 At the sole discretion of the Director of the Managing City Department, CONTRACTOR may be reimbursed by the CITY for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(a) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this CONTRACT;

(b) To serve as a juror;

(c) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, CONTRACTOR may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(d) To attend seminars or workshops.

15.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of CONTRACTOR may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through CITY funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

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XVI. ADVERSARIAL PROCEEDINGS

16.1 CONTRACTOR agrees to comply with the following special provisions:

(a) Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity; and

(b) CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

XVII. CITY-SUPPORTED PROJECT

17.1 CONTRACTOR shall publicly acknowledge that this Project is supported by the CITY as directed by the Managing City Department.

XVIII. EQUIPMENT

18.1 CONTRACTOR understands and agrees that if equipment is authorized in the CONTRACTOR's approved budget, prior approval must be requested and received from the CITY for the purchase of non-expendable items which equal or exceed the single unit cost of $100.00 and which have an expected lifetime of more than one year, and for groups of items equaling or exceeding the total cost of $100.00 and which have an expected lifetime of more than one year. CONTRACTOR retains ownership of all equipment/property purchased with funds received through the CITY. It is understood that the terms, "equipment," and "property," as used herein, shall include not only furniture and other durable property, but also vehicles.

18.2 CONTRACTOR shall not use equipment acquired with Community Development Block Grant funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. CONTRACTOR shall use the equipment for the Project as long as needed, whether or not the Project continues to be supported by Federal funds, but shall not encumber the equipment without approval of HUD. When the equipment is no longer needed for this Project, CONTRACTOR shall use the equipment in connection with CDBG activities. Equipment not needed by CONTRACTOR for CDBG activities shall be transferred to the CITY for its CDBG program or may be retained by CONTRACTOR after compensating the CITY. If the CONTRACT is terminated for cause, CONTRACTOR agrees that title to such equipment/property shall, at the CITY's sole option, revert to the CITY at the CONTRACT's termination. CONTRACTOR agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination for cause of this CONTRACT.

18.3 During the time that equipment is used on this Project, CONTRACTOR shall make it available for use on other projects or programs if such other use will not interfere with the work on this Project. First preference for such other use shall be given to other projects or

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programs sponsored by HUD that financed the equipment; second preference shall be given to projects or programs sponsored by other Federal awarding agencies. If the equipment is owned by the Federal Government, use on other activities not sponsored by the Federal Government shall be permissible only if authorized by HUD. User charges shall be treated as program income.

18.4 CONTRACTOR shall maintain accurate records on all items obtained with CITY funds to include:

(a) A description of the equipment, including the model and serial number, or other identification number, if applicable;

(b) The date of acquisition, cost, and procurement source, purchase order number, and vendor number;

(c) Information from which one can calculate the percentage of Federal participation in the cost of the equipment;

(d) An indication of whether the equipment is new or used;

(e) The vendor's name (or transferred from);

(f) The location and condition of the equipment and the date the information was reported;

(g) The property number shown on the property tag; and

(h) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where CONTRACTOR compensates the CITY or HUD for its share.

18.5 CONTRACTOR shall provide to the CITY an annual physical inventory of equipment and a reconciliation of the results with the equipment records. CONTRACTOR shall investigate any differences between quantities determined by the physical inspection and those shown in the accounting records to determine the causes of the difference. CONTRACTOR shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

18.6 CONTRACTOR is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with CITY funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). CONTRACTOR shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that CONTRACTOR discovers the lost, stolen, missing, damaged, and/or

SAMPLE

destroyed equipment/property. The report submitted by CONTRACTOR to the Managing City Department shall minimally include:

(a) A reasonably complete description of the missing damaged or destroyed articles of property, including the cost and serial number and other pertinent information;

(b) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and

(c) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

18.7 CONTRACTOR shall implement adequate maintenance procedures to keep the equipment in good condition. Additionally, all equipment purchased under this CONTRACT shall be fully insured against fire, loss, and theft.

18.8 CONTRACTOR agrees that no equipment purchased with CITY funds may be disposed of without receiving prior written approval from the Managing City Department. Where CONTRACTOR is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return, and all sale proceeds shall be program income, prorated to reflect the extent to which Community Development Block Grant funds were used to acquire the equipment. In cases of theft and/or loss of equipment, it is the responsibility of CONTRACTOR to replace it with like equipment. CITY funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with CITY funds.

XIX. TRAVEL

19.1 The cost associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

(a) CONTRACTOR agrees that mileage reimbursement paid to CONTRACTOR's employees shall be reimbursed at a rate no more liberal than the CITY's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. CONTRACTOR further agrees that in order for its employees to be eligible for mileage reimbursement, the employees: 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the CITY. CONTRACTOR shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with CONTRACTOR.

(b) CONTRACTOR agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this CONTRACT,

SAMPLE

CONTRACTOR shall: 1) provide the CITY with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the CITY's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such; and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

20.1 CONTRACTOR agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the acquisition, construction, operation, maintenance, administration or rehabilitation of a facility to the extent that that facility is used for inherently religious activities, such as worship, religious instruction, or proselytization. CONTRACTOR further agrees not to engage in inherently religious activities, such as worship, religious instruction, or proselytization when using said facility.

XXI. DEBARMENT

21.1 CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

21.2 CONTRACTOR shall provide immediate written notice to the CITY, in accordance with the notice requirements of Article XXV herein, if, at any time during the term of this CONTRACT, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXII. ASSIGNMENT

22.1 CONTRACTOR shall not assign or transfer CONTRACTOR's interest in this CONTRACT or any portion thereof without the written consent of the City Council for the City of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIII. AMENDMENT

23.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both the CITY and CONTRACTOR and evidenced by passage of a subsequent CITY ordinance, as to the CITY's approval, provided; however, the Director of the Managing City Department shall have the authority to execute an amendment of this CONTRACT without the necessity of seeking any further approval by the City Council for the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

SAMPLE

(a) An increase in funding of this CONTRACT in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this CONTRACT or (b) $25,000.00, whichever is the lesser amount, provided; however, that the cumulative total of all amendments increasing contract funding during the term of this CONTRACT shall not exceed the foregoing amount;

(b) Modifications to the Performance Measures set forth in Exhibit "C" hereto, so long as the terms of the amendment stay within the parameters set forth in the Statement of Work, also set forth in Exhibit "A" hereto;

(c) Budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3.1 of this CONTRACT remains unchanged, provided; however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the Project Budget (Exhibit "B") of this CONTRACT; and

(d) Modifications to the insurance provisions described in Article IX of this CONTRACT that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.

XXIV. SUBCONTRACTING

24.1 None of the work or services covered by this CONTRACT shall be sub-contracted without the prior written consent of the Grantor of the grant source, if so required by said Grantor.

24.2 CONTRACTOR must comply with all applicable local, state and federal procurement standards, rules, regulations, and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the CITY has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the CITY. If, in the sole determination of the CITY, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by CONTRACTOR with respect to any of its sub-contracts, then CONTRACTOR will be deemed to be in default of this CONTRACT, and as such, this CONTRACT will be subject to termination in accordance with the provisions hereof.

24.3 Any work or services for sub-contracting hereunder, shall be sub-contracted 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 sub-contractors with this CONTRACT shall be the responsibility of CONTRACTOR. CONTRACTOR agrees that payment for services of any sub-contractor shall be submitted through CONTRACTOR, and CONTRACTOR shall be responsible for all payments to sub-contractors.

24.4 CONTRACTOR certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

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XXV. OFFICIAL COMMUNICATIONS

25.1 For purposes of this CONTRACT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Neighborhood and Housing Services Department
1400 S. Flores
San Antonio, Texas 78204
Attn: Loan Servicing

CONTRACTOR:

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVI. VENUE

26.1 CONTRACTOR and the CITY agree that this CONTRACT shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this CONTRACT or adjudicate any dispute arising out of this CONTRACT shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVII. GENDER

27.1 Words of any gender used in this CONTRACT 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.

XXVIII. AUTHORITY

28.1 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures, and guarantees that he has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all of the terms, conditions, provisions and obligations herein contained. CONTRACTOR shall provide evidence to the CITY upon execution of this CONTRACT that it is currently operating as a non-profit entity with a current Internal Revenue Code, Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the CITY in the application for funding. Whether a non-profit or for-profit entity, CONTRACTOR must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. CONTRACTOR shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this CONTRACT.

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XXIX. LICENSES AND TRAINING

29.1 CONTRACTOR warrants and certifies that CONTRACTOR's employees and its subcontractors have the requisite training, license, or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXX. INDEPENDENT CONTRACTOR

30.1 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

30.2 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.

30.3 Any and all of the employees of CONTRACTOR, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of CONTRACTOR only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of CONTRACTOR.

XXXI. SEVERABILITY

31.1 If any clause or provision of this CONTRACT 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, 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 CONTRACT 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 CONTRACT that is invalid, illegal or unenforceable, there be added as a part of this CONTRACT 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.

XXXII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXII shall apply to all contracts considered "high risk" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

32.1 CONTRACTOR acknowledges that City Code, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or

SAMPLE

Request for Qualifications (RFQ) until thirty (30) calendar days following the contract award. CONTRACTOR understands that if the legal signatory entering this CONTRACT has made such a contribution, the CITY may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

32.2 CONTRACTOR acknowledges that the CITY has identified this CONTRACT as high risk.

32.3 CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that the individual signing this CONTRACT has not made any contributions in violation of City Code, Section 2-309, and will not do so for thirty (30) calendar days following the award of this CONTRACT. Should the signor of this CONTRACT violate this provision, the City Council may, in its discretion, declare this CONTRACT void.

XXXIII. ENTIRE CONTRACT

33.1 This CONTRACT and its attachments, if any, constitute the entire and integrated contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

[***Signature page follows.***]

SAMPLE

IN WITNESS WHEREOF, CITY and SUB-GRANTEE have executed this AGREEMENT effective as of the date last written below.

CITY OF SAN ANTONIO,
a Texas municipal corporation

By: _____

Director
Neighborhood and Housing Services
Department

Date: _____

CONTRACTING AGENCY:

By:_____

Date: _____

APPROVED AS TO FORM:

By: _____

Assistant City Attorney

ATTACHMENTS:
Exhibit "A" – Work Statement
Exhibit "B" – Project Budget
Exhibit "C" – Technical Workbook
Exhibit "D" – Performance Records/Reports
Exhibit "E" – Invoice/Billing Package
Exhibit "F" – Special Provisions

SAMPLE

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

STATEMENT OF WORK
Haven for Hope Homeless Encampment Housing Program

PROGRAM OBJECTIVE: Haven for Hope (H4H) will support the COSA DHS proactive homeless encampment outreach plan, by providing outreach and supportive services at designated homeless encampment locations. This will be accomplished through reduction of housing barriers for the most vulnerable homeless population and to increase housing retention rates through self sustainability.

SERVICE PLAN: Haven for Hope (H4H) will provide unrestricted assistance to homeless individuals and families in mitigating barriers that would preclude them from obtaining permanent housing without intervention. H4H Outreach Teams will engage and transport at least 40 individuals from homeless encampments to Haven for Hope to complete intake processing and initiate data performance tracking.

- **Moving In Housing Assistance (MIHA):** To pay for the initial housing costs that may otherwise not be covered under other programs to include but not limited to application fees, security deposit, pet deposit, utility connections and arrears, or other fees necessary to secure housing.
- **Reunification Transportation:** Funds one-way ground transportation nationwide to destination of choice. Haven for Hope will ensure family or friends are willing to temporarily house the client and assist with their future housing needs.
- **HMIS Data tracking:** All clients transported from the designated homeless encampments will be enrolled in HMIS and tracked by a unique record of service. Case notes will be added to address and identify client housing and transportation needs and disposition of final housing plan. Clients will be tracked by the city council district and associated street address they were transported.

TARGETED POPULATION: Homeless individuals and families identified at encampments in the Greater San Antonio Area.

NUMBER OF PARTICIPANTS CLIENTS SERVED:

- 40 individuals will be transported to the Haven for Hope campus and processed for housing or reunification transportation assistance.

Deliverables	**Costs**
15 Homeless households placed into permanent Housing at an estimated $2,500 per household to support security deposit, first month rent, and utilities assistance.	$37,500
25 Individuals provided with Reunification bus transportation at an estimated $500 per client	$12,500
Total	**$50,000**

STATEMENT OF WORK
SAMMinistries Rapid Re-housing Program
$99,955

SAMMinistries will provide rental assistance and comprehensive ongoing case management to 32 unsheltered individuals and families in San Antonio. Rental assistance will be provided for 3 - 4 months with an average amount of $600 per month of rental assistance per household. CDBG funds will be used for rental assistance and salaries for a case manager.

TARGETED POPULATION: Homeless individuals and families in the Greater San Antonio Area.

NUMBER OF PARTICIPANTS CLIENTS SERVED:

- 32 individuals will be provided rental assistance and case management services

Contact Information:

San Antonio Metropolitan Ministry, Inc.
Dorothy Morris
Chief Financial Officer
5254 Blanco Road
San Antonio, TX 78216
dmorris@samm.org
Office (210) 321-5623
Fax (210) 348-6798

PROFESSIONAL SERVICES AGREEMENT
FOR
PLANNING AND ANALYSIS SERVICES OF AIR QUALITY DATA

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This AGREEMENT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as **"**CITY**"**), a Texas municipal corporation, acting by and through its City Manager or her designee, and the Alamo Area Council of Governments (AACOG), (hereinafter referred to as **"**CONSULTANT**"**) both referred to collectively herein as the "Parties";

The Parties hereto agree to the contract provisions detailed below.

I. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon execution by City and terminate upon completion of all tasks as described in Exhibit I entitled "Work Plan-City of San Antonio: San Antonio Planning and Analysis Services of Air Quality Data", but no later than September 30, 2018.

II. SCOPE OF SERVICES

Under the terms of the deliverables-based work plan, which is attached hereto and incorporated herein for all purposes, the City will commission the AACOG to perform planning and analysis services of air quality data to inform local and regional air quality policy. The program will provide information on current and future air quality trends and evaluate specific air quality strategies for effectiveness.

III. COMPENSATION TO CONSULTANT

3.1 In consideration of Consultant's performance in a satisfactory and efficient manner, City agrees to pay consultant $125,000.00 as total compensation. It is understood and agreed by the Parties that the City does not guarantee any minimum volume of work, and that Contractor will be paid for actual work performed, provided that Contractor shall present City with an invoice for all services monthly within 14 days of the end of the month. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice. Final acceptance of work products and services require written approval by the Chief Sustainability Officer (Director, Office of Sustainability).

City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

3.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. Total payments to Consultant cannot exceed that amount set forth in section 3.1, without prior approval and agreement of all parties, evidenced in writing. Any additional payment

that increases the total contract value up to $25,000.00 may be approved by the Director. Any additional payment that increases the total contract value above $25,000.00 and up to $50,000.00 shall be approved by the Department's Executive Leadership Team member. Any additional payment that increases the total contract value over $50,000.00 shall be approved by the San Antonio City Council as evidenced by passage of an ordinance.

3.3 Consultant shall deliver invoice for payment to:

Liza Meyer, Special Projects Manager
Office of Sustainability
P.O. Box 839966
San Antonio, TX 78283-3966
liza.meyer@sanantonio.gov

IV. RECORDS RETENTION

4.1 Consultant 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"), 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.

4.2 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 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, 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 said documents to City prior to, or at the conclusion of, said retention period.

4.3 Consultant shall immediately notify City in the event Consultant receives any requests for information from a third party which pertain to the documentation and records referenced herein. Consultant understands and agrees that City and the Consultant will jointly process and handle all such requests.

V. OWNERSHIP OF DOCUMENTS

All writings, documents or information in any form and character produced by Consultant under the provisions of this Agreement is the exclusive property of City and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant. City may, at is election require Consultant to return all documents to City prior to or at the conclusion of the project, however, Consultant shall retain a copy for its own records retention to respond to any open records requests that Consultant may receive after the project is completed and has been accepted by the City. All parties agree that the documents are Public Records and subject to public access in accordance with the Texas Government Code, Chapter 552.

VI. TERMINATION

6.1 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.

6.2 Termination Without Cause**.** This Agreement may be terminated by City upon delivery of written notice to Consultant by Chief Sustainability Officer, or his designee. Notice to be sent as set forth in Section XX of this Agreement.

6.3 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.

6.4 Regardless of how this Agreement is terminated, Consultant shall affect 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 Consultant**,** or provided to Consultant**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article IV. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense.

6.5 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

6.6 Termination not sole remedy. In no event shall City's action of terminating this Agreement 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.

6.7 Mutual Termination: Either party may terminate the Agreement without cause within 30 days of execution for any reason by providing written notice to the other party in accordance with Section XX of this Agreement.

VII. INSURANCE

7.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Office of Sustainability, which shall be clearly labeled "Planning and Analysis Services of Air Quality Data" in the Description of Operations block of the Certificate. The original 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Environmental Policy. The City shall notify Consultant

within ten days of receipt if such certificate and endorsements are not acceptable. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

7.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk. Consultant reserves the right to terminate the Agreement, if City elects to increase insurance requirements under this section.

7.3 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 Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, 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 below:

TYPE	**AMOUNT**
(A) Worker's Compensation, and	Statutory
Employer's Liability, if applicable	$1,000,000/$1,000,000/$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000 or its equivalent in umbrella Or excess liability coverage (1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability

7.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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. Consultant reserves the right to terminate the Agreement if City elects to exercise its rights under this section save and except a request for copies of polices, declaration pages and endorsements

City of San Antonio
Office of Sustainability
Attn: Douglas Melnick
Chief Sustainability Officer

P.O. Box 839966
San Antonio, Texas 78283-3966

7.5 Within five (5) calendar 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

7.6 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 hereunder until Consultant demonstrates compliance with the requirements hereof.

7.7 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 Agreement.

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

7.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

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

VIII. INDEMNIFICATION

AACOG and CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

IX. ASSIGNMENT AND SUBCONTRACTING

9.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees of Consultant. Consultant and its employees shall perform all necessary work.

9.2 Before utilizing any subcontractor to perform any part of the work identified in this Agreement, the Consultant shall seek written authorization from the Chief Sustainability Officer, who shall have the sole discretion to approve or reject such a request. Any work or 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 Agreement. Compliance by subcontractors with this Agreement shall be the

responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor or employee of Consultant**,** for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

9.3 Except as otherwise stated herein, Consultant 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 Chief Sustainability Officer. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

9.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VI. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

X. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree 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 Agreement and that the Consultant has no authority to bind the City.

XI. CONFLICT OF INTEREST

11.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2.43 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business 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.

11.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither

officers nor employees of the City, save and except elected City officials and city employees serving on the AACOG Board or committees. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XII. AMENDMENTS

Except where 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 Consultant, and subject to approval by the Chief Sustainability Officer.

XIII. SEVERABILITY

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.

XIV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant 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.

XV. COMPLIANCE

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

XVI. NONWAIVER OF PERFORMANCE

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 Chief Sustainability Officer, as described in Article XII. 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.

XVII. LAW APPLICABLE

17.1 **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.**

17.2 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.

XVIII. LEGAL AUTHORITY

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

XIX. PARTIES BOUND

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

XX. NOTICE

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:	If intended for Consultant, to:
City of San Antonio Attn: Douglas Melnick Chief Sustainability Officer Office of Sustainability P.O. Box 839966 San Antonio, Texas 78283-3966	AACOG Attn: Diane Rath Executive Director 8700 Tesoro Drive, Suite 700 San Antonio, Texas 78217

XXI. ENTIRE AGREEMENT

This Agreement, together with Exhibit I, 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 hereto, and duly executed by the parties, in accordance with Article XII. Amendments.

XXII. INCORPORATION OF EXHIBITS

Exhibit I, entitled "Work Plan – City of San Antonio: Planning and Analysis Services of Air Quality Data", is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be fully incorporated into this agreement:

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

Douglas Melnick,
Chief Sustainability Officer
Director, Office of Sustainability
Date:

Approved As To Form:
Andrew Segovia
City Attorney

By: Assistant City Attorney

CONSULTANT: AACOG
Diane Rath, Executive Director

Diane Rath
Executive Director
Date:

AACOG General Counsel

Exhibit I

Work Plan – City of San Antonio: Planning and Analysis Services of Air Quality Data

Under the terms of this work plan, City of San Antonio (CoSA) commissions the Alamo Area Council of Governments (AACOG) to perform planning and analysis services of air quality data to inform local and regional air quality policy. AACOG will provide information on current and future air quality trends and evaluate specific air quality strategies for effectiveness. Air quality planning and analysis services may include the following services; City has the right to amend or cancel any of these tasks:

1) On-call ozone data sharing and analysis;
2) Performance of air quality modeling sensitivity runs;
3) Completion of an emissions inventory for construction equipment; and
4) Cost-benefit analysis of local control strategies and measures
5) Provide a written report completing the analysis of the projected impact of selected control strategy scenarios on local ozone concentrations

Deliverables can include, but are not limited to:

- A maximum of fifteen project status meetings with the COSA/Bexar County Project Oversight Committee;
- A maximum of eight briefings to elected officials and/or COSA/Bexar County; executives and other stakeholders, as designated by the City of San Antonio;
- A maximum of four one-page summaries, generated for executives and policy makers, as part of the final report, in a plain-language format using informational graphics;
- Two technical reports depicting data findings and analysis; and
- A maximum of six meetings with members of various industries to provide support in presenting data and findings.

Cost: $125,000.00.

Payment Schedule: CoSA will pay AACOG the amount invoiced within 30 calendar days of receipt and approval of AACOG's invoice. Invoices must include a narrative progress report and itemization of billable hours outlined by task and employee position.

PROFESSIONAL SERVICES AGREEMENT
FOR
GEEKDOM, LC

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2017 and Geekdom, LC a TX limited liability company by and through its _____ ("Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.

1.2 "Consultant" is defined in the preamble of this Agreement and includes its successors.

1.3 "Director" shall mean the director of City's Innovation Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for a period of one year to commence upon the last party to execute this Agreement. City shall have options to renew and amend this Agreement for three (3) subsequent one (1) year contract periods each not to exceed $150,000.00 per year, subject to 2.2 below with no further City Council approval. Each option shall be in writing and executed prior to expiration of the current term.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in Attachment 1 entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination,

in whole or in part, should Consultant's work not be satisfactory to Director. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

IV. COMPENSATION TO CONSULTANT

4.1 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 this Agreement, City agrees to pay Consultant an amount not to exceed $150,000.00 as total compensation in four equal payments, to be paid to Consultant as follows:

> Quarterly, based upon the scope of services included as Attachment 1. The **underlined segments** included within the scope of services are required to be completed and delivered prior to invoice submission for each quarterly payment. Items which are not underlined are intended to be performed/completed throughout the contractual term and not necessarily in one particular quarter. All contract segments must be completed prior to final quarterly payment.

4.2 Consultant shall submit invoices to City quarterly, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Innovation Department, P.O. Box 839966, San Antonio, Texas 78283-3966.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.

4.4 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement (the "Work Product") is the exclusive property of City without limitation**;** and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant**.**

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information constituting the Work Product, City has the right to use all such Work Product as City desires, without restriction.

5.3 City agrees that if, at any time following the termination or expiration of this Agreement, it ceases to fund, the techSAport program (as described in Attachment 1), City may sell, transfer, and

assign all rights, title, and interest in the Work Product to Consultant.

VI. RECORDS RETENTION

6.1 Consultant 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”), and shall make such materials available to the City following reasonable advance request, 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.

6.2 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 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, 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 at its sole cost and expense.

6.3 Consultant shall promptly notify City in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

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

7.2 Termination Without Cause. This Agreement may be terminated by either party without cause upon 30 (thirty) calendar days’ written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, either party 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:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or

7.3.2 Any material breach of the terms of this Agreement.

7.4 Defaults With Opportunity for Cure. Should either party default in the performance of this Agreement in the following manner:

[all underlined segments set forth in Attachment 1 Scope of Services, save for "Residency Program" deliverables which are a Termination for Cause event]

this shall be considered an event of default. The non-defaulting party shall deliver written notice of said default specifying such matter(s) in default. The defaulting party shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If the defaulting party fails to cure the default within such 30 day cure period, the non-defaulting party shall have the right, without further notice, to terminate this Agreement in whole or in part as it deems appropriate, and the City may contract with another consultant to complete the work required in this Agreement.

7.4.1 Failure of Consultant to comply with the terms and conditions stated in Article XIV. SBEDA;
7.4.2 Bankruptcy or selling substantially all of Consultant's assets;
7.4.3 Failing to perform or failing to comply with any covenant herein required; or
7.4.4 Consultant Performing unsatisfactorily.

7.5 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.

7.6 Regardless of how this Agreement is terminated, Consultant 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 ("Work Product") rendered by Consultant**,** or provided to Consultant**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested by City.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 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 Consultant for any default hereunder or other action.

VIII. NOTICE

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:

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

If intended for Consultant, to:

Lorenzo Gomez, III
David Garcia, Jr.
Geekdom, LC
110 E Houston St, 7th Floor
San Antonio, Texas 78205

IX. NON-DISCRIMINATION

Non-Discrimination. 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.

X. INSURANCE

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Agreement	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

10.4 Consultant agrees to be solely responsible for subcontractor(s). Consultant agrees to hold subcontractor to limits as required by Consultant.

10.5 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: Innovation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 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, general liability and automobile liability policies 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 not less than ten (10) calendar days advance notice for nonpayment of premium.

10.7 Within five (5) calendar 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 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 hereunder until Consultant demonstrates compliance with the requirements hereof.

10.9 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 Agreement.

10.10 Reserved

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City

shall be limited to insurance coverage provided.

10.12 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 **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 Agreement, 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 Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct 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.**

11.2 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 5 days of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT 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.

11.3 Defense Counsel - City shall have the right 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 Agreement. 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.

11.4 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.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: 1) Website Developer (to be selected by Consultant) and 2) Marketing agency (to be selected by Consultant). Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

12.3 Any work or 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 Agreement. Compliance by subcontractors with this Agreement 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. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, Consultant 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 Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree 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 Agreement and that the Consultant has no authority to bind the City.

XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

Consultant understands and agrees the following provisions shall be requirements of the Funding Agreement and Consultant, in acknowledging these requirements, commits to comply with these provisions.

14.1 SBEDA Program. The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

14.2 Definitions.

14.2.1 **Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

14.2.2 **Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

14.2.3 **Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

14.2.4 **Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

14.2.5 **Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective respondents and subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

14.2.6 **Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

14.2.7 **City** – refers to the City of San Antonio, TX.

14.2.8 **Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

14.2.9 **Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

14.2.10 **Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

14.2.11 **Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

14.2.12 **Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

14.2.13 **Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

14.2.14 **Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

14.2.15 **Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at $3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

14.2.16 **Good Faith Efforts** – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting

of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and contractors that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

14.2.17 **HUBZone Firm** − a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

14.2.18 **Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

14.2.19 **Individual −** an adult person that is of legal majority age.

14.2.20 **Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

14.2.21 **Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

14.2.22 **Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

14.2.23 **M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

14.2.24 **M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be

set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

(1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or

(2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

14.2.25 **M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

14.2.26 **Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

14.2.27 **Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than $1/16^{th}$ percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

14.2.28 **Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

14.2.29 **Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

14.2.30 **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

14.2.31 **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

14.2.32 **Race-Conscious −** any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

14.2.33 **Race-Neutral −** any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

14.2.34 **Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

14.2.35 **Respondent –** a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

14.2.36 **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

14.2.37 **Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

14.2.38 **San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

14.2.39 **Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of

a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

14.2.40 **SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

14.2.41 **Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

14.2.42 **Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

14.2.43 **Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

14.2.44 **Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

14.2.45 **Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

14.2.46 **Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

14.2.47 **Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain

dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

14.2.48 **Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the Consultant's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of Consultant's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

14.2.49 **Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

14.3 SBEDA Program Compliance – General Provisions

As Consultant acknowledges that the terms of the City's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the City's SBEDA Policy & Procedure Manual are in furtherance of the City's efforts at economic inclusion and, moreover, that such terms are part of Consultant's scope of work as referenced in the City's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. Consultant voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the City. Without limitation, Consultant further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

14.3.1 Consultant shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Consultant's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;

14.3.2 Consultant shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Consultant or its Subcontractors or suppliers;

14.3.3 Consultant shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

14.3.4 Consultant shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Consultant's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Consultant to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Consultant of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

14.3.5 Consultant shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the City, as well as any transfer or change in its ownership or business structure.

14.3.6 Consultant shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

14.3.7 In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Consultant's Subcontractor / Supplier Utilization Plan, the Consultant shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the Consultant and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

14.3.8 Consultant acknowledges that the City will not execute a contract or issue a Notice to Proceed for this project until the Consultant for this project has registered and/or maintained active status in the City's Centralized Vendor Registration System (CVR), and Consultant has represented to City which primary commodity codes each Subcontractor will be performing under for this contract. City recommends <u>all</u> Subcontractors to be registered in the CVR.

14.4 <u>SBEDA Program Compliance – Affirmative Procurement Initiatives</u>. The City has applied the following contract-specific Affirmative Procurement Initiatives to this contract. Consultant hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ***thirty-three percent (33%)*** of the contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA);

The Subcontractor / Supplier Utilization Plan that Grantee submitted to CITY for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by Grantee on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE and Subcontractor's scope of work and confirmation of each M/WBE

Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Grantee to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

14.5 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Consultant represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Consultant shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Consultant's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Consultant shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

14.6 Prompt Payment. Upon execution of this contract by Consultant, Consultant shall be required to submit to City accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the Consultant's reported subcontract participation is accurate. Consultant shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from City. In the event of Consultant's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Consultant, and no new City contracts shall be issued to the Consultant until the City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

14.7 Violations, Sanctions and Penalties. In addition to the above terms, Consultant acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

14.7.1 Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

14.7.2 Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false

writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

14.7.3 Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

14.7.4 Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

14.7.5 Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of Consultant or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

XV. CONFLICT OF INTEREST

15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement 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. Consultant further warrants and

certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where 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 Consultant. Jose De La Cruz, Chief Innovation Officer, shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City. Any amendment having the effect of increasing the amount beyond the original amount of $150,000.00 in this contract shall require further action by the San Antonio City Council.

XVII. SEVERABILITY

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.

XVIII. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant 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.

XIX. COMPLIANCE

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

XX. NONWAIVER OF PERFORMANCE

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 XVI. 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.

XXI. LAW APPLICABLE & LEGAL FEES

21.1 **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.**

21.2 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.

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

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

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

XXIV. CAPTIONS

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.

XXV. INCORPORATION OF ATTACHMENTS

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:

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

27.1 Texas Government Code §2270.002 provides 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.

27.2 "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.

27.3 "Company" 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.

27.4 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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

[*Signatures on Next Page*]

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

CITY OF SAN ANTONIO

_____
(Signature)

Printed Name: _____
Title: _____
Date: _____

CONSULTANT
Geekdom, LC
a TX limited liability company

_____
(Signature)

Printed Name: _____
Title: _____
Date: _____

Approved as to Form:

_____
Assistant City Attorney

ATTACHMENT 1 SCOPE OF SERVICES

The City of San Antonio desires to increase the number of local tech startups applying to the techSAport residency to assist the City in producing high-quality, creative customized City tech solutions. Two goals address this need: 1) to improve the City organization's capacity for innovation by working with outside local talent to address City challenges with customized tech solutions; and 2) to grow the ecosystem that fuels tech startup growth by targeting four levels of tech talent to increase the local supply of tech startups:

1. 6-12 STEM students,
2. Higher Education STEM students,
3. emerging entrepreneurs and
4. tech startups.

Broadly, the techSAport program in year one will accomplish the following:

- Develop, launch and market a structure for attracting and engaging tech talent in addressing City challenges
- Educate the public about the role the City is playing in growing local tech talent to help improve our community's quality of life and access to services
- Launch a collaborative, on-site learning program for 6-12 STEM students, that results in ideas for solving City challenges, in at least one school
- Launch a collaborative, mentoring program for Higher Education STEM students, and maintain connection with those participants to encourage them to participant in entrepreneurial events
- Host at least one entrepreneurial event, such as a code-a-thon, and maintain connection with those participants to encourage them to participant in the residency
- Launch and complete a residency program for tech startups that produces at least two high-quality, viable, implementation-ready tech solutions
- Create a platform for scaling the opportunities to more participants and for developing other funding sources to sustain the program long-term
- Maintain great relationships with strategic partners to help grow interest in, support for and impact of the program
- Maintain great relationships with participants so that they take part in multiple levels of the program; decide to stay in and contribute to the San Antonio community; create a tech startup and/or are placed in tech jobs in the City organization or other local employers

Consulant shall provide support for the TechSAPort program detailed in the following matrix with payment following Article IV, section 4.1 of the contract.

Program Area	Q1 (Nov – Jan)	Q2 (Feb – April)	Q3 (May – July)	Q4 (Aug-Oct)

Program Area	Q1 (Nov – Jan)	Q2 (Feb – April)	Q3 (May – July)	Q4 (Aug-Oct)
Program Operations	• **Deliver and communicate basic program operational plan to City** • Collaborate with CoSA in the development and implementation of a reporting process for the program • Deliver Q1 status report	• Coordinate sponsorship and partnership activities as defined by plan and mutual approval between partner and City • Deliver Q2 status report	• Coordinate sponsorship and partnership activities as defined by plan and mutual approval between partner and City • **Develop and deliver a Sponsorship Strategy for years 2-5 of the program to help sustain the program outside of City government funding** • Deliver Q3 status report	• Coordinate sponsorship and partnership activities as defined by plan and mutual approval between partner and City • **Begin implementation of a Sponsorship Strategy for year 2 of the program** • **Develop and deliver a year in review report**
Website	• **Develop and design website prototype**	• **Launch website**	• Update & maintain website as needed	• Update & maintain website as needed
Marketing	• **Develop and deliver marketing plan to attract startups and to produce content for social media, local media and national media** • **Deliver joint press release announcing techSAport partnership**	• Post at least 2 social media posts about the program per week • Pitch at least one local news story about the program • Pitch at least one national news story about the program • **Deliver joint press release announcing Residency**	• Post at least 2 social media posts about the program per week • Pitch at least one local news story • Pitch at least one national news story • **Provide a plan of execution for Demo Day activities**	• Post at least 2 social media posts about the program per week • Pitch at least one local news story • Pitch at least one national news story • **Deliver joint press release announcing Demo Day** • **Conduct Demo Day**

Program Area	Q1 (Nov – Jan)	Q2 (Feb – April)	Q3 (May – July)	Q4 (Aug-Oct)
6-12 Student Engagement	• Conduct program introduction meeting with CAST Tech • Conduct program introduction meetings with SAISD and other interested local ISD representatives • Conduct program introduction meetings with local organizations with STEM/tech/entrepreneur education missions for possible event collaborations or promotion • **Develop and deliver 6-12 Year 1 project goals and plan to City**	• Conduct projects for spring as defined by mutually approved plan • **Develop and deliver report on spring event results and plans for upcoming summer program**	• Conduct summer projects as defined by mutually approved plan • **Develop and deliver report on summer event results to City** • **Develop and deliver Fall program plan to City**	• Conduct Fall projects as defined by mutually approved plan • Develop and deliver report on fall event results to City • **Provide year-in-review report of program to CoSA**
Higher Education Student Engagement	• **Conduct program introduction meetings with local college representatives** • Develop a program focused on 1) Exposure of entrepreneur programming & events to university students and 2) Plan on how to get CoSA's "Problem Bank" into the curriculum and existing university programs. Conduct program introduction	• Initiate and manage spring semester projects as defined by mutually approved plan • **Present Higher Ed plan to City that identifies specific collegiate partners, organization partners, their means of engagement with the program, and targeted outcomes/events**	• Complete spring semester projects • **Develop and deliver spring semester report to City** • Plan fall semester projects • **Deliver fall projects plan to City**	• Initiate and manage fall semester projects as defined by mutually approved plan • **Provide year-in-review report of program to CoSA**

Program Area	Q1 (Nov – Jan)	Q2 (Feb – April)	Q3 (May – July)	Q4 (Aug-Oct)
	meetings with organizations that share the tech/entrepreneur/ smart city education missions for possible event collaborations or promotion			
Entrepreneurial Engagement	• Coordinate and plan entrepreneurial activities • Initiate marketing activities for Code-a-thon • **Identify upcoming opportunities for entrepreneur engagement (Codeathons, Workshops, Entrepreneur Week, etc) and deliver a plan to the city to get involved.** Included in that plan will be the first thoughts on the style/focus area of TechSAport's official codeathon.	• **Conduct at least one entrepreneurial activity, such as a code-a-thon** • Provide report on entrepreneurial events and results • Host a training for code-a-thon participants on City's data and how to pitch a product	• Participate in promotion, planning, or execution of identified events • **Complete recap of participation to CoSA**	• Plan Code-a-thon with event partners

Program Area	Q1 (Nov – Jan)	Q2 (Feb – April)	Q3 (May – July)	Q4 (Aug-Oct)
Residency Program	• **Establish comprehensive plan for CoSA & TechSAport collaboration in running the Residency Program – this plan will include timelines, areas of responsibility between orgs, marketing/promotion deliverables, and metrics of success.** • Assist CoSA in review/content advice in Residency Program's contract language • Assist and participate in CoSA Challenge selection process	• Begin marketing/exposure campaign for Residency Program and call for applicants • **Hold training sessions about how to navigate RFP submissions and assist startups in preparing their submissions (mentor them through the process)** • Participate in Selection Committee • **Launch Residency**	• Complete Residency activity • Hold training sessions for residency participants on the •	• **Review and deliver results and lessons learned report on residency program** • Plan and document next Residency cycle

PROFESSIONAL SERVICES CONTRACT

PROJECT: SAN ANTONIO HOUSING TRUST
ADMINISTRATION AND STAFFING

****

This CONTRACT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No. _____, dated _____, 2017, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director hereto duly authorized.

WHEREAS, CITY has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

WHEREAS, the City Council and the San Antonio Housing Trust Board of Trustees have approved the disbursement of such funds for specific affordable housing projects or program sponsors; and

WHEREAS, the City Manager, or her designated representative, will be responsible for the fiscal and program monitoring and evaluation of the program as contained in the program statement and program budgets appended as Exhibits "A" and "B" respectively to this performance CONTRACT and incorporated herein for all purposes; and

WHEREAS, the CITY wishes to engage the CONTRACTOR to carry out the described program; **NOW THEREFORE:**

FOR VALUABLE CONSIDERATION, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. GENERAL PROVISIONS

1.1 The CONTRACTOR is an organization, incorporated under the Texas Non-Profit Corporation Act, governed by an autonomous governing body that meets officially at least four times per year.

1.2 The CONTRACTOR hereby represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

1.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that have been made available through the City of San Antonio Housing Trust and will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. The CONTRACTOR agrees to abide by any future amendments or additions to such rules and regulations as they may be promulgated by the CITY or the City of San Antonio Housing Trust Board of Trustees.

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

1.5 In the event a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of the CONTRACTOR, the CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, the CONTRACTOR shall be liable to CITY for any money it has received from CITY hereunder.

1.6 CONTRACTOR and CITY agree that CONTRACTOR is an independent contractor. Neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

1.8 CONTRACTOR understands and agrees that this CONTRACT may be revised and updated by the CITY. Therefore, CONTRACTOR agrees that, at such time as any revisions are adopted through City Council action during the Contract period, this CONTRACT will be amended to include such revision and CONTRACTOR shall be bound by such revisions and amendments; provided, however, that in the event CONTRACTOR does not agree to any change, CONTRACTOR has the option of terminating this CONTRACT by giving thirty days written notice to the CITY. CONTRACTOR has the right to exercise such option within thirty days of receipt of notice of any such revision. Upon failure by CONTRACTOR to exercise such option at the expiration of thirty (30) days, CONTRACTOR will be deemed to have waived such option.

1.9 CITY will not be liable for any expense of CONTRACTOR in its performance of this CONTRACT. Directors, officers, employees or agents of CONTRACTOR will not be deemed officers, employees or agents of CITY.

1.10 If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, or violates any of the covenants, agreements, guarantees or stipulations of this CONTRACT, or if CONTRACTOR violates any rule, regulation or law to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT, CITY will have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of

such termination and specifying the effective date thereof; that date must not be sooner than the end of thirty (30) days following the date such notice is sent.

Previous breach of any of the terms or conditions of this CONTRACT will not constitute a waiver of same or preclude CITY's termination right for successive breach of the same condition.

Notwithstanding any other remedy contained herein or provided by law, and without limiting or waiving any rights and remedies it may otherwise have, CITY may at its sole option, delay, suspend, limit, or cancel funds, rights and privileges herein given CONTRACTOR for failure to timely and properly comply with the letter or spirit of this CONTRACT. CITY may, at its sole option, place CONTRACTOR on probation or suspension during which time CITY may, at its sole option, withhold reimbursements in cases where CITY determines that CONTRACTOR is not in compliance with this CONTRACT. The period of such probation or suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed ninety (90) calendar days. Upon expiration of the probation or suspension period:

(A) Should CITY determine that the default or deficiency has been cured, CONTRACTOR may, at CITY's sole option, be restored to full compliance status and paid all eligible reimbursements withheld during such probation or suspension period; or

(B) Should CITY determine continued non-compliance, the termination provisions herein may, at CITY's sole option, be effectuated.

In addition to the above provisions, CITY has the right to unilaterally terminate this CONTRACT at any time upon a finding by ordinance that the CONTRACTOR's activities, programs, or operations are no longer in the best interest of CITY or its citizens. Adequate provisions must be made for CONTRACTOR to be heard by the City Council of San Antonio prior to voting on such an ordinance. The effective date of the termination must be set in the ordinance.

1.11 It is expressly understood by CONTRACTOR that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY other than that specifically referred to in the Program Statement, affixed hereto and incorporated herein for all purposes as "Exhibit A," and the Budget affixed hereto and incorporated herein for all purposes as “Exhibit B.”

1.12 The term of this agreement begins October 1, 2017, or when the approved program statement and program budget are received by the CITY's Neighborhood & Housing Services Department, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval, unless earlier termination shall occur pursuant to any of the provisions hereof; provided, however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, than in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

1.13 CONTRACTOR must establish and use internal fiscal and program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

1.14 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of CONTRACTOR or CITY.

1.15 CONTRACTOR shall not use funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program without prior written approval by CITY.

1.16 CONTRACTOR shall use the funds provided to it under the terms of this CONTRACT exclusively for the purpose and in the manner, conditions and terms as provided in this CONTRACT and in accordance with the program statement and program Budget. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative.

1.17 CONTRACTOR is required to publicly acknowledge that this program is supported by CITY as directed by the City Manager, or her designated representative.

1.18 The Deputy City Manager, Assistant City Managers, or Assistants to the City Manager and the Director of the Neighborhood and Housing Services Department are hereby designated and authorized as representatives of the City Manager for the purpose of administration, monitoring and communication of this CONTRACT.

II. CONTRACT PRICING AND BILLING

2.1 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made and incurred by CITY hereunder shall not exceed the sum of One Hundred TWENTY-EIGHT THOUSAND, FIVE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($128,575.00).

2.2 CONTRACTOR agrees that payment shall be reimbursed based on documented completion of the tasks so long as (a) payment does not exceed the actual cost of work completed; and (b) expenses are documented at the time the billing is submitted.

2.3 CONTRACTOR agrees that all CONTRACTOR labor, supervision of work, report reproduction, typing, travel, insurance, communication, computer access, materials, supplies, subcontractor costs, and all other CONTRACTOR expenses necessary to complete this CONTRACT shall be borne at CONTRACTOR's sole cost and expense.

2.4 CONTRACTOR understands and agrees that the source of funding for payment pursuant to this CONTRACT is City's Housing Trust Corpus, and all payments to CONTRACTOR must be rendered on an actual cost incurred, reimbursable basis in conformance with CITY regulations; requests for advances, prepayments and/or retainer fees are ineligible for payment and cannot be honored or processed by CITY.

2.5 CONTRACTOR shall submit all billings to the Neighborhood and Housing Services Department for approval and processing.

2.6 Upon receipt of an approval by CITY of CONTRACTOR 's billing package, CITY agrees to pay CONTRACTOR an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable.

2.7 CITY warrants and represents that it has complied with all procedures necessary to retain CONTRACTOR for the services described herein and to reimburse CONTRACTOR for services rendered pursuant hereto.

III. PROGRAM MANAGEMENT

3.1 CONTRACTOR, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in the Program Statement, affixed hereto as "Exhibit A," in a satisfactory and efficient manner as determined by CITY. The CONTRACT is not considered complete or in compliance until such time as the approved, signed, and dated Program Statement is attached.

3.2 CONTRACTOR agrees to maintain records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONTRACTOR further agrees that:

(A) Maintenance of said records shall be in compliance with all terms, provisions and requirement s of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and

(B) CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

3.3 CITY's Director of the Neighborhood and Housing Services Department, or her authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, access during regular business hours, as often as CITY deems necessary for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary , agency or trust funds as CITY may need and request. CITY shall have the authority to make excerpts, transcripts or copies from all such books, records and files, including all contracts, invoices, material s and other data relating to all matters covered by this CONTRACT.

(A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.

(B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.

(C) The submission of falsified information or the failure to submit information as Requested by CITY is grounds for termination of this CONTRACT.

(D) CONTRACTOR agrees to provide CITY with the names and license registration of any contracting agency employees regulated by State law whose activities contribute towards, facilitate or coordinate the performance of this CONTRACT.

(E) Subject to the discretion of CITY, any of CITY's authorized or designated representatives shall have the right to be present at any and all of CONTRACTOR's staff meetings, advisory committee meetings, advisory board meetings, and board meetings.

3.4 CONTRACTOR is entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination of this CONTRACT; provided, however, that such compensation shall be derived exclusively from and shall not exceed the amount of interest actually accrued on deposit of the funds to be transferred, in accordance with the terms of this CONTRACT, from the City of San Antonio Housing Trust Fund to the CONTRACTOR, said funds specifically delineated in the Program Statement, affixed hereto as "Exhibit A." The determination of satisfactory completion of such work is made solely by CITY, and CITY's decision is final.

3.5 Neither the program or activity receiving funds from or through CITY, nor the personnel involved in the administration of such program or activity, may be involved in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

3.6 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, 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.

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

3.8 CONTRACTOR will establish safeguards to prohibit officers or employees from possessing any interest in or using their positions 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 sole option, cancel this CONTRACT for any violation of this Section by any officer, Director, or employee of CONTRACTOR.

3.9 Members of CONTRACTOR's Board of Directors or governing body may not be employees of the agency or paid in any way for services with CONTRACT funds.

3.10 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy.

(A) A grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

(B) In the event no complaint and grievance policy has been established, the procedures outlined in the San Antonio Municipal Civil Service rules will be followed by the agency.

IV. FISCAL MANAGEMENT

4.1 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

4.2 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

4.3 CITY will review and approve the accounting system and internal controls prior to the release of funds hereunder and shall in no way be obligated to release such funds until said accounting system and internal controls are first so reviewed and approved.

4.4 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

4.5 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of $100,000.00 (One Hundred Thousand and No/100 Dollars) or one-half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Neighborhood and Housing Services Department, within ten (10) working days following execution of this CONTRACT.

4.6 No fees may be charged to or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or her authorized representative.

4.7 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the City of San Antonio Housing Trust, including the disbursement of Trust assistance to project sponsors. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt and disbursal of Trust assistance, the performance of the project sponsors, and the administrative operation of the City of San Antonio Housing Trust under the agreement for Trust assistance. A statement of expenditures and revenues shall be submitted by CONTRACTOR to CITY within thirty (30) days of the activity in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

4.8 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

4.9 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

4.10 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

4.11 Any subcontract for professional or other services requires prior written approval of the City Manager, or her duly authorized representative. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional's agents. The request and submission of the proposed subcontract must allow CITY a minimum of ten (10) working days for review prior to the anticipated execution of the proposed subcontract. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

4.12 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payment. The City Manager, or her duly authorized representative, has the authority to deduct such claims from future Contract awards.

4.13 Audit Conditions and Requirements

CITY, a political entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. It is imperative the auditor read the entire Contract, including all attachments between CITY and CONTRACTOR, since budget and financial compliance of the Contract represents only a portion of the total contractual obligation.

All CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors.

Agencies receiving funds in excess of $25,000.00 (Twenty-five Thousand and No/100 Dollars) annually from CITY are required to furnish CITY Finance Director, copy to Interim Director of the assigned "Responsible Department," a certified audit within ninety (90) days of the close of the accounting period or termination of the Contract.

The audit must include, at a minimum, the following:

(A) Copy of Management Letter;

(B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;

(C) Programmatic Compliance: Program objectives itemized as they appear m the Contract; and

(D) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

The audit must also include a statement whether the overall terms and conditions of the Contract between CITY and contracting agency were or were not met, listing any exceptions. Audits to be paid with CITY funds, partial or in full, must show that prior written approval was granted by CITY.

Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

4.14 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

V. INDEMNIFICATION

5.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas law and

without waiving any defenses of the parties under Texas law. The provisions of this INDEMNIFICATION 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. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

5.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article V), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such
Injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

5.3 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefore.

VI. SPECIAL PROVISIONS

6.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

6.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Paragraph 6.1 herein.

6.3 CONTRACTOR, at the CITY's option, could by ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

6.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

6.5 Texas Government Code §2270.002 provides 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. By executing this Agreement, CONTRACTOR hereby verifies that it does not

boycott Israel, and will not boycott Israel during the Term of this Agreement. For purpose of this representation, '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. CONTRACTOR's verification is a material representation of fact upon which the CITY has relied in entering into this Agreement. Should CITY determine, at any time during this Agreement, including any renewals or extensions hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this Agreement.

VI. EQUAL OPPORTUNITY - NON-DISCRIMINATION CLAUSE

7.1 CITY's Affirmative Action Plan requires all CITY contractors having contracts of $10,000.00 (Ten Thousand and No/100 Dollars) or more, excluding certain vendors, to comply with the Non-discrimination Clause as follows:

(A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) CONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Non-discrimination Clause.

(C) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non-discrimination Clause.

(D) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

(E) In the event of CONTRACTOR 's failure or refusal to comply with this Non-

discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.

(F) Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.

(G) CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, will constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

VIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

8.1 All reports, documents, studies, charts, schedules or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR, shall, upon receipt, become the property of CITY.

IX. CHANGES AND AMENDMENTS

9.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR.

X. ASSIGNMENTS

10.1 CONTRACTOR shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising there under, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person or party.

XI. SEVERABILITY OF PROVISIONS

11.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws, 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 CONTRACT 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 CONTRACT that is invalid, illegal or unenforceable, there be added as a part of the Contract 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.

XII. LAW APPLICABLE

12.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.

XIII. ENTIRE AGREEMENT

13.1 This CONTRACT, including all Exhibits and attachments cited above, 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 CONTRACT 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.

XIV. NOTICES

14.1 For purposes of this CONTRACT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

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

CONTRACTOR: Executive Director
San Antonio Housing Trust Foundation, Inc.
2515 Blanco Road
San Antonio, Texas 78212

Notice of changes of address by either party must be made in writing delivered to the other party's last known address.

XV. GENDER

15.1 Words of any gender used in this CONTRACT 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.

XVI. CAPTIONS

16.1 The captions contained in this CONTRACT are for convenience of reference only and in no way limit or enlarge the terms or conditions of this CONTRACT.

XVII. PARTIES BOUND

17.1 This CONTRACT shall be binding on and insure to the benefit of the parties hereto and

their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

[*signatures on following page*]

EXECUTED and AGREED TO this _____ day of _____, 2017.

CITY OF SAN ANTONIO
a Texas Municipal Corporation

By:_____
VERÓNICA R. SOTO, AICP
Director
Neighborhood and Housing
Services Department

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.

By:_____
JOHN KENNY
Executive Director

APPROVED AS TO FORM:

By:_____
SCOTT ZIMMERER
Assistant City Attorney

ATTACHMENTS:
Exhibit "A" - Program Work Statement
Exhibit "B" - Income Sources and Operating Budget

EXHIBIT A

Program Work Statement
FY 2017-2018

Contractor: San Antonio Housing Trust Foundation, Inc.

Project Name: San Antonio Housing Trust Administration & Staffing

Statement of Project Responsibility

1. Policy	City of San Antonio City Council Board of Trustees City Manager's Office Department of Finance
2. Administration	Executive Director, San Antonio Housing Trust San Antonio Housing Trust Foundation San Antonio Housing Trust Finance Corporation San Antonio Housing Trust Public Facility Corporation
3. Staffing	Executive Director Executive Assistant Administrative Manager Administrative Assistant Asset Manager 1. Contract Asset Manager
4. Budget/Fiscal	Executive Director, San Antonio Housing Trust Department of Planning Department of Finance

Program Description:

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions:

1. Manage the day-to-day operations and administration of the San Antonio Housing Trust.
2. Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.
3. Conduct the regular and special funding rounds of the San Antonio Housing Trust.
4. Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees as approved by City Council.
5. Monitor compliance of housing sponsors as per disbursement contracts and awards of assistance from the Housing Trust.
6. Perform research as needed by the Housing trust to augment programs.

7. Provide technical assistance relating to affordable housing finance and proposal development to sponsors and potential sponsors of affordable housing developments and programs.
8. Develop diversified sources of dedicated revenue for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.
9. Work with the title companies and lenders to provide advances for down payment assistance to allow timely closing for first time homebuyers in connection with the City's Homeownership Incentive Program.
10. Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Foundation and will be used to pay invoices submitted by the City for the purpose for which the funds are received.
11. Identify existing and potential capital sources based on plan priorities.
12. Structure bond issues for single and multi-family housing and identify leverage opportunities.
13. Administer as staff of the San Antonio Housing Trust Public Facility Corporation to identify and partner Multi-family projects that meet the criteria of the City's Master Plan, Inner City Development, and Neighborhood revitalization projects.
14. Identify Bond opportunities for both Single and Multi-family issues.
15. Provide owner oversight on the Single and Multi-family properties owned by the San Antonio Housing Trust Public Facility Corporation.
16. Maintain a revolving loan fund for the City's Community Housing Development Corporations (CHDO's) to help leverage other funds in developing single and multi-family housing.
17. Disburse funds for the OUR SA Infill Pilot Program to promote economic development through Interim financing loan agreements, as well as construction grant agreements.
18. Serve as escrow agent for the Veteran's Outreach and Transition Center project. These funds shall be kept in a non-interest bearing escrow account with the Foundation and will be used to pay invoices submitted by the City and Alamo Community College District for the purpose for which the funds are received.
19. Manage the Housing Summit funds. Donation funds are used for supplies and event such as the Mayor's Housing Summit.
20. Serve as escrow agent in connection with the City and San Antonio Affordable Housing, Inc. for the NSP Land Banking Homebuyer Assistance Program (HAP) program. To provide advances for down payment assistance to homeowners to allow timely closing for homebuyers who purchase HAP homes.
21. Serve as escrow agent in for NSP Land Banking Acquisition, Construction and Repair program that acquires and rehabs foreclosed properties to support neighborhood and housing revitalization efforts. Pay for draw requests submitted by the City and San Antonio Affordable Housing, Inc. to allow timely payment to contractors.
22. Serve as escrow agent for the REnewSA Acquisition and Development account that acquires vacant lots to build new homes to provide high quality affordable housing and support neighborhood revitalization efforts. Pay for draw requests submitted by the City and San Antonio Affordable Housing, Inc. to allow timely payment to contractors.

EXHIBIT B

SAN ANTONIO HOUSING TRUST
INCOME SOURCES AND OPERATING BUDGET
FY 2017-2018

	ACTUAL FY 2016	BUDGET FY 2017	ESTIMATE FY 2017	PROPOSED FY2018
REVENUES				
San Antonio Housing Trust	$ 159,868	$ 157,395	$ 146,041	$ 128,575
SAHT Finance Corp Admin Fees	57,800	76,125	76,125	100,410
San Antonio Housing Trust PFC Admin Fees	203,769	84,450	84,450	101,494
SAHTF General Operating	48,579	65,935	65,935	69,450
Total Revenues	**$ 470,016**	**$ 383,905**	**$ 372,551**	**$ 399,929**
FINANCE CORP-APPROPRIATIONS				
Contract-Bookkeeping-Finance	$ 660	$ 660	$ 605	$ 810
Salaries-Finance	$ 34,083	$ 70,200	$ 53,457	$ 86,000
Taxes-Payroll-Finance	$ 2,476	$ 5,265	$ 3,711	$ 6,450
Insurance - D&O-Finance				$ 6,800
Entertainment & Food - Finance	$ -	$ -	$ -	$ 150
Auto Allowance- Finance				$ 200
Total - Finance Corporation	**$ 37,219**	**$ 76,125**	**$ 57,773**	**$ 100,410**
PFC -APPROPRIATIONS				
Contract-Bookkeeping - PFC	$ 540	$ 600	$ 540	$ 750
Salaries - PFC	$ 52,249	$ 78,000	$ 68,675	$ 87,000
Taxes-Payroll - PFC	$ 3,701	$ 5,850	$ 4,778	$ 6,525
Insurance - D&O-PFC				$ 6,869
Entertainment & Food - PFC	$ -	$ -	$ -	$ 150
Auto Allowance-PFC				$ 200
Total - Public Facility Corporation	**$ 56,490**	**$ 84,450**	**$ 73,993**	**$ 101,494**
GEN. OPER. -APPROPRIATIONS				
Contract-Bookkeeping-Gen. Oper	$ 2,700	$ 2,700	$ 2,700	$ 2,850
Rent-General Operating	$ 1,164	$ -	$ 1,164	$ 1,500
Salaries-Gen.Operating	$ 40,725	$ 57,000	$ 41,380	$ 55,000
Taxes-Payroll-Gen.Operating	$ 2,929	$ 4,275	$ 2,871	$ 7,150
Entertainment & food	$ 370	$ 500	$ 197	$ 500
Office Supplies - Gen. Oper.	$ 3	$ 310	$ 162	$ 350
Maint. & Repairs	$ 665	$ 1,000	$ 1,487	$ 1,500
Taxes-Unemplyment-Gen. Oper.	$ 22	$ 150	$ 614	$ 600
Total - Gen. Oper.	**$ 48,579**	**$ 65,935**	**$ 50,575**	**$ 69,450**
COSA -Administrative Services				
Personal Services	$ 114,636	$ 102,195	$ 92,242	$ 78,975
Contractual Services	$ 30,798	39,950	37,165	32,600
Commodities	$ 7,774	7,050	8,944	8,250
Insurance/Other Expenditures	$ 7,502	6,700	6,565	6,750
Capital Outlay	$ 1,052	1,500	1,125	2,000
Total Administrative Services*	**$ 161,763**	**$ 157,395**	**$ 146,041**	**$ 128,575**
Grand Totals - All Budgets	**$ 304,051**	**$ 383,905**	**$ 328,383**	**$ 399,929**

*Contract amount funded with program income and interest funds earned from the SAHT corpus
(See Exhibit C for administrative services appropriation details)
Revised

8/28/2017

HOLIDAY SCHEDULE and CITY CLOSURES

The City Council has approved 13 Holidays for FY 2018 which begins on October 1, 2017.

Holiday	Day	Date
Veteran's Day	Friday	November 10, 2017
Thanksgiving Day	Thursday	November 23, 2017
Day after Thanksgiving	Friday	November 24, 2017
Christmas Day	Monday	December 25, 2017
Winter Holiday	Tuesday	December 26, 2017
Winter Holiday	Wednesday	December 27, 2017
Winter Holiday	Thursday	December 28, 2017
*City Closure (Employee Leave)	Friday	December 29, 2017
New Year's Day	Monday	January 1, 2018
Martin Luther King, Jr. Day	Monday	January 15, 2018
Fiesta San Jacinto Day	Friday	April 27, 2018
Memorial Day	Monday	May 28, 2018
Independence Day	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

**Not an official holiday. Employees may choose to use Personal Leave, Annual Leave, or Voluntary Leave without Pay for this day.*

ADDITIONAL INFORMATION ON HOLIDAYS:

Uniformed Fire Department personnel will accrue a 13th holiday, designated as the September 11th Holiday in compliance with State Law. Since September 11th is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

Non-exempt civilian employees may be eligible to receive a Floating Holiday based on attendance for use during Fiscal Year 2017-2018 in accordance with Administrative Directive 4.4. Any Floating Holiday granted to non-exempt civilian employees during this fiscal year that is not taken by October 1, 2018 will be forfeited.

The value of the Holiday shall be determined based on the employee's work schedule. If the employee works an 8 hour day, the Holiday will be paid or banked at 8 hours. For employees that work a 10 hour schedule, the Holiday will be paid or banked at 10 hours.

Individual departments may develop Alternate Holiday schedules for the fiscal year, to substitute for those listed above, to accommodate for workload demands. These schedules must be submitted to and approved by the Human Resources Department and the City Manager's Office prior to October 1, 2017.

City of San Antonio

Pay Plan FY 2018

as of 01/01/18

JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
82	311 Service Representative	506	N	Classified	$32,968.00	$40,522.56
2099	Accessibility Compliance Manager	534	E	Unclassified	$61,016.28	$103,727.52
2098	Accessibility Compliance Specialist	524	E	Classified	$47,419.32	$71,128.98
2220	Accountant	521	E	Classified	$35,626.76	$53,440.14
874	Accountant II	521	E	Classified	$35,626.76	$53,440.14
2221	Accounting Clerk	504	N	Classified	$31,366.40	$36,756.46
934	Accounts Payable Manager	533	E	Unclassified	$53,056.64	$90,196.60
2014	Accounts Payable Specialist I	503	N	Classified	$30,680.00	$35,005.88
2020	Accounts Payable Specialist II	505	N	Classified	$32,323.20	$38,593.62
2021	Accounts Payable Specialist III	508	N	Classified	$36,337.60	$44,676.32
40	Administrative Assistant I	505	N	Classified	$32,323.20	$38,593.62
41	Administrative Assistant II	507	N	Classified	$34,611.20	$42,549.26
2063	Administrative Associate	501	N	Classified	$29,848.00	$32,525.48
2244	Administrative Hearing Officer	528	E	Unclassified	$69,426.76	$104,140.14
36	Administrative Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
2105	Administrative Services Officer	537	E	Unclassified	$92,796.86	$157,754.48
636	AICC Telecommunicator I	509	N	Classified	$38,168.00	$46,911.54
2412	AICC Telecommunicator II	512	N	Classified	$44,179.20	$54,304.64
2414	Air Service Development Analyst	525	E	Classified	$52,160.94	$78,241.80
2400	Air Services Administrator	537	E	Unclassified	$92,796.86	$157,754.48
2245	Airport Coordinator	524	E	Classified	$47,419.32	$71,128.98
2379	Airport Duty Manager	534	E	Unclassified	$61,016.28	$103,727.52
7980	Airport Facilities Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
85	Airport Facilities Supervisor	511	E	Classified	$42,036.80	$51,719.72
2421	Airport Integrated Control Center (AICC) Systems Manager	534	E	Unclassified	$61,016.28	$103,727.52
97	Airport Manager	534	E	Unclassified	$61,016.28	$103,727.52
595	Airport Operations Agent	509	N	Classified	$38,168.00	$46,911.54
35	Airport Operations Manager	534	E	Unclassified	$61,016.28	$103,727.52
34	Airport Operations Supervisor	524	E	Classified	$47,419.32	$71,128.98
804	Airport Parking Manager	534	E	Unclassified	$61,016.28	$103,727.52
638	Airport Police Corporal	571	N	Classified	$45,608.94	$61,871.94
631	Airport Police Lieutenant	573	N	Classified	$55,058.38	$74,691.24
629	Airport Police Officer	570	N	Classified	$41,518.10	$56,322.76
630	Airport Police Sergeant	572	N	Classified	$50,108.50	$67,976.22
2023	Airport Police Training Sergeant	572	N	Classified	$50,108.50	$67,976.22
98	Airport Properties & Development Manager	534	E	Unclassified	$61,016.28	$103,727.52
2275	Airport Property Agent	525	E	Classified	$52,160.94	$78,241.80
2314	Airport Safety Analyst	526	E	Classified	$57,377.06	$86,065.46
2313	Airport Safety Manager	535	E	Unclassified	$70,168.02	$119,285.66
2349	Airport Security Compliance Analyst	522	E	Classified	$39,189.02	$58,783.92
2153	Airport Security Manager	534	E	Unclassified	$61,016.28	$103,727.52
2208	Airport Security Supervisor	512	E	Classified	$44,179.20	$54,304.64
612	Alarms Investigator	506	N	Classified	$32,968.00	$40,522.56
226	Animal Care Attendant	502	N	Classified	$30,160.00	$33,339.28
223	Animal Care Officer	507	N	Classified	$34,611.20	$42,549.26
224	Animal Care Operations Manager	534	E	Unclassified	$61,016.28	$103,727.52
2093	Animal Care Representative	506	N	Classified	$32,968.00	$40,522.56
1034	Animal Care Services Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2111	Animal Care Specialist	508	N	Classified	$36,337.60	$44,676.32
221	Animal Care Supervisor	513	N	Classified	$46,363.20	$57,020.86
2117	Animal Cruelty Specialist	510	N	Classified	$40,060.80	$49,257.00
4000	Applications Solutions Analyst	524	E	Classified	$47,419.32	$71,128.98
4002	Applications Solutions Lead	527	E	Classified	$63,115.00	$94,672.76
4001	Applications Solutions Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
4003	Applications Solutions Supervisor	528	E	Classified	$69,426.76	$104,140.14
9015	Apprentice	400	N	Temporary	Temp	Temp
124	Architect	527	E	Unclassified	$63,115.00	$94,672.76
33	Archivist	524	E	Classified	$47,419.32	$71,128.98
620	Armorer	507	E	Classified	$34,611.20	$42,549.26
7895	Asset Facilities Administrator	536	E	Unclassified	$80,693.08	$137,178.34
1109	Assistant Animal Care Services Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1061	Assistant Aviation Director	540	E	Unclassified	Set by City Manager	Set by City Manager
52	Assistant Capital Programs Manager	535	E	Unclassified	$70,168.02	$119,285.66
1122	Assistant Center City Development Director	540	E	Unclassified	Set by City Manager	Set by City Manager

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
406	Assistant City Arborist	524	E	Classified	$47,419.32	$71,128.98
66	Assistant City Attorney I	526	E	Unclassified	$57,377.06	$86,065.46
63	Assistant City Attorney II	527	E	Unclassified	$63,115.00	$94,672.76
65	Assistant City Attorney III	530	E	Unclassified	$84,005.22	$126,007.70
55	Assistant City Attorney IV	531	E	Unclassified	$92,407.12	$138,610.68
2025	Assistant City Clerk	535	E	Unclassified	$70,168.02	$119,285.66
141	Assistant City Engineer	537	E	Unclassified	$92,796.86	$157,754.48
1032	Assistant City Manager	542	E	Unclassified	Set by City Manager	Set by City Manager
1060	Assistant Convention, Sports & Entertainment Facilities Director	540	E	Unclassified	Set by City Manager	Set by City Manager
2340	Assistant Court Coordinator	509	N	Classified	$38,168.00	$46,911.54
2202	Assistant Detention Center Manager	516	E	Classified	$48,658.22	$66,008.80
1067	Assistant Development Services Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1041	Assistant Development Services Director/Plan Review	540	E	Unclassified	Set by City Manager	Set by City Manager
2257	Assistant Director - Pre-K Center	535	E	Unclassified	$70,168.02	$119,285.66
1053	Assistant Director for Financial Services	540	E	Unclassified	Set by City Manager	Set by City Manager
1070	Assistant Director for Human Resources	540	E	Unclassified	Set by City Manager	Set by City Manager
1069	Assistant Director for Management & Budget	540	E	Unclassified	Set by City Manager	Set by City Manager
1048	Assistant Economic Development Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1054	Assistant Economic Development Director for Special Projects	540	E	Unclassified	Set by City Manager	Set by City Manager
31	Assistant Emergency Management Manager	534	E	Unclassified	$61,016.28	$103,727.52
1052	Assistant Finance Director	540	E	Unclassified	Set by City Manager	Set by City Manager
666	Assistant Fire Chief	Contract	E	Contract	Contract	Contract
1050	Assistant Human Services Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1040	Assistant Information Services Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1128	Assistant Intergovernmental Relations Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1018	Assistant Library Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1085	Assistant Library Director for Public Services	540	E	Unclassified	Set by City Manager	Set by City Manager
50	Assistant Marketing Manager	534	E	Unclassified	$61,016.28	$103,727.52
988	Assistant Multi-Service Center Supervisor	509	E	Classified	$38,168.00	$46,911.54
1062	Assistant Parks & Recreation Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1064	Assistant Parks & Recreation Director for Programs	540	E	Unclassified	Set by City Manager	Set by City Manager
2169	Assistant Parks and Recreation Manager	533	E	Unclassified	$53,056.64	$90,196.60
2171	Assistant Parks and Recreation Manager-Parks Design	534	E	Unclassified	$61,016.28	$103,727.52
1113	Assistant Planning & Community Development Director	540	E	Unclassified	Set by City Manager	Set by City Manager
678	Assistant Police Chief	Contract	E	Contract	Contract	Contract
1124	Assistant Police Director	540	E	Unclassified	Set by City Manager	Set by City Manager
916	Assistant Program Coordinator	520	E	Classified	$32,387.68	$48,581.78
1042	Assistant Public Health Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1078	Assistant Public Utilities Director	540	E	Unclassified	Set by City Manager	Set by City Manager
908	Assistant Social Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
7300	Assistant Solid Waste District Manager	533	E	Unclassified	$53,056.64	$90,196.60
1102	Assistant Solid Waste Management Director	540	E	Unclassified	Set by City Manager	Set by City Manager
2424	Assistant Teacher	505	N	Unclassified	$32,323.20	$38,593.62
1071	Assistant to City Council	540	E	Unclassified	Set by City Manager	Set by City Manager
1031	Assistant to City Manager	540	E	Unclassified	Set by City Manager	Set by City Manager
1072	Assistant to Mayor	540	E	Unclassified	Set by City Manager	Set by City Manager
2227	Assistant to the Director	536	E	Unclassified	$80,693.08	$137,178.34
1134	Assistant Transportation & Capital Improvements Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1136	Assistant Transportation & Capital Improvements Director - Engineer	540	E	Unclassified	Set by City Manager	Set by City Manager
1127	Asst Building & Equipment Svcs Director - Facilities Management	540	E	Unclassified	Set by City Manager	Set by City Manager
2095	Audio Visual Production Supervisor	516	E	Classified	$48,658.22	$66,008.80
7740	Audio Visual Technician	505	N	Classified	$32,323.20	$38,593.62
655	Audio/Video Production Coordinator	512	N	Classified	$44,179.20	$54,304.64
705	Audit Manager	536	E	Unclassified	$80,693.08	$137,178.34
700	Auditor I	523	E	Unclassified	$43,108.78	$64,663.04
702	Auditor II	525	E	Unclassified	$52,160.94	$78,241.80
703	Auditor III	526	E	Unclassified	$57,377.06	$86,065.46
704	Auditor IV	529	E	Unclassified	$76,369.02	$114,553.66
2184	Automated Collection Services Trainer	508	N	Classified	$36,337.60	$44,676.32
2402	Aviation Administrator	536	E	Unclassified	$80,693.08	$137,178.34
1146	Aviation Deputy Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1029	Aviation Director	541	E	Unclassified	Set by City Manager	Set by City Manager
4005	Backup/Storage System Administration Engineer	527	E	Classified	$63,115.00	$94,672.76
4004	Backup/Storage System Administrator	525	E	Classified	$52,160.94	$78,241.80

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
2084	Bailiff	508	N	Classified	$36,337.60	$44,676.32
2011	Banking Officer	525	E	Classified	$52,160.94	$78,241.80
2431	Behavorial Specialist	527	E	Unclassified	$63,115.00	$94,672.76
2388	Benefits Compliance Officer	534	E	Unclassified	$61,016.28	$103,727.52
2401	Benefits Policy Administrator	535	E	Unclassified	$70,168.02	$119,285.66
7716	Bicycle Fleet Specialist	503	N	Classified	$30,680.00	$35,005.88
932	Billing & Accts Receivable Manager	533	E	Unclassified	$53,056.64	$90,196.60
2024	Billing & Accts Receivable Specialist I	503	N	Classified	$30,680.00	$35,005.88
2026	Billing & Accts Receivable Specialist II	506	N	Classified	$32,968.00	$40,522.56
78	Booking & Services Coordinator	510	N	Classified	$40,060.80	$49,257.00
79	Booking & Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
7899	Box Office Manager	533	E	Unclassified	$53,056.64	$90,196.60
2248	Box Office Supervisor	512	N	Classified	$44,179.20	$54,304.64
7405	Brush Collection Crew Leader	508	N	Classified	$36,337.60	$44,676.32
881	Budget & Management Analyst I	523	E	Classified	$43,108.78	$64,663.04
2253	Budget & Management Analyst II	525	E	Classified	$52,160.94	$78,241.80
2254	Budget & Management Analyst III	527	E	Classified	$63,115.00	$94,672.76
879	Budget Manager	535	E	Unclassified	$70,168.02	$119,285.66
1125	Building and Equipment Services Director	541	E	Unclassified	Set by City Manager	Set by City Manager
7892	Building Maintenance Coordinator	514	E	Classified	$45,240.00	$59,872.02
7891	Building Maintenance Manager	534	E	Unclassified	$61,016.28	$103,727.52
2440	Building Maintenance Mechanic	504	N	Classified	$31,366.40	$36,756.46
7580	Building Maintenance Mechanic I	504	N	Classified	$31,366.40	$36,756.46
7590	Building Maintenance Mechanic II	505	N	Classified	$32,323.20	$38,593.62
459	Building Maintenance Officer	507	E	Classified	$34,611.20	$42,549.26
2353	Building Maintenance Specialist	527	E	Classified	$63,115.00	$94,672.76
7920	Building Maintenance Supervisor	511	E	Classified	$42,036.80	$51,719.72
4006	Business Analyst	523	E	Classified	$43,108.78	$64,663.04
4009	Business Intelligence Analyst	525	E	Classified	$52,160.94	$78,241.80
4011	Business Intelligence Lead	527	E	Classified	$63,115.00	$94,672.76
4010	Business Intelligence Senior Analyst	526	E	Classified	$57,377.06	$86,065.46
4012	Business Intelligence Supervisor	529	E	Classified	$76,369.02	$114,553.66
4089	Business Relationship Manager	535	E	Unclassified	$70,168.02	$119,285.66
2266	Cafeteria Assistant	500	N	Unclassified	$29,640.00	$31,732.22
2267	Cafeteria Supervisor	505	N	Unclassified	$32,323.20	$38,593.62
54	Capital Programs Manager	536	E	Unclassified	$80,693.08	$137,178.34
155	Capital Projects Officer	522	E	Classified	$39,189.02	$58,783.92
7679	Carpenter I	503	N	Classified	$30,680.00	$35,005.88
7680	Carpenter II	505	N	Classified	$32,323.20	$38,593.62
7610	Carpentry Supervisor	507	E	Classified	$34,611.20	$42,549.26
940	Carver Cultural Center Executive Director	535	E	Unclassified	$70,168.02	$119,285.66
985	Case Aide	501	N	Classified	$29,848.00	$32,525.48
802	Cashier	501	N	Classified	$29,848.00	$32,525.48
2316	Catalog Assistant	509	N	Classified	$38,168.00	$46,911.54
2315	Catalog Librarian	523	E	Classified	$43,108.78	$64,663.04
2317	Catalog Services Supervisor	524	E	Classified	$47,419.32	$71,128.98
2407	Center City Development & Operations Administrator	536	E	Unclassified	$80,693.08	$137,178.34
1139	Center City Development Deputy Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1117	Center City Development Director	541	E	Unclassified	Set by City Manager	Set by City Manager
869	Central Stores Manager	533	E	Unclassified	$53,056.64	$90,196.60
907	Chauffeur	502	N	Classified	$30,160.00	$33,339.28
2139	Chief Deputy Court Clerk	532	E	Unclassified	$46,137.00	$78,432.90
2433	Chief Equity Officer	535	E	Unclassified	$70,168.02	$119,285.66
1129	Chief Executive Officer - Pre-K 4 SA	541	E	Unclassified	Set by City Manager	Set by City Manager
1121	Chief Financial Officer	542	E	Unclassified	Set by City Manager	Set by City Manager
1039	Chief Information Officer	541	E	Unclassified	Set by City Manager	Set by City Manager
8000	Chief Information Security Officer	537	E	Unclassified	$92,796.86	$157,754.48
1147	Chief Innovation Officer	540	E	Unclassified	Set by City Manager	Set by City Manager
2235	Chief of Epidemiology	536	E	Unclassified	$80,693.08	$137,178.34
2408	Chief Operations Officer	536	E	Unclassified	$80,693.08	$137,178.34
205	Chief Veterinarian	536	E	Unclassified	$80,693.08	$137,178.34
987	Child & Family Therapist	522	E	Classified	$39,189.02	$58,783.92
990	Child Care Resource Specialist	520	E	Classified	$32,387.68	$48,581.78
991	Child Care Services Supervisor	522	E	Classified	$39,189.02	$58,783.92

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
2318	Circulation Supervisor	522	E	Classified	$39,189.02	$58,783.92
403	City Arborist	533	E	Unclassified	$53,056.64	$90,196.60
2125	City Archeologist	524	E	Classified	$47,419.32	$71,128.98
118	City Architect	536	E	Unclassified	$80,693.08	$137,178.34
1000	City Attorney	541	E	Unclassified	Set by City Manager	Set by City Manager
1015	City Clerk	Set By Council	E	Council Appointed	Set By Council	Set By Council
2368	City Facility Ambassador	501	N	Classified	$29,848.00	$32,525.48
951	City Forester	533	E	Unclassified	$53,056.64	$90,196.60
1028	City Internal Auditor	Set By Council	E	Council Appointed	Set By Council	Set By Council
1022	City Manager	Set By Council	E	Council Appointed	Set By Council	Set By Council
2079	City Photographer	511	N	Classified	$42,036.80	$51,719.72
2331	Claims Adjuster	524	E	Classified	$47,419.32	$71,128.98
2390	Claims Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2330	Claims Assistant	506	N	Classified	$32,968.00	$40,522.56
2332	Claims Manager	533	E	Unclassified	$53,056.64	$90,196.60
4014	Client Services Analyst	522	E	Classified	$39,189.02	$58,783.92
4015	Client Services Supervisor	524	E	Classified	$47,419.32	$71,128.98
4013	Client Services Technician	510	N	Classified	$40,060.80	$49,257.00
506	Code Compliance Investigator	508	N	Classified	$36,337.60	$44,676.32
2141	Code Enforcement Manager	533	E	Unclassified	$53,056.64	$90,196.60
2116	Code Enforcement Officer	509	N	Classified	$38,168.00	$46,911.54
2119	Code Enforcement Supervisor	514	E	Classified	$45,240.00	$59,872.02
2319	Collection Development Librarian	523	E	Classified	$43,108.78	$64,663.04
2015	Collection Specialist I	504	N	Classified	$31,366.40	$36,756.46
2016	Collection Specialist II	506	N	Classified	$32,968.00	$40,522.56
903	Collections Manager	533	E	Unclassified	$53,056.64	$90,196.60
530	Combination Inspector	511	N	Classified	$42,036.80	$51,719.72
637	Communications Operator Supervisor	514	N	Classified	$45,240.00	$59,872.02
2381	Communications Strategist	536	E	Unclassified	$80,693.08	$137,178.34
442	Community Center Leader	505	N	Classified	$32,323.20	$38,593.62
25	Community Link Service Representative	506	N	Classified	$32,968.00	$40,522.56
2062	Community Services Specialist	521	E	Classified	$35,626.76	$53,440.14
2054	Community Services Supervisor	522	E	Classified	$39,189.02	$58,783.92
891	Compliance & Resolution Administrator	536	E	Unclassified	$80,693.08	$137,178.34
749	Compliance & Resolution Manager	534	E	Unclassified	$61,016.28	$103,727.52
2028	Compliance & Resolution Officer	522	E	Classified	$39,189.02	$58,783.92
2226	Compliance Analyst	523	E	Classified	$43,108.78	$64,663.04
2297	Compliance Auditor	528	E	Unclassified	$69,426.76	$104,140.14
2224	Compliance Lead Analyst	525	E	Classified	$52,160.94	$78,241.80
2223	Compliance Manager	534	E	Unclassified	$61,016.28	$103,727.52
2225	Compliance Senior Analyst	524	E	Classified	$47,419.32	$71,128.98
7990	Concrete Finisher	506	N	Classified	$32,968.00	$40,522.56
2274	Construction Contract Officer	522	E	Classified	$39,189.02	$58,783.92
560	Construction Inspections Manager	534	E	Unclassified	$61,016.28	$103,727.52
556	Construction Inspections Supervisor	518	E	Classified	$53,645.54	$72,774.26
553	Construction Inspector I	506	N	Classified	$32,968.00	$40,522.56
554	Construction Inspector II	513	N	Classified	$46,363.20	$57,020.86
561	Construction Specialist Supervisor	516	E	Classified	$48,658.22	$66,008.80
157	Contract Administrator	536	E	Unclassified	$80,693.08	$137,178.34
156	Contract Coordinator	525	E	Classified	$52,160.94	$78,241.80
178	Contract Manager	535	E	Unclassified	$70,168.02	$119,285.66
929	Contract Officer	522	E	Classified	$39,189.02	$58,783.92
877	Controller	537	E	Unclassified	$92,796.86	$157,754.48
2163	Convention Facilities General Manager	536	E	Unclassified	$80,693.08	$137,178.34
1010	Convention, Sports & Entertainment Facilities Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2	Councilmember	560	E	Set by Ordinance	$45,722.04	$61,725.04
677	Court Interpreter	524	E	Classified	$47,419.32	$71,128.98
864	Court Reporter	510	N	Classified	$40,060.80	$49,257.00
2395	Creative Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
609	Crime Analyst	504	N	Classified	$31,366.40	$36,756.46
2236	Crime Intelligence Analyst	523	E	Classified	$43,108.78	$64,663.04
2238	Crime Intelligence and Analysis Manager	535	E	Unclassified	$70,168.02	$119,285.66
2237	Crime Intelligence Senior Analyst	526	E	Classified	$57,377.06	$86,065.46
2004	Crime Scene Investigator I	510	N	Classified	$40,060.80	$49,257.00

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
2005	Crime Scene Investigator II	511	N	Classified	$42,036.80	$51,719.72
2006	Crime Scene Investigator III	513	N	Classified	$46,363.20	$57,020.86
2087	Cultural Affairs Administrator	535	E	Unclassified	$70,168.02	$119,285.66
1019	Cultural Affairs Director	541	E	Unclassified	Set by City Manager	Set by City Manager
964	Cultural Center Supervisor	524	E	Classified	$47,419.32	$71,128.98
2308	Cultural Historian	526	E	Classified	$57,377.06	$86,065.46
7561	Custodial Services Supervisor	506	E	Classified	$32,968.00	$40,522.56
909	Customer Services Representative	501	N	Classified	$29,848.00	$32,525.48
525	Customer Services Representative Supervisor	522	E	Classified	$39,189.02	$58,783.92
911	Customer Services Specialist	508	N	Classified	$36,337.60	$44,676.32
4017	Customer Support Analyst	510	N	Classified	$40,060.80	$49,257.00
4018	Customer Support Lead	513	N	Classified	$46,363.20	$57,020.86
4019	Customer Support Supervisor	524	E	Classified	$47,419.32	$71,128.98
4016	Customer Support Technician	508	N	Classified	$36,337.60	$44,676.32
512	Dangerous Premises Officer	510	N	Classified	$40,060.80	$49,257.00
825	Data Clerk Supervisor	509	N	Classified	$38,168.00	$46,911.54
4020	Database Administration Analyst	525	E	Classified	$52,160.94	$78,241.80
4021	Database Administrator	526	E	Classified	$57,377.06	$86,065.46
2012	Debt Officer	525	E	Classified	$52,160.94	$78,241.80
2217	Department Accounting Supervisor	533	E	Unclassified	$53,056.64	$90,196.60
285	Department Facilities Coordinator	523	E	Classified	$43,108.78	$64,663.04
826	Department Fiscal Administrator	535	E	Unclassified	$70,168.02	$119,285.66
608	Deputy Chief	Contract	E	Contract	Contract	Contract
56	Deputy City Attorney	537	E	Unclassified	$92,796.86	$157,754.48
1016	Deputy City Clerk	540	E	Unclassified	Set by City Manager	Set by City Manager
1021	Deputy City Manager	542	E	Unclassified	Set by City Manager	Set by City Manager
2185	Deputy Emergency Management Coordinator	535	E	Unclassified	$70,168.02	$119,285.66
665	Deputy Fire Chief	Contract	E	Contract	Contract	Contract
2271	Deputy Historic Preservation Officer	535	E	Unclassified	$70,168.02	$119,285.66
1149	Deputy Information Services Director	540	E	Unclassified	Set by City Manager	Set by City Manager
1141	Deputy Solid Waste Management Director	540	E	Unclassified	Set by City Manager	Set by City Manager
123	Design & Development Assistant	524	E	Classified	$47,419.32	$71,128.98
2142	Design Communications Coordinator	525	E	Classified	$52,160.94	$78,241.80
2385	Detention and Security Manager	534	E	Unclassified	$61,016.28	$103,727.52
2040	Detention Center Manager	534	E	Unclassified	$61,016.28	$103,727.52
628	Detention Officer	508	N	Classified	$36,337.60	$44,676.32
656	Detention Supervisor	513	N	Classified	$46,363.20	$57,020.86
2204	Development Services Administrator	536	E	Unclassified	$80,693.08	$137,178.34
1011	Development Services Director	541	E	Unclassified	Set by City Manager	Set by City Manager
148	Development Services Engineer	537	E	Unclassified	$92,796.86	$157,754.48
2250	Development Services Inspections Supervisor	518	E	Classified	$53,645.54	$72,774.26
2033	Development Services Inspector	510	N	Classified	$40,060.80	$49,257.00
516	Development Services Manager	534	E	Unclassified	$61,016.28	$103,727.52
2296	Development Services Policy Administrator	535	E	Unclassified	$70,168.02	$119,285.66
523	Development Services Representative	502	N	Classified	$30,160.00	$33,339.28
531	Development Services Specialist	508	N	Classified	$36,337.60	$44,676.32
533	Development Services Specialist Supervisor	512	E	Classified	$44,179.20	$54,304.64
2375	Digital Library Services Analyst	523	E	Classified	$43,108.78	$64,663.04
2321	Digital Library Services Assistant	509	N	Classified	$38,168.00	$46,911.54
2322	Digital Library Services Specialist	522	E	Classified	$39,189.02	$58,783.92
2323	Digital Library Services Supervisor	524	E	Classified	$47,419.32	$71,128.98
1130	Director - Pre-K Center	540	E	Unclassified	Set by City Manager	Set by City Manager
158	Director of Historic Preservation	540	E	Unclassified	Set by City Manager	Set by City Manager
1132	Director of Professional Development	540	E	Unclassified	Set by City Manager	Set by City Manager
935	Disbursements & Receivables Administrator	535	E	Unclassified	$70,168.02	$119,285.66
615	Dispatcher	505	N	Classified	$32,323.20	$38,593.62
610	Dispatching Supervisor	508	N	Classified	$36,337.60	$44,676.32
664	District Fire Chief	Contract	E	Contract	Contract	Contract
7898	Dome Facilities Manager	535	E	Unclassified	$70,168.02	$119,285.66
2035	Downtown Operations Manager	534	E	Unclassified	$61,016.28	$103,727.52
497	Downtown Operations Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
1135	EastPoint Director	540	E	Unclassified	Set by City Manager	Set by City Manager
925	Economic Development Coordinator	526	E	Classified	$57,377.06	$86,065.46
1012	Economic Development Director	541	E	Unclassified	Set by City Manager	Set by City Manager

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
926	Economic Development Manager	535	E	Unclassified	$70,168.02	$119,285.66
924	Economic Development Specialist	522	E	Classified	$39,189.02	$58,783.92
2092	Education Coordinator	521	E	Classified	$35,626.76	$53,440.14
7700	Electrical Supervisor	517	E	Classified	$51,090.52	$69,308.20
7910	Electrician Assistant	505	N	Classified	$32,323.20	$38,593.62
7689	Electrician I	507	N	Classified	$34,611.20	$42,549.26
7690	Electrician II	510	N	Classified	$40,060.80	$49,257.00
7450	Electrician III	511	N	Classified	$42,036.80	$51,719.72
7176	Electronic Technician	509	N	Classified	$38,168.00	$46,911.54
7178	Electronic Technician Supervisor	515	E	Classified	$46,800.00	$62,865.40
2369	Emergency Vehicle Equipment Technician I	509	N	Classified	$38,168.00	$46,911.54
2370	Emergency Vehicle Equipment Technician II	511	N	Classified	$42,036.80	$51,719.72
2371	Emergency Vehicle Equipment Technician III	513	N	Classified	$46,363.20	$57,020.86
2372	Emergency Vehicle Service Adivisor	514	N	Classified	$45,240.00	$59,872.02
860	Employee Benefits Administrator	536	E	Unclassified	$80,693.08	$137,178.34
2039	Employee Benefits Analyst	525	E	Classified	$52,160.94	$78,241.80
861	Employee Benefits Manager	534	E	Unclassified	$61,016.28	$103,727.52
2287	Employee Relations Business Partner	525	E	Unclassified	$52,160.94	$78,241.80
2285	Employee Relations Manager	534	E	Unclassified	$61,016.28	$103,727.52
140	Engineer I	527	E	Unclassified	$63,115.00	$94,672.76
2365	Engineer II	528	E	Unclassified	$69,426.76	$104,140.14
139	Engineering Associate	523	E	Classified	$43,108.78	$64,663.04
131	Engineering Technician	508	N	Classified	$36,337.60	$44,676.32
4023	Enterprise GIS Solutions Analyst	524	E	Classified	$47,419.32	$71,128.98
4025	Enterprise GIS Solutions Lead	527	E	Classified	$63,115.00	$94,672.76
4024	Enterprise GIS Solutions Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
4026	Enterprise GIS Solutions Supervisor	528	E	Classified	$69,426.76	$104,140.14
4033	Enterprise IT Architect	531	E	Classified	$92,407.12	$138,610.68
2363	Environmental Assessor	512	E	Classified	$44,179.20	$54,304.64
2072	Environmental Maintenance Technician	505	N	Classified	$32,323.20	$38,593.62
2085	Environmental Policy Manager	540	E	Unclassified	Set by City Manager	Set by City Manager
2121	Environmental Services Coordinator	534	E	Unclassified	$61,016.28	$103,727.52
137	Environmental Services Manager	535	E	Unclassified	$70,168.02	$119,285.66
251	Epidemiologist	523	E	Classified	$43,108.78	$64,663.04
2053	Equipment Operator	505	N	Classified	$32,323.20	$38,593.62
7160	Equipment Technician	508	N	Classified	$36,337.60	$44,676.32
77	Events Services Coordinator	510	N	Classified	$40,060.80	$49,257.00
7900	Events Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
39	Executive Assistant	534	E	Unclassified	$61,016.28	$103,727.52
2210	Executive Assistant to City Manager	534	E	Classified	$61,016.28	$103,727.52
2249	Executive Legal Assistant	526	E	Unclassified	$57,377.06	$86,065.46
2357	Executive Management Assistant	534	E	Unclassified	$61,016.28	$103,727.52
1076	Executive Secretary	508	N	Unclassified	$36,337.60	$44,676.32
7893	Facilities Manager	535	E	Unclassified	$70,168.02	$119,285.66
23	Facilities Operations Coordinator	522	E	Classified	$39,189.02	$58,783.92
2415	Facilities Project Manager	535	E	Unclassified	$70,168.02	$119,285.66
2268	Family Specialist	526	E	Unclassified	$57,377.06	$86,065.46
2290	Family Support Coordinator	525	E	Unclassified	$52,160.94	$78,241.80
2289	Family Support Supervisor	523	E	Unclassified	$43,108.78	$64,663.04
2283	Family Support Worker	521	E	Unclassified	$35,626.76	$53,440.14
2439	Field Maintenance Worker	500	N	Classified	$29,640.00	$31,732.22
2213	Field Operations Inspector	508	N	Classified	$36,337.60	$44,676.32
1001	Finance Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2017	Financial Accountant I	522	E	Classified	$39,189.02	$58,783.92
2018	Financial Accountant II	523	E	Classified	$43,108.78	$64,663.04
2019	Financial Accountant III	525	E	Classified	$52,160.94	$78,241.80
2405	Financial Business & Policy Administrator	536	E	Unclassified	$80,693.08	$137,178.34
895	Financial Management Administrator	536	E	Unclassified	$80,693.08	$137,178.34
748	Financial Manager	534	E	Unclassified	$61,016.28	$103,727.52
834	Financial Operations Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2032	Financial Operations Analyst	525	E	Classified	$52,160.94	$78,241.80
2277	Financial Operations Manager	534	E	Unclassified	$61,016.28	$103,727.52
2252	Financial Operations Specialist	510	N	Classified	$40,060.80	$49,257.00
938	Financial Reporting Manager	534	E	Unclassified	$61,016.28	$103,727.52

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
639	Fingerprint Classifier	502	N	Classified	$30,160.00	$33,339.28
663	Fire Captain	Contract	E	Contract	Contract	Contract
1003	Fire Chief	541	E	Unclassified	Set by City Manager	Set by City Manager
661	Fire Engineer	Contract	N	Contract	Contract	Contract
662	Fire Lieutenant	Contract	N	Contract	Contract	Contract
669	Fire Protection Engineer	527	E	Unclassified	$63,115.00	$94,672.76
668	Fire Protection Engineering Associate	523	E	Classified	$43,108.78	$64,663.04
7161	Fire Protection Equipment Technician	511	N	Classified	$42,036.80	$51,719.72
672	Fire Protection Specialist	525	E	Classified	$52,160.94	$78,241.80
660	Firefighter	Contract	N	Contract	Contract	Contract
659	Firefighter (Probationary)	Contract	N	Contract	Contract	Contract
658	Firefighter Trainee	301	N	Classified	Contract	Contract
1044	First Assistant City Attorney	540	E	Unclassified	Set by City Manager	Set by City Manager
2218	Fiscal Analyst	525	E	Classified	$52,160.94	$78,241.80
2376	Fiscal Compliance Supervisor	525	E	Classified	$52,160.94	$78,241.80
2216	Fiscal Manager	534	E	Unclassified	$61,016.28	$103,727.52
892	Fiscal Officer	522	E	Classified	$39,189.02	$58,783.92
2112	Fiscal Operations Administrator	536	E	Unclassified	$80,693.08	$137,178.34
7714	Fleet Acquisitions Administrator	536	E	Unclassified	$80,693.08	$137,178.34
7718	Fleet Acquisitions Manager	533	E	Unclassified	$53,056.64	$90,196.60
7717	Fleet Maintenance & Equipment Service Advisor	512	N	Classified	$44,179.20	$54,304.64
7422	Fleet Maintenance & Equipment Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
2057	Fleet Maintenance & Equipment Supervisor	515	E	Classified	$46,800.00	$62,865.40
7970	Fleet Maintenance Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
7770	Fleet Maintenance Technician I	505	N	Classified	$32,323.20	$38,593.62
7790	Fleet Maintenance Technician II	509	N	Classified	$38,168.00	$46,911.54
7720	Fleet Operations Manager	534	E	Unclassified	$61,016.28	$103,727.52
7715	Fleet Services Administrator	536	E	Unclassified	$80,693.08	$137,178.34
7723	Fuel Services Coordinator	509	N	Classified	$38,168.00	$46,911.54
2406	Fuel Specialist	505	N	Classified	$32,323.20	$38,593.62
2043	Gardener	501	N	Classified	$29,848.00	$32,525.48
936	General Ledger Manager	534	E	Unclassified	$61,016.28	$103,727.52
4027	GIS Data Analyst	511	N	Classified	$42,036.80	$51,719.72
4029	GIS Data Lead	524	E	Classified	$47,419.32	$71,128.98
4028	GIS Data Senior Analyst	523	E	Classified	$43,108.78	$64,663.04
4030	GIS Data Supervisor	526	E	Classified	$57,377.06	$86,065.46
517	Graffiti Program Coordinator	533	E	Unclassified	$53,056.64	$90,196.60
2170	Graffiti Program Supervisor	507	E	Classified	$34,611.20	$42,549.26
2132	Grants Administrator	536	E	Unclassified	$80,693.08	$137,178.34
844	Grants Management Officer	524	E	Classified	$47,419.32	$71,128.98
2239	Grants Manager	535	E	Unclassified	$70,168.02	$119,285.66
127	Graphics Designer	511	E	Classified	$42,036.80	$51,719.72
2187	Head Start Program Administrator	536	E	Unclassified	$80,693.08	$137,178.34
206	Health Program Manager	534	E	Unclassified	$61,016.28	$103,727.52
282	Health Program Specialist	520	E	Classified	$32,387.68	$48,581.78
863	Hearing Officer	523	E	Classified	$43,108.78	$64,663.04
2345	Heavy Equipment Manager	534	E	Unclassified	$61,016.28	$103,727.52
2346	Heavy Equipment Mechanic I	509	N	Classified	$38,168.00	$46,911.54
2347	Heavy Equipment Mechanic II	511	N	Classified	$42,036.80	$51,719.72
2348	Heavy Equipment Mechanic III	513	N	Classified	$46,363.20	$57,020.86
2343	Heavy Equipment Service Advisor	514	N	Classified	$45,240.00	$59,872.02
2418	Heavy Equipment Stock Clerk	503	N	Classified	$30,680.00	$35,005.88
2344	Heavy Equipment Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
2212	Helicopter Maintenance Supervisor	517	E	Classified	$51,090.52	$69,308.20
7180	Helicopter Mechanic	514	N	Classified	$45,240.00	$59,872.02
2398	Historic Preservation Specialist	522	E	Classified	$39,189.02	$58,783.92
503	Historical Building Enforcement Officer	511	N	Classified	$42,036.80	$51,719.72
2044	Horticulturist	521	E	Classified	$35,626.76	$53,440.14
979	Housing Loan Coordinator	523	E	Classified	$43,108.78	$64,663.04
978	Housing Loan Officer	521	E	Classified	$35,626.76	$53,440.14
68	Human Resources Administrator	535	E	Unclassified	$70,168.02	$119,285.66
76	Human Resources Analyst	523	E	Classified	$43,108.78	$64,663.04
1055	Human Resources Director	541	E	Unclassified	Set by City Manager	Set by City Manager
101	Human Resources Project Manager	534	E	Unclassified	$61,016.28	$103,727.52

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
88	Human Resources Specialist	510	N	Classified	$40,060.80	$49,257.00
2354	Human Services Administrator	536	E	Unclassified	$80,693.08	$137,178.34
1030	Human Services Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2422	Human Services Education Program Administrator	537	E	Unclassified	$92,796.86	$157,754.48
7630	HVAC Assistant	505	N	Classified	$32,323.20	$38,593.62
7616	HVAC Superintendent	534	E	Unclassified	$61,016.28	$103,727.52
7070	HVAC Supervisor	514	E	Classified	$45,240.00	$59,872.02
7650	HVAC Technician I	510	N	Classified	$40,060.80	$49,257.00
7620	HVAC Technician II	512	N	Classified	$44,179.20	$54,304.64
706	Information Technology Auditor I	523	E	Unclassified	$43,108.78	$64,663.04
708	Information Technology Auditor II	525	E	Unclassified	$52,160.94	$78,241.80
709	Information Technology Auditor III	529	E	Unclassified	$76,369.02	$114,553.66
710	Information Technology Auditor IV	536	E	Unclassified	$80,693.08	$137,178.34
2097	Information Technology Portfolio Manager	536	E	Unclassified	$80,693.08	$137,178.34
60	Innovation & Reform Manager	535	E	Unclassified	$70,168.02	$119,285.66
2430	Instructional Specialist	527	E	Unclassified	$63,115.00	$94,672.76
2359	Integrated Control Center Manager	535	E	Unclassified	$70,168.02	$119,285.66
1082	Intergovernmental Relations Director	541	E	Unclassified	Set by City Manager	Set by City Manager
53	Intergovernmental Relations Manager	534	E	Unclassified	$61,016.28	$103,727.52
947	International Affairs Manager	534	E	Unclassified	$61,016.28	$103,727.52
2438	International Relations Administrator	536	E	Unclassified	$80,693.08	$137,178.34
950	International Relations Specialist	522	E	Classified	$39,189.02	$58,783.92
74	International Visitor Representative	504	N	Classified	$31,366.40	$36,756.46
2022	Investment Officer	525	E	Classified	$52,160.94	$78,241.80
2168	Irrigation Systems Supervisor	508	N	Classified	$36,337.60	$44,676.32
4031	IT Architect	528	E	Classified	$69,426.76	$104,140.14
4034	IT Manager	535	E	Unclassified	$70,168.02	$119,285.66
4036	IT Security Analyst	526	E	Classified	$57,377.06	$86,065.46
4037	IT Security Lead	528	E	Classified	$69,426.76	$104,140.14
4038	IT Security Supervisor	529	E	Classified	$76,369.02	$114,553.66
1024	Judge	Set By Council	E	Council Appointed	Set By Council	Set By Council
2164	Juvenile Case Manager Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2333	Juvenile Case Manager Aide	509	N	Classified	$38,168.00	$46,911.54
2310	Juvenile Case Manager Attorney	526	E	Unclassified	$57,377.06	$86,065.46
2307	Juvenile Case Manager Counselor	526	E	Unclassified	$57,377.06	$86,065.46
2160	Juvenile Court Case Manager	521	E	Classified	$35,626.76	$53,440.14
234	Laboratory Manager	534	E	Unclassified	$61,016.28	$103,727.52
232	Laboratory Technician II	506	N	Classified	$32,968.00	$40,522.56
215	Laboratory Technologist I	520	E	Classified	$32,387.68	$48,581.78
216	Laboratory Technologist II	521	E	Classified	$35,626.76	$53,440.14
494	Landscape Architect	527	E	Unclassified	$63,115.00	$94,672.76
134	Landscape Irrigator	503	N	Classified	$30,680.00	$35,005.88
642	Latent Fingerprint Examiner	508	N	Classified	$36,337.60	$44,676.32
2420	Lead Animal Care Officer	508	N	Classified	$36,337.60	$44,676.32
4008	Lead Business Analyst	526	E	Classified	$57,377.06	$86,065.46
2286	Lead Employee Relations Business Partner	526	E	Unclassified	$57,377.06	$86,065.46
4032	Lead IT Architect	529	E	Classified	$76,369.02	$114,553.66
2429	Lead Play Therapist	527	E	Unclassified	$63,115.00	$94,672.76
7991	Lead Veterinary Technician	510	N	Classified	$40,060.80	$49,257.00
57	Legal Administrator	535	E	Unclassified	$70,168.02	$119,285.66
93	Legal Secretary	507	N	Classified	$34,611.20	$42,549.26
954	Librarian I	522	E	Classified	$39,189.02	$58,783.92
955	Librarian II	523	E	Classified	$43,108.78	$64,663.04
956	Librarian III	524	E	Classified	$47,419.32	$71,128.98
953	Library Aide	500	N	Unclassified	$29,640.00	$31,732.22
2073	Library Assistant	508	N	Classified	$36,337.60	$44,676.32
2074	Library Circulation Attendant	502	N	Classified	$30,160.00	$33,339.28
1017	Library Director	541	E	Unclassified	Set by City Manager	Set by City Manager
957	Library Services Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2324	Library Services Lead	524	E	Classified	$47,419.32	$71,128.98
2325	Library Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
2309	Library Services Specialist	522	E	Classified	$39,189.02	$58,783.92
2432	Licensed Specialist in School Psychology	527	E	Unclassified	$63,115.00	$94,672.76
267	Licensed Vocational Nurse	509	N	Classified	$38,168.00	$46,911.54

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432	Lifeguard	500	N	Classified	$29,640.00	$31,732.22
2107	Live Release Program Coordinator	508	N	Classified	$36,337.60	$44,676.32
2435	Locksmith	505	N	Classified	$28,167.62	$38,211.68
4039	Mainframe Application Solutions Analyst	524	E	Classified	$47,419.32	$71,128.98
4041	Mainframe Applications Solutions Lead	527	E	Classified	$63,115.00	$94,672.76
4040	Mainframe Applications Solutions Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
4042	Mainframe Applications Solutions Supervisor	528	E	Classified	$69,426.76	$104,140.14
4044	Mainframe System Administration Engineer	526	E	Classified	$57,377.06	$86,065.46
4043	Mainframe System Administrator	524	E	Classified	$47,419.32	$71,128.98
7040	Maintenance Crew Leader	503	N	Classified	$30,680.00	$35,005.88
2045	Maintenance Crew Leader II	505	N	Classified	$32,323.20	$38,593.62
7579	Maintenance Worker	500	N	Classified	$29,640.00	$31,732.22
1068	Management & Budget Director	541	E	Unclassified	Set by City Manager	Set by City Manager
46	Management Analyst	523	E	Classified	$43,108.78	$64,663.04
949	Management Intern	524	E	Unclassified	$47,419.32	$71,128.98
37	Marketing Manager	535	E	Unclassified	$70,168.02	$119,285.66
945	Marketing Specialist	522	E	Classified	$39,189.02	$58,783.92
2262	Master Data Analyst	523	E	Classified	$43,108.78	$64,663.04
2263	Master Data Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
7800	Master Fleet Maintenance Technician	511	N	Classified	$42,036.80	$51,719.72
2258	Master Teacher	527	E	Unclassified	$63,115.00	$94,672.76
1	Mayor	560	E	Set by Ordinance	$45,722.04	$61,725.04
2434	Mayor's Communications Strategist	536	E	Unclassified	$80,693.08	$137,178.34
2051	Mechanic II	504	N	Classified	$31,366.40	$36,756.46
2240	Medical Director	537	E	Unclassified	$92,796.86	$157,754.48
4046	Messaging System Administration Engineer	527	E	Classified	$63,115.00	$94,672.76
4045	Messaging System Administrator	525	E	Classified	$52,160.94	$78,241.80
1105	Military Affairs Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2303	Missing Persons Agent	508	N	Classified	$36,337.60	$44,676.32
2362	Missing Persons Supervisor	510	E	Classified	$40,060.80	$49,257.00
2255	Mobility Services Manager	533	E	Unclassified	$53,056.64	$90,196.60
2351	Multimedia Art & Content Engineer	526	E	Classified	$57,377.06	$86,065.46
960	Multi-Service Center Supervisor	513	E	Classified	$46,363.20	$57,020.86
2329	Municipal Court Accounting Manager	535	E	Unclassified	$70,168.02	$119,285.66
692	Municipal Court Administrator	535	E	Unclassified	$70,168.02	$119,285.66
1098	Municipal Court Clerk	541	E	Unclassified	Set by City Manager	Set by City Manager
2138	Municipal Court Coordinator	523	E	Classified	$43,108.78	$64,663.04
2037	Municipal Court Legal Administrator	536	E	Unclassified	$80,693.08	$137,178.34
699	Municipal Court Manager	534	E	Unclassified	$61,016.28	$103,727.52
2292	Municipal Court of Record Clerk	508	N	Classified	$36,337.60	$44,676.32
2409	Municipal Integrity Administrator	535	E	Unclassified	$70,168.02	$119,285.66
454	Nature Preserve Officer	522	E	Classified	$39,189.02	$58,783.92
1148	Neighborhood & Housing Services Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2442	Neighborhood Engagement Administrator	536	E	Unclassified	$80,693.08	$137,178.34
2443	Neighborhood Engagement Officer	525	E	Classified	$52,160.94	$78,241.80
846	Neighborhood Renewal Manager	534	E	Unclassified	$61,016.28	$103,727.52
4048	Network Administrator	527	E	Classified	$63,115.00	$94,672.76
4047	Network Analyst	523	E	Classified	$43,108.78	$64,663.04
4049	Network Engineer	529	E	Classified	$76,369.02	$114,553.66
243	Nurse Practitioner	527	E	Classified	$63,115.00	$94,672.76
984	Nutrition Site Coordinator	504	N	Classified	$31,366.40	$36,756.46
286	Nutritionist	521	E	Classified	$35,626.76	$53,440.14
2436	Occupational Health & Safety Analyst	525	E	Classified	$52,160.94	$78,241.80
2445	Occupational Health & Safety Manager	534	E	Unclassified	$61,016.28	$103,727.52
2394	Off-Duty Employment Coordinator	522	E	Classified	$39,189.02	$58,783.92
2396	Organizational Manager	533	E	Unclassified	$53,056.64	$90,196.60
9011	Outreach Worker	400	N	Temporary	Temp	Temp
9013	Outreach Worker Supervisor	400	N	Temporary	Temp	Temp
2046	Painter	505	N	Classified	$32,323.20	$38,593.62
15	Paralegal	512	N	Classified	$44,179.20	$54,304.64
2426	Parent Liaison	504	N	Unclassified	$31,366.40	$36,756.46
2133	Park Community Service Liaison	507	N	Classified	$34,611.20	$42,549.26
2134	Park Community Service Liaison Supervisor	510	N	Classified	$40,060.80	$49,257.00
673	Park Police Captain	534	E	Unclassified	$61,016.28	$103,727.52

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
2150	Park Police Commander	535	E	Unclassified	$70,168.02	$119,285.66
622	Park Police Lieutenant	573	N	Classified	$55,058.38	$74,691.24
626	Park Police Officer	570	N	Classified	$41,518.10	$56,322.76
625	Park Police Sergeant	572	N	Classified	$50,108.50	$67,976.22
810	Parking Attendant	501	N	Classified	$29,848.00	$32,525.48
670	Parking Enforcement Officer	502	N	Classified	$30,160.00	$33,339.28
675	Parking Enforcement Supervisor	506	E	Classified	$32,968.00	$40,522.56
7940	Parking Meter Technician	501	N	Classified	$29,848.00	$32,525.48
7960	Parking Meter Technician Supervisor	504	N	Classified	$31,366.40	$36,756.46
676	Parking Operations & Enforcement Manager	535	E	Unclassified	$70,168.02	$119,285.66
805	Parking Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
806	Parking Supervisor	506	E	Classified	$32,968.00	$40,522.56
1006	Parks & Recreation Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2397	Parks and Recreation Administrator	536	E	Unclassified	$80,693.08	$137,178.34
2172	Parks and Recreation Manager	535	E	Unclassified	$70,168.02	$119,285.66
418	Parks Construction Supervisor	508	E	Classified	$36,337.60	$44,676.32
499	Parks Naturalist	521	E	Classified	$35,626.76	$53,440.14
409	Parks Operations Supervisor	514	E	Classified	$45,240.00	$59,872.02
2417	Passport Supervisor	525	E	Classified	$52,160.94	$78,241.80
904	Payroll Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2029	Payroll Specialist I	507	N	Classified	$34,611.20	$42,549.26
2030	Payroll Specialist II	510	N	Classified	$40,060.80	$49,257.00
222	Peer Counselor	501	N	Classified	$29,848.00	$32,525.48
48	Performance & Management Specialist	527	E	Classified	$63,115.00	$94,672.76
2410	Personnel Investigation Manager	534	E	Unclassified	$61,016.28	$103,727.52
644	Personnel Investigator	509	N	Classified	$38,168.00	$46,911.54
640	Photographer	509	N	Classified	$38,168.00	$46,911.54
160	Planner	522	E	Classified	$39,189.02	$58,783.92
1008	Planning & Community Development Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2342	Planning Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2206	Planning Coordinator	525	E	Classified	$52,160.94	$78,241.80
162	Planning Manager	534	E	Unclassified	$61,016.28	$103,727.52
573	Plans Coordinator	510	N	Classified	$40,060.80	$49,257.00
577	Plans Examiner I	506	N	Classified	$32,968.00	$40,522.56
575	Plans Examiner II	510	N	Classified	$40,060.80	$49,257.00
2243	Plans Examiner Supervisor	518	E	Classified	$53,645.54	$72,774.26
2428	Play Therapist	526	E	Unclassified	$57,377.06	$86,065.46
7780	Plumber Assistant	505	N	Classified	$32,323.20	$38,593.62
2373	Plumber I	508	N	Classified	$36,337.60	$44,676.32
7710	Plumber II	510	N	Classified	$40,060.80	$49,257.00
7640	Plumbing Supervisor	516	E	Classified	$48,658.22	$66,008.80
698	Police Administration Manager	535	E	Unclassified	$70,168.02	$119,285.66
2378	Police Audio/Video Record Specialist	512	N	Classified	$44,179.20	$54,304.64
602	Police Cadet	304	N	Classified	Contract	Contract
606	Police Captain	Contract	E	Contract	Contract	Contract
1002	Police Chief	541	E	Unclassified	Set by City Manager	Set by City Manager
2374	Police Communications Adminstrator	536	E	Unclassified	$80,693.08	$137,178.34
2311	Police Communications Assistant Manager	533	E	Unclassified	$53,056.64	$90,196.60
641	Police Communications Call Taker	508	N	Classified	$36,337.60	$44,676.32
616	Police Communications Dispatcher	511	N	Classified	$42,036.80	$51,719.72
2082	Police Communications Expediter	509	N	Classified	$38,168.00	$46,911.54
2233	Police Communications Manager	535	E	Unclassified	$70,168.02	$119,285.66
81	Police Communications Supervisor	512	N	Classified	$44,179.20	$54,304.64
2300	Police Court Liaison	501	N	Classified	$29,848.00	$32,525.48
603	Police Detective Investigator	Contract	N	Contract	Contract	Contract
2301	Police Fleet Service Agent	501	N	Classified	$29,848.00	$32,525.48
605	Police Lieutenant	Contract	E	Contract	Contract	Contract
600	Police Officer	Contract	N	Contract	Contract	Contract
601	Police Officer (Probationary)	Contract	N	Contract	Contract	Contract
604	Police Sergeant	Contract	E	Contract	Contract	Contract
657	Police Services Agent	501	N	Classified	$29,848.00	$32,525.48
633	Police Services Officer	304	N	Classified	Contract	Contract
653	Police Services Supervisor	510	E	Classified	$40,060.80	$49,257.00
2425	Pre-K Nutritional Services Assistant	500	N	Unclassified	$29,640.00	$31,732.22

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
2427	Pre-K Nutritional Services Supervisor	505	N	Unclassified	$32,323.20	$38,593.62
1023	Presiding Judge	Set By Council	E	Council Appointed	Set By Council	Set By Council
2205	Principal Planner	526	E	Classified	$57,377.06	$86,065.46
2052	Printer	504	N	Classified	$31,366.40	$36,756.46
2193	Procurement Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2192	Procurement Manager	534	E	Unclassified	$61,016.28	$103,727.52
2404	Procurement Operations Lead	536	E	Unclassified	$80,693.08	$137,178.34
2189	Procurement Specialist I	523	E	Classified	$43,108.78	$64,663.04
2190	Procurement Specialist II	524	E	Classified	$47,419.32	$71,128.98
2191	Procurement Specialist III	525	E	Classified	$52,160.94	$78,241.80
2276	Professional Development Coach	528	E	Classified	$69,426.76	$104,140.14
918	Program Manager	523	E	Classified	$43,108.78	$64,663.04
154	Project Control Manager	535	E	Unclassified	$70,168.02	$119,285.66
2130	Project Management Manager	536	E	Unclassified	$80,693.08	$137,178.34
2128	Project Manager	526	E	Unclassified	$57,377.06	$86,065.46
2355	Promise Zone Programs Manager	534	E	Unclassified	$61,016.28	$103,727.52
2304	Property Control Agent I	504	N	Classified	$31,366.40	$36,756.46
2305	Property Control Agent II	508	N	Classified	$36,337.60	$44,676.32
2306	Property Control Agent III	511	N	Classified	$42,036.80	$51,719.72
19	Property Room Supervisor	514	E	Classified	$45,240.00	$59,872.02
264	Psychologist	528	E	Unclassified	$69,426.76	$104,140.14
2411	Public Affairs Coordinator	510	N	Classified	$40,060.80	$48,286.42
2131	Public Art Specialist	521	E	Classified	$35,626.76	$53,440.14
2207	Public Arts Manager	534	E	Unclassified	$61,016.28	$103,727.52
2380	Public Engagement Officer	525	E	Classified	$52,160.94	$78,241.80
239	Public Health Aide	501	N	Classified	$29,848.00	$32,525.48
1005	Public Health Director	541	E	Unclassified	Set by City Manager	Set by City Manager
246	Public Health Nurse	525	E	Classified	$52,160.94	$78,241.80
247	Public Health Nursing Supervisor	526	E	Classified	$57,377.06	$86,065.46
71	Public Information Officer	522	E	Classified	$39,189.02	$58,783.92
80	Public Relations Manager	533	E	Unclassified	$53,056.64	$90,196.60
2064	Public Service Associate	501	N	Classified	$29,848.00	$32,525.48
2042	Public Service Attendant	500	N	Classified	$29,640.00	$31,732.22
2056	Public Service Attendant Supervisor	503	N	Classified	$30,680.00	$35,005.88
2326	Public Services Administrator	534	E	Unclassified	$61,016.28	$103,727.52
2203	Public Utilities Administrator	536	E	Unclassified	$80,693.08	$137,178.34
7600	Pump Mechanic Supervisor	506	E	Classified	$32,968.00	$40,522.56
2416	Quality Assurance Specialist	523	E	Classified	$43,108.78	$64,663.04
4051	Radio Services Analyst	521	E	Classified	$35,626.76	$53,440.14
4052	Radio Services Engineer	526	E	Classified	$57,377.06	$86,065.46
4053	Radio Services Supervisor	523	E	Classified	$43,108.78	$64,663.04
4050	Radio Services Technician	508	N	Classified	$36,337.60	$44,676.32
182	Rate Analyst	524	E	Classified	$47,419.32	$71,128.98
149	Real Estate Manager	535	E	Unclassified	$70,168.02	$119,285.66
151	Real Estate Specialist	521	E	Classified	$35,626.76	$53,440.14
126	Real Estate Supervisor	525	E	Classified	$52,160.94	$78,241.80
7	Records Supervisor	505	E	Classified	$32,323.20	$38,593.62
431	Recreation Assistant	500	N	Classified	$29,640.00	$31,732.22
2066	Recreation Coordinator	401	E	Temporary	Temp	Temp
2173	Recreation Instructor	520	E	Classified	$32,387.68	$48,581.78
450	Recreation Specialist	503	N	Classified	$30,680.00	$35,005.88
2174	Recreation Supervisor	509	E	Classified	$38,168.00	$46,911.54
2234	Redevelopment Officer	536	E	Unclassified	$80,693.08	$137,178.34
288	Registered Dietician	523	E	Classified	$43,108.78	$64,663.04
2001	Risk Analyst	522	E	Classified	$39,189.02	$58,783.92
1138	Risk Management Director	540	E	Unclassified	Set by City Manager	Set by City Manager
2391	Safety Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2334	Safety Coordinator I	522	E	Classified	$39,189.02	$58,783.92
2441	Safety Coordinator II	523	E	Classified	$43,108.78	$64,663.04
91	Safety Specialist	520	E	Classified	$32,387.68	$48,581.78
2335	Safety Supervisor	524	E	Classified	$47,419.32	$71,128.98
51	Sales & Marketing Administrator	536	E	Unclassified	$80,693.08	$137,178.34
2144	Sales Manager	525	E	Classified	$52,160.94	$78,241.80
200	Sanitarian I	511	N	Classified	$42,036.80	$51,719.72

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
202	Sanitarian II	514	N	Classified	$45,240.00	$59,872.02
203	Sanitarian Services Manager	534	E	Unclassified	$61,016.28	$103,727.52
4054	SAP Basis Administrator	526	E	Classified	$57,377.06	$86,065.46
4056	SAP Business Solutions Analyst	524	E	Classified	$47,419.32	$71,128.98
4058	SAP Business Solutions Lead	529	E	Classified	$76,369.02	$114,553.66
4057	SAP Business Solutions Senior Analyst	527	E	Classified	$63,115.00	$94,672.76
4059	SAP Business Solutions Supervisor	530	E	Classified	$84,005.22	$126,007.70
4060	SAP Development Analyst	527	E	Classified	$63,115.00	$94,672.76
4062	SAP Development Lead	530	E	Classified	$84,005.22	$126,007.70
4061	SAP Development Senior Analyst	528	E	Classified	$69,426.76	$104,140.14
4063	SAP Development Supervisor	531	E	Classified	$92,407.12	$138,610.68
623	School Crossing Guard	500	N	Unclassified	$29,640.00	$31,732.22
624	School Crossing Guard Supervisor	503	N	Classified	$30,680.00	$35,005.88
2270	School Nurse	525	E	Unclassified	$52,160.94	$78,241.80
651	Security Guard Chief	508	E	Classified	$36,337.60	$44,676.32
634	Security Guard I	501	N	Classified	$29,848.00	$32,525.48
635	Security Guard II	503	N	Classified	$30,680.00	$35,005.88
2219	Senior Accountant	523	E	Classified	$43,108.78	$64,663.04
42	Senior Administrative Assistant	521	E	Classified	$35,626.76	$53,440.14
613	Senior Alarms Investigator	512	E	Classified	$44,179.20	$54,304.64
2123	Senior Architect	528	E	Unclassified	$69,426.76	$104,140.14
7743	Senior Audio Visual Technician	507	N	Classified	$34,611.20	$42,549.26
2186	Senior Budget Program Specialist	527	E	Classified	$63,115.00	$94,672.76
7890	Senior Building Maintenance Supervisor	517	E	Classified	$51,090.52	$69,308.20
4007	Senior Business Analyst	524	E	Classified	$47,419.32	$71,128.98
803	Senior Cashier	503	N	Classified	$30,680.00	$35,005.88
2358	Senior Center Manager	533	E	Unclassified	$53,056.64	$90,196.60
975	Senior Circulation Attendant	503	N	Classified	$30,680.00	$35,005.88
2077	Senior Code Enforcement Officer	511	N	Classified	$42,036.80	$51,719.72
555	Senior Construction Inspector	516	N	Classified	$48,658.22	$66,008.80
645	Senior Crime Analyst	508	N	Classified	$36,337.60	$44,676.32
2007	Senior Crime Scene Investigator	515	N	Classified	$46,800.00	$62,865.40
910	Senior Customer Service Representative	503	N	Classified	$30,680.00	$35,005.88
4022	Senior Database Administrator	528	E	Classified	$69,426.76	$104,140.14
2251	Senior Development Services Inspector	514	N	Classified	$45,240.00	$59,872.02
2088	Senior Development Services Representative	503	N	Classified	$30,680.00	$35,005.88
532	Senior Development Services Specialist	511	N	Classified	$42,036.80	$51,719.72
923	Senior Economic Development Specialist	525	E	Classified	$52,160.94	$78,241.80
7177	Senior Electronic Technician	513	N	Classified	$46,363.20	$57,020.86
142	Senior Engineer	536	E	Unclassified	$80,693.08	$137,178.34
143	Senior Engineering Associate	525	E	Classified	$52,160.94	$78,241.80
132	Senior Engineering Technician	511	N	Classified	$42,036.80	$51,719.72
2364	Senior Environmental Assessor	513	E	Classified	$46,363.20	$57,020.86
237	Senior Environmental Protection Officer	523	E	Classified	$43,108.78	$64,663.04
7420	Senior Equipment Operator	507	N	Classified	$34,611.20	$42,549.26
177	Senior Events Services Coordinator	523	E	Classified	$43,108.78	$64,663.04
1066	Senior Executive Secretary	510	N	Unclassified	$40,060.80	$49,257.00
667	Senior Fire Protection Engineer	536	E	Unclassified	$80,693.08	$137,178.34
2399	Senior Historic Preservation Specialist	524	E	Classified	$47,419.32	$71,128.98
489	Senior Horticulturist	522	E	Classified	$39,189.02	$58,783.92
830	Senior Human Resources Administrator	536	E	Unclassified	$80,693.08	$137,178.34
100	Senior Human Resources Analyst	525	E	Classified	$52,160.94	$78,241.80
438	Senior Human Resources Specialist	512	N	Classified	$44,179.20	$54,304.64
2078	Senior International Relations Specialist	525	E	Classified	$52,160.94	$78,241.80
4035	Senior IT Manager	536	E	Unclassified	$80,693.08	$137,178.34
2161	Senior Juvenile Court Case Manager	522	E	Classified	$39,189.02	$58,783.92
999	Senior Management Analyst	525	E	Classified	$52,160.94	$78,241.80
997	Senior Management Coordinator	526	E	Classified	$57,377.06	$86,065.46
2293	Senior Muncipal Court of Record Clerk	512	N	Classified	$44,179.20	$54,304.64
9	Senior Office Assistant	501	N	Classified	$29,848.00	$32,525.48
58	Senior Performance & Management Specialist	528	E	Classified	$69,426.76	$104,140.14
161	Senior Planner	524	E	Classified	$47,419.32	$71,128.98
576	Senior Plans Examiner	514	N	Classified	$45,240.00	$59,872.02
2302	Senior Police Fleet Service Agent	508	N	Classified	$36,337.60	$44,676.32

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
652	Senior Police Services Agent	508	N	Classified	$36,337.60	$44,676.32
912	Senior Project Management Specialist	520	E	Classified	$32,387.68	$48,581.78
2129	Senior Project Manager	528	E	Unclassified	$69,426.76	$104,140.14
73	Senior Public Information Officer	524	E	Classified	$47,419.32	$71,128.98
2065	Senior Public Service Associate	503	N	Classified	$30,680.00	$35,005.88
2264	Senior Rate Analyst	525	E	Classified	$52,160.94	$78,241.80
125	Senior Real Estate Specialist	524	E	Classified	$47,419.32	$71,128.98
849	Senior Records Technician	501	N	Classified	$29,848.00	$32,525.48
833	Senior Risk Analyst	525	E	Classified	$52,160.94	$78,241.80
204	Senior Sanitarian	516	E	Classified	$48,658.22	$66,008.80
4055	Senior SAP Basis Administrator	529	E	Classified	$76,369.02	$114,553.66
95	Senior Special Projects Manager	535	E	Unclassified	$70,168.02	$119,285.66
2069	Senior Stock Clerk	502	N	Classified	$30,160.00	$33,339.28
2295	Senior Warrant Officer	512	N	Classified	$44,179.20	$54,304.64
87	Services & Supply Superintendent	532	E	Unclassified	$46,137.00	$78,432.90
2145	Services Manager	524	E	Classified	$47,419.32	$71,128.98
7012	Side Loader Equipment Operator	507	N	Classified	$34,611.20	$42,549.26
119	Sign Fabricator	505	N	Classified	$32,323.20	$38,593.62
7188	Sign Shop Supervisor	511	E	Classified	$42,036.80	$51,719.72
906	Social Services Manager	534	E	Unclassified	$61,016.28	$103,727.52
2341	Solid Waste Administrator	536	E	Unclassified	$80,693.08	$137,178.34
7280	Solid Waste Collection Route Supervisor	511	E	Classified	$42,036.80	$51,719.72
7011	Solid Waste Collection Truck Driver	503	N	Classified	$30,680.00	$35,005.88
7010	Solid Waste Collection Worker	502	N	Classified	$30,160.00	$33,339.28
7271	Solid Waste District Manager	534	E	Unclassified	$61,016.28	$103,727.52
2393	Solid Waste Equipment Operator	505	N	Classified	$32,323.20	$38,593.62
1087	Solid Waste Management Director	541	E	Unclassified	Set by City Manager	Set by City Manager
7265	Solid Waste Manager	535	E	Unclassified	$70,168.02	$119,285.66
7272	Solid Waste Recycling Coordinator	521	E	Classified	$35,626.76	$53,440.14
7013	Solid Waste Route Inspector	506	N	Classified	$32,968.00	$40,522.56
2392	Solid Waste Senior Equipment Operator	507	N	Classified	$34,611.20	$42,549.26
47	Special Activities Coordinator	510	N	Classified	$40,060.80	$49,257.00
866	Special Projects Manager	534	E	Unclassified	$61,016.28	$103,727.52
2102	SR Municipal Integrity Investigator	526	E	Classified	$57,377.06	$86,065.46
2127	Stage Coordinator	513	N	Classified	$46,363.20	$57,020.86
7741	Stage Manager	507	N	Classified	$34,611.20	$42,549.26
21	Stock Clerk	501	N	Classified	$29,848.00	$32,525.48
28	Stock Control Crew Leader	504	N	Classified	$31,366.40	$36,756.46
26	Stock Control Supervisor	511	E	Classified	$42,036.80	$51,719.72
9101	Student Intern I	400	N	Temporary	Temp	Temp
9104	Student Intern I (Unpaid)	499	N	Temporary	Temp	Temp
9102	Student Intern II	401	N	Temporary	Temp	Temp
9105	Student Intern II (Unpaid)	499	N	Temporary	Temp	Temp
9103	Student Intern III	405	N	Temporary	Temp	Temp
9106	Student Intern III (Unpaid)	499	N	Temporary	Temp	Temp
9014	Substitute Teacher	400	N	Temporary	Temp	Temp
110	Survey Party Chief	505	N	Classified	$32,323.20	$38,593.62
2068	Surveyor	502	N	Classified	$30,160.00	$33,339.28
437	Swimming Pool Supervisor	503	N	Classified	$30,680.00	$35,005.88
4064	System Administration Analyst	524	E	Classified	$47,419.32	$71,128.98
4066	System Administration Engineer	527	E	Classified	$63,115.00	$94,672.76
4065	System Administrator	525	E	Classified	$52,160.94	$78,241.80
831	Tax Assessor/Collector Administrator	535	E	Unclassified	$70,168.02	$119,285.66
2260	Teacher	525	E	Unclassified	$52,160.94	$78,241.80
2265	Teacher Assistant I	500	N	Unclassified	$29,640.00	$31,732.22
2259	Teacher Assistant II	504	N	Unclassified	$31,366.40	$36,756.46
2423	Teacher's Aide	501	N	Unclassified	$29,848.00	$32,525.48
2104	Technical Security Manager	536	E	Unclassified	$80,693.08	$137,178.34
2419	Technical Services Manager	528	E	Classified	$69,426.76	$104,140.14
4068	Technical Writing Analyst	510	N	Classified	$40,060.80	$49,257.00
4069	Technical Writing Lead	522	E	Classified	$39,189.02	$58,783.92
4067	Technical Writing Technician	508	N	Classified	$36,337.60	$44,676.32
4070	Technology Expert	531	E	Unclassified	$92,407.12	$138,610.68
4072	Telecommunications Administrator	527	E	Classified	$63,115.00	$94,672.76

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JOB CLASS	JOB TITLE	PAY RANGE	FLSA	CIVIL SERVICE*	RANGE MINIMUM	RANGE MAXIMUM
4071	Telecommunications Analyst	523	E	Classified	$43,108.78	$64,663.04
4073	Telecommunications Engineer	529	E	Classified	$76,369.02	$114,553.66
7745	Television Director	508	N	Classified	$36,337.60	$44,676.32
183	Television Programming Coordinator	512	N	Classified	$44,179.20	$54,304.64
9005	Temporary Employee	400	N	Temporary	Temp	Temp
9002	Temporary Office Clerical Employee	400	N	Temporary	Temp	Temp
9003	Temporary Summer Employee	400	N	Temporary	Temp	Temp
2031	Time and Attendance Coordinator	524	E	Classified	$47,419.32	$71,128.98
2222	Time and Attendance Manager	533	E	Unclassified	$53,056.64	$90,196.60
2197	Time and Attendance Specialist	504	N	Classified	$31,366.40	$36,756.46
7765	Tire Repairer	501	N	Classified	$29,848.00	$32,525.48
2070	Traffic Signal Technician	509	N	Classified	$38,168.00	$46,911.54
7210	Traffic Signals Supervisor	511	E	Classified	$42,036.80	$51,719.72
2437	Traffic Signs & Markings Technician	503	N	Classified	$25,548.90	$34,659.30
92	Training Officer	522	E	Classified	$39,189.02	$58,783.92
1137	Transportation & Capital Improvements Director	541	E	Unclassified	Set by City Manager	Set by City Manager
2215	Transportation & Capital Improvements Operations Lead	513	N	Classified	$46,363.20	$57,020.86
7261	Transportation & Capital Improvements Operations Manager	535	E	Unclassified	$70,168.02	$119,285.66
7250	Transportation & Capital Improvements Operations Superintendent	533	E	Unclassified	$53,056.64	$90,196.60
2214	Transportation & Capital Improvements Operations Supervisor	515	E	Classified	$46,800.00	$62,865.40
567	Transportation Inspector II	505	N	Classified	$32,323.20	$38,593.62
2230	Transportation Planner	522	E	Classified	$39,189.02	$58,783.92
2232	Transportation Planning Manager	534	E	Unclassified	$61,016.28	$103,727.52
2231	Transportation Senior Planner	524	E	Classified	$47,419.32	$71,128.98
568	Transportation Services Manager	532	E	Unclassified	$46,137.00	$78,432.90
408	Tree Preservation/ Landscape Inspector	510	N	Classified	$40,060.80	$49,257.00
1142	Tricentennial Chief Executive Officer	540	E	Unclassified	Set by City Manager	Set by City Manager
7370	Truck Driver	502	N	Classified	$30,160.00	$33,339.28
2367	Uniform Payroll Manager	534	E	Unclassified	$61,016.28	$103,727.52
2298	Uniform Personnel Coordinator	523	E	Classified	$43,108.78	$64,663.04
4075	UNIX System Administration Engineer	530	E	Classified	$84,005.22	$126,007.70
4074	UNIX System Administrator	527	E	Classified	$63,115.00	$94,672.76
2389	Urban Designer	535	E	Unclassified	$70,168.02	$119,285.66
7275	Utility Coordinator	522	E	Classified	$39,189.02	$58,783.92
2413	Vacant Building Redevelopment Officer	535	E	Unclassified	$70,168.02	$119,285.66
254	Vector Control Technician	505	N	Classified	$32,323.20	$38,593.62
213	Veterinarian	528	E	Unclassified	$69,426.76	$104,140.14
209	Veterinary Technician	508	N	Classified	$36,337.60	$44,676.32
643	Video Production Technician	510	N	Classified	$40,060.80	$49,257.00
9012	Violence Interrupter	400	N	Temporary	Temp	Temp
4076	Virtual System Administration Analyst	524	E	Classified	$47,419.32	$71,128.98
4078	Virtual System Administration Engineer	527	E	Classified	$63,115.00	$94,672.76
4077	Virtual System Administrator	525	E	Classified	$52,160.94	$78,241.80
2350	Vital Records Supervisor	525	E	Classified	$52,160.94	$78,241.80
2261	Volunteer Program Coordinator	526	E	Classified	$57,377.06	$86,065.46
427	Volunteer Services Coordinator	523	E	Classified	$43,108.78	$64,663.04
2294	Warrant Officer	509	N	Classified	$38,168.00	$46,911.54
4079	Web Applications Solutions Analyst	524	E	Classified	$47,419.32	$71,128.98
4081	Web Applications Solutions Lead	527	E	Classified	$63,115.00	$94,672.76
4080	Web Applications Solutions Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
4082	Web Applications Solutions Supervisor	528	E	Classified	$69,426.76	$104,140.14
4083	Web Design Analyst	524	E	Classified	$47,419.32	$71,128.98
4085	Web Design Lead	527	E	Classified	$63,115.00	$94,672.76
4084	Web Design Senior Analyst	525	E	Classified	$52,160.94	$78,241.80
7750	Welder	508	N	Classified	$36,337.60	$44,676.32
2377	WIC Certification Specialist	505	N	Classified	$32,323.20	$38,593.62
2312	Wildlife Biologist	527	E	Classified	$63,115.00	$94,672.76
4086	Windows System Administration Analyst	523	E	Classified	$43,108.78	$64,663.04
4088	Windows System Administration Engineer	526	E	Classified	$57,377.06	$86,065.46
4087	Windows System Administrator	524	E	Classified	$47,419.32	$71,128.98
2337	Workers' Compensation Coordinator	522	E	Classified	$39,189.02	$58,783.92
2366	Workforce Development Manager	535	E	Unclassified	$70,168.02	$119,285.66
1145	World Heritage Director	540	E	Unclassified	Set by City Manager	Set by City Manager

*All part-time, grant and temporary jobs labeled "Classified" are considered "Unclassified" by Municipal Civil Service.

FY 2018 Active Civilian Employees
Plan Design & Employee Contributions

	Civilian Pre-2009	Civilian Post-2009	Civilian Pre-2009	Civilian Post-2009
	CDHP		New Value	
	Premiums		Premiums	
Employee Only	$19.00	$45.00	$80.00	$177.00
Employee + Child(ren)	$33.00	$74.00	$210.00	$416.00
Employee + Spouse	$96.00	$209.00	$395.00	$662.00
Employee + Family	$136.00	$296.00	$534.00	$888.00
	Deductible		Deductible	
In-Network Individual	$2,000		$1,500	
In-Network Family	$4,000		$3,000	
Out-of-Network Individual	$4,000		$3,000	
Out-of-Network Family	$8,000		$6,000	
	Out-of-Pocket (OOP) Maximum		Out-of-Pocket (OOP) Maximum	
In-Network Individual	$4,000		$3,500	
In-Network Family	$8,000		$7,000	
Out-of-Network Individual	$8,000		$7,000	
Out-of-Network Family	$16,000		$14,000	
	Co-Insurance		Co-Pays	
Primary Care Physician Co-Pay	20% after deductible		$30	
Specialist	20% after deductible		$55	
Urgent Care	20% after deductible		$50	
	Pharmacy		Pharmacy	
Tier 1 (Generics)	20% after deductible		$10	
Tier 2 (Preferred Brand Formulary)	20% after deductible		$35	
Tier 3 (Non-Preferred Brand)	20% after deductible		$65	
Tier 4 (Specialty)	20% after deductible		$100	
			Value Based Co-Pays (Diabetes Rx)	
Tier 1 (Generics)	20% after deductible		$0	
Tier 2 (Preferred Brand Formulary)	20% after deductible		$10	
Tier 3 (Non-Preferred Brand)	20% after deductible		$20	

FY 2018 Retiree Civilian Employees
Plan Design & Employee Contributions

Non-Medicare	CDHP						NEW VALUE					
	Retiree (30+ Years)	Retiree (25-29 Years)	Retiree (20-24 Years)	Retiree (19 Years or less)	Retiree (5-9 Years; Hired after 10/1/2007)	Retiree (10+ Years; Hired after 10/1/2007)	Retiree (30+ Years)	Retiree (25-29 Years)	Retiree (20-24 Years)	Retiree (19 Years or less)	Retiree (5-9 Years; Hired after 10/1/2007)	Retiree (10+ Years; Hired after 10/1/2007)
Premiums							**Premiums**					
Retiree Only	$204	$222	$241	$303	$958	$479	$277	$306	$331	$401	$1,066	$533
Retiree + 1	$409	$429	$474	$631	$1,916	$958	$522	$561	$617	$778	$2,131	$1,066
Retiree + 2 or more	$583	$617	$682	$911	$2,490	$1,245	$724	$780	$860	$1,088	$2,771	$1,385
Deductible							**Deductible**					
In-Network Individual	$2,000						$1,500					
In-Network Family	$4,000						$3,000					
Out-of-Network Individual	$4,000						$3,000					
Out-of-Network Family	$8,000						$6,000					
Out-of-Pocket (OOP) Maximum							**Out-of-Pocket (OOP) Maximum**					
In-Network Individual	$4,000						$3,500					
In-Network Family	$8,000						$7,000					
Out-of-Network Individual	$8,000						$7,000					
Out-of-Network Family	$16,000						$14,000					
Co-Insurance							**Co-Pays**					
Primary Care Physician Co-Pay	20% after deductible						$30					
Specialist	20% after deductible						$55					
Urgent Care	20% after deductible						$50					
Pharmacy[1]							**Pharmacy**					
Tier 1 (Generics)	20% after deductible						$10					
Tier 2 (Preferred Brand Formulary)	20% after deductible						$35					
Tier 3 (Non-Preferred Brand)	20% after deductible						$65					
Tier 4 (Specialty)	20% after deductible						$100					
Value Based Co-Pays (Diabetes Rx)							**Value Based Co-Pays (Diabetes Rx)**					
Tier 1 (Generics)	20% after deductible						0					
Tier 2 (Preferred Brand Formulary)	20% after deductible						10					
Tier 3 (Non-Preferred Brand)	20% after deductible						20					

Notes
1) IRS-approved maintenance medication covered at 20% of cost for CDHP only

PERSONNEL SCHEDULE
BY FUND AND DEPARTMENT
FY 2018 ADOPTED BUDGET

GENERAL FUND	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 ADOPTED	NET CHANGE IN POSITIONS
Animal Care Services	130	135	136	1
Center City Development & Operations	66	63	63	0
City Attorney	66	65	65	0
City Auditor	23	23	23	0
City Clerk	32	32	33	1
City Manager	17	17	19	2
Code Enforcement Services	146	146	146	0
311 Customer Service	0	40	45	5
Eastpoint	4	4	4	0
Economic Development	33	34	37	3
Finance	103	103	103	0
Fire	1,827	1,797	1,840	43
Government & Public Affairs	73	34	34	0
Health	116	116	116	0
Historic Preservation	17	19	19	0
Human Resources	48	49	50	1
Human Services	96	105	102	(3)
Innovation	0	8	8	0
Library	553	553	553	0
Management & Budget	26	19	19	0
Mayor & Council	18	18	18	0
Municipal Court	165	122	122	0
Municipal Detention Center	0	43	43	0
Neighborhood and Housing Services	0	0	10	10
Non-Departmental/Non-Operating	9	15	15	0
Parks & Recreation	428	434	439	5
Parks Police	164	173	177	4
Planning	19	24	19	(5)
Police	2,973	3,019	3,090	71
Transportation & Capital Improvements	340	338	338	0
TOTAL GENERAL FUND	**7,492**	**7,548**	**7,686**	**138**

OTHER FUNDS	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 ADOPTED	NET CHANGE IN POSITIONS
Advanced Transportation District Fund	24	24	26	2
Arts & Culture Fund	20	18	18	0
Aviation Fund	468	473	486	13
Capital Management Services Fund	174	164	176	12
Child Safety Fund	262	262	262	0
City Cemeteries Fund	1	1	1	0
Community & Visitor Facilities Fund	335	336	341	5
Convention & Visitors Bureau Fund	79	0	0	0
Development Services Fund	255	273	275	2
Economic Development Incentive Fund	1	1	1	0
Energy Efficiency Fund	4	4	4	0
Facility Services Fund	116	117	117	0
Fleet Services Fund	167	174	174	0
Information Technology Services Fund	342	340	341	1
Juvenile Case Manager Fund	20	20	18	(2)
Market Square Fund	7	7	7	0
Municipal Courts Security Fund	8	8	7	(1)
Municipal Courts Technology Fund	0	0	0	0
Official City Store Fund	12	0	0	0
Parking Operating and Maintenance Fund	92	91	92	1
Parks Environmental Fund	94	94	94	0
Purchasing and General Services Fund	40	40	41	1
Self Insurance Funds	66	65	67	2
Solid Waste Fund[1]	581	606	624	18
Storm Water Operations Fund	267	275	275	0
Storm Water Regional Facilities Fund	12	12	13	1
Streets Right of Way Management Fund	28	40	40	0
TIF Unit Fund	7	8	8	0
Tree Mitigation Fund	3	3	3	0
Tricentennial Fund	0	2	1	(1)
TOTAL OTHER FUNDS	**3,485**	**3,458**	**3,512**	**54**
TOTAL ALL FUNDS[2]	**10,977**	**11,006**	**11,198**	**192**

[1]Includes 5 positions in the Office of Sustainability

[2]Does not include 415 positions for Pre-K 4 SA

	FY 2016 AUTHORIZED	FY 2017 AUTHORIZED	FY 2018 ADOPTED	NET CHANGE IN POSITIONS
Internal Services/Alternate Service Employee Fund	1,969	1,969	1,969	0

Table 5-Appropration Plan

CAPITAL IMPROVEMENTS PROGRAM BY REVENUE SOURCE
For FY 2018 through FY 2023
(Dollars in Thousands)

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
2007 GO DRAINAGE IMPROVEMENT BOND-B							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
BIG SKY DRAINAGE	100	0	0	0	0	0	100
DISTRICT 5 DRAINAGE IMPROVEMENTS	1,350	0	0	0	0	0	1,350
DISTRICT 7 DRAINAGE IMPROVEMENTS	2,000	0	0	0	0	0	2,000
MCDOUGAL AVE DRAINAGE	450	0	0	0	0	0	450
SALADO CREEK TRIBUTARY B RESTORATION	700	0	0	0	0	0	700
TOPEKA BLVD RECONSTRUCTION & DRAINAGE IMPROVEMENTS	100	0	0	0	0	0	100
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	4,700	0	0	0	0	0	4,700
TOTAL 2007 GO DRAINAGE IMPROVEMENT BOND-B	**4,700**	**0**	**0**	**0**	**0**	**0**	**4,700**
2007 GO PARK & RECREATION IMPROVEMENT BOND-B							
PARKS AND RECREATION							
BRACKENRIDGE PARK RIVERWALL REPAIRS	200	0	0	0	0	0	200
TOTAL PARKS AND RECREATION	200	0	0	0	0	0	200
TOTAL 2007 GO PARK & RECREATION IMPROVEMENT BOND-B	**200**	**0**	**0**	**0**	**0**	**0**	**200**
2007 GO STREET IMPROVEMENT BOND-B							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
LACKLAND CORRIDOR	300	0	0	0	0	0	300
PEDESTRIAN SAFETY VISION ZERO	100	0	0	0	0	0	100
REDLAND RD SOUTH (1604 TO JONES MALTSBERGER)	500	0	0	0	0	0	500
STREET MAINTENANCE PROGRAM	7,200	300	0	0	0	0	7,500
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	8,100	300	0	0	0	0	8,400
TOTAL 2007 GO STREET IMPROVEMENT BOND-B	**8,100**	**300**	**0**	**0**	**0**	**0**	**8,400**
2011 CERTIFICATES OF OBLIGATION							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
LESLIE ROAD SERVICE CENTER	856	0	0	0	0	0	856

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
SOUTHEAST SERVICE CENTER	856	0	0	0	0	0	856
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	1,712	0	0	0	0	0	1,712
TOTAL 2011 CERTIFICATES OF OBLIGATION	**1,712**	**0**	**0**	**0**	**0**	**0**	**1,712**
2012 GO DRAINAGE IMPROVEMENT BOND-A							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
DISTRICT 5 DRAINAGE IMPROVEMENTS	15	0	0	0	0	0	15
E. HIGHLAND BLVD DRAINAGE	785	0	0	0	0	0	785
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	800	0	0	0	0	0	800
TOTAL 2012 GO DRAINAGE IMPROVEMENT BOND-A	**800**	**0**	**0**	**0**	**0**	**0**	**800**
2012 GO LIBRARY IMPROVEMENT BOND							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
SEMMES LIBRARY HVAC	200	0	0	0	0	0	200
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	200	0	0	0	0	0	200
TOTAL 2012 GO LIBRARY IMPROVEMENT BOND	**200**	**0**	**0**	**0**	**0**	**0**	**200**
2012 GO PARK & RECREATION IMPROVEMENT BOND-A							
PARKS AND RECREATION							
BRACKENRIDGE PARK RIVERWALL REPAIRS	900	0	0	0	0	0	900
TOTAL PARKS AND RECREATION	900	0	0	0	0	0	900
TOTAL 2012 GO PARK & RECREATION IMPROVEMENT BOND-A	**900**	**0**	**0**	**0**	**0**	**0**	**900**
2012 GO STREET IMPROVEMENT BOND-A							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
BUENA VISTA CORRIDOR	1,000	0	0	0	0	0	1,000
CESAR CHAVEZ CORRIDOR	1,000	0	0	0	0	0	1,000
COMMERCE CORRIDOR	1,000	0	0	0	0	0	1,000
PEDESTRIAN SAFETY VISION ZERO	900	0	0	0	0	0	900
SCHOOL PEDESTRIAN SAFETY	1,000	0	0	0	0	0	1,000
STREET MAINTENANCE PROGRAM	8,400	0	0	0	0	0	8,400
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	13,300	0	0	0	0	0	13,300
TOTAL 2012 GO STREET IMPROVEMENT BOND-A	**13,300**	**0**	**0**	**0**	**0**	**0**	**13,300**
ADVANCED TRANSPORTATION DISTRICT							

REVENUE SOURCE / DEPARTMENT / PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
TRANSPORTATION & CAPITAL IMPROVEMENTS							
ATD FY 2018 BIKE FACILITIES	500	0	0	0	0	0	500
ATD FY 2018 INTELLIGENT TRAFFIC SYSTEM	375	0	0	0	0	0	375
ATD FY 2018 INTERSECTION SAFETY IMPROVEMENT	850	0	0	0	0	0	850
ATD FY 2018 SIDEWALKS	5,000	0	0	0	0	0	5,000
ATD ITSD TRAFFIC SIGNAL COMMUNICATION	2,000	0	0	0	0	0	2,000
STREET MAINTENANCE PROGRAM	4,750	0	0	0	0	0	4,750
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	13,475	0	0	0	0	0	13,475
TOTAL ADVANCED TRANSPORTATION DISTRICT	**13,475**	**0**	**0**	**0**	**0**	**0**	**13,475**
COMMUNITY DEVELOPMENT BLOCK GRANT							
PLANNING AND COMMUNITY DEV							
EASTSIDE CHOICE NEIGHBORHOOD TRANSFORMATION	2,500	0	0	0	0	0	2,500
TOTAL PLANNING AND COMMUNITY DEV	2,500	0	0	0	0	0	2,500
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT	**2,500**	**0**	**0**	**0**	**0**	**0**	**2,500**
GENERAL FUND							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
FY 2018 TRAFFIC CALMING	1,000	0	0	0	0	0	1,000
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	1,000	0	0	0	0	0	1,000
TOTAL GENERAL FUND	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**
INTERIM AIRPORT FINANCING							
AVIATION							
AIRPORT INTEGRATED CONTROL CENTER	1,749	5,550	0	0	0	0	7,299
CONSOLIDATED RENTAL CAR FACILITY	2,885	0	0	0	0	0	2,885
FIRE ALARM SYSTEM UPGRADES	0	1,366	0	0	0	0	1,366
IMPROVEMENTS TO AIRPORT-OWNED PROPERTY	1,200	0	0	0	0	0	1,200
NETWORK INFRASTRUCTURE REPLACEMENT	1,880	0	0	0	0	0	1,880
OUTSIDE PLANT CAMPUS IT RING	0	487	0	0	0	0	487
PARKING, LONG TERM PARKING GARAGE STRUCTURAL REPAIRS	3,056	309	0	0	0	0	3,365
PASSENGER BOARDING BRIDGES	0	2,488	0	0	0	0	2,488
REHABILITATE WEST CARGO FACILITIES	257	3,828	0	0	0	0	4,085

REVENUE SOURCE / DEPARTMENT / PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM	2,015	0	0	0	0	0	2,015
RUNWAY 12R REHABILITATION	0	1,798	0	0	0	0	1,798
SYSTEMS INTEGRATION PROJECT (AODB)	0	299	0	0	0	0	299
TAXIWAY E RECONSTRUCTION	72	1,290	0	0	0	0	1,362
TERMINAL A IT CUTOVER	212	358	0	0	0	0	570
TERMINAL A RENOVATIONS III	6,807	4,117	0	0	0	0	10,924
TERMINAL A SECURITY CHECKPOINT EXPANSION	204	1,814	0	0	0	0	2,018
TERMINAL AREA TAXIWAYS	1,125	0	0	0	0	0	1,125
TOTAL AVIATION	21,462	23,704	0	0	0	0	45,166
TOTAL INTERIM AIRPORT FINANCING	**21,462**	**23,704**	**0**	**0**	**0**	**0**	**45,166**
PRIOR DEBT PROCEEDS							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
MCCRELESS BRANCH LIBRARY	128	0	0	0	0	0	128
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	128	0	0	0	0	0	128
TOTAL PRIOR DEBT PROCEEDS	**128**	**0**	**0**	**0**	**0**	**0**	**128**
PROP 1 - FY 2015 EDWARDS AQUIFER RECHARGE ZONE							
PARKS AND RECREATION							
EDWARDS AQUIFER PROTECTION PROGRAM	10,000	0	0	0	0	0	10,000
TOTAL PARKS AND RECREATION	10,000	0	0	0	0	0	10,000
TOTAL PROP 1 - FY 2015 EDWARDS AQUIFER RECHARGE ZONE	**10,000**	**0**	**0**	**0**	**0**	**0**	**10,000**
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE							
PARKS AND RECREATION							
ESPADA CONNECTION	110	0	0	0	0	0	110
RENOVATION OF CREEKWAY PROJECT IMPROVEMENT	105	0	0	0	0	0	105
SALADO CREEK (SOUTHSIDE LIONS PARK TO SE MILITARY DRIVE)	396	0	0	0	0	0	396
URBAN DESIGN ENHANCEMENTS	350	0	0	0	0	0	350
TOTAL PARKS AND RECREATION	961	0	0	0	0	0	961
TOTAL PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION VENUE	**961**	**0**	**0**	**0**	**0**	**0**	**961**
PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE							

REVENUE SOURCE / DEPARTMENT / PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
PARKS AND RECREATION							
ESPADA CONNECTION	167	0	0	0	0	0	167
FT. SAM HOUSTON TRAIL (JOHN JAMES PARK TO JACK WHITE PARK)	107	0	0	0	0	0	107
LEON GREENWAY TO SALADO GREENWAY CONNECT	414	0	0	0	0	0	414
RENOVATION OF CREEKWAY PROJECT IMPROVEMENT	425	0	0	0	0	0	425
SALADO CREEK (SOUTHSIDE LIONS PARK TO SE MILITARY DRIVE)	268	0	0	0	0	0	268
URBAN DESIGN ENHANCEMENTS	24	0	0	0	0	0	24
TOTAL PARKS AND RECREATION	1,405	0	0	0	0	0	1,405
TOTAL PROP 2 - 2015 PARKS DEVELOPMENT AND EXPANSION VENUE	**1,405**	**0**	**0**	**0**	**0**	**0**	**1,405**
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT							
PARKS AND RECREATION							
LEON GREENWAY TO SALADO GREENWAY CONNECT	187	0	0	0	0	0	187
TOTAL PARKS AND RECREATION	187	0	0	0	0	0	187
TOTAL PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	**187**	**0**	**0**	**0**	**0**	**0**	**187**
RIGHT OF WAY FUND							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
STREET MAINTENANCE PROGRAM	600	0	0	0	0	0	600
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	600	0	0	0	0	0	600
TOTAL RIGHT OF WAY FUND	**600**	**0**	**0**	**0**	**0**	**0**	**600**
STORM WATER OPERATING FUND							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
DARTMOOR AREA DRAINAGE IMPROVEMENT	330	0	0	0	0	0	330
HEARNE AVE. DRAINAGE IMPROVEMENTS	130	0	0	0	0	0	130
RECTOR ROAD REHAB PHASE 2	300	0	0	0	0	0	300
STAHL ROAD CULVERT CROSSING	110	0	0	0	0	0	110
THOUSAND OAKS EROSION PROTECTION	460	0	0	0	0	0	460
W. SUMMIT ALLEY #30 DRAINAGE IMPROVEMENT	720	0	0	0	0	0	720
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	2,050	0	0	0	0	0	2,050
TOTAL STORM WATER OPERATING FUND	**2,050**	**0**	**0**	**0**	**0**	**0**	**2,050**

REVENUE SOURCE / DEPARTMENT / PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
STORM WATER REGIONAL FACILITIES FUND							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
CONCEPCION CREEK OUTFALL	1,690	0	0	0	0	0	1,690
CONCEPCION CREEK PHASE 1	4,000	0	0	0	0	0	4,000
SAN PEDRO AND SAN ANTONIO TUNNEL PROJECT	500	0	0	0	0	0	500
STORM WATER REGIONAL MASTER PLAN - PH II	500	0	0	0	0	0	500
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	6,690	0	0	0	0	0	6,690
TOTAL STORM WATER REGIONAL FACILITIES FUND	**6,690**	**0**	**0**	**0**	**0**	**0**	**6,690**
UNISSUED CERTIFICATES OF OBLIGATION							
BUILDING & EQUIPMENT SERVICES							
CITYWIDE FACILITY NEEDS	5,000	0	0	0	0	0	5,000
TOTAL BUILDING & EQUIPMENT SERVICES	5,000	0	0	0	0	0	5,000
FIRE AND EMS							
FOSTER ROAD ANNEXATION	2,000	0	0	0	0	0	2,000
TOTAL FIRE AND EMS	2,000	0	0	0	0	0	2,000
ITSD							
RADIO AND SYSTEM REPLACEMENT	15,826	15,000	15,000	0	0	0	45,826
TOTAL ITSD	15,826	15,000	15,000	0	0	0	45,826
TRANSPORTATION & CAPITAL IMPROVEMENTS							
ALAMO PLAZA	10,000	0	0	0	0	0	10,000
BAZAN LIBRARY ROOF REPLACEMENT	100	0	0	0	0	0	100
BROADWAY AREA STREET IMPROVEMENTS	500	0	0	0	0	0	500
DOWNTOWN SIDEWALKS	1,270	0	0	0	0	0	1,270
EISENHOWER PARK WATER LINE	400	0	0	0	0	0	400
HARRY WURZBACH (AUSTIN HWY IMPRV)	1,285	0	0	0	0	0	1,285
HAUSMAN/UTSA CONNECTOR	2,100	0	0	0	0	0	2,100
INDIAN CREEK CENTROMED CLINIC	750	0	0	0	0	0	750
LACKLAND CORRIDOR	450	0	0	0	0	0	450
LANDA BRANCH PATIO AND HVAC	600	0	0	0	0	0	600
NORTHWEST AREA RECREATIONAL FACILITY	438	0	0	0	0	0	438
RANDOLPH/WEIDNER INTERSECTION	500	0	0	0	0	0	500
RESERVE FOR FUTURE CAPITAL PROJECTS	30	0	0	0	0	0	30

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
SOUTHEAST SERVICE CENTER	14,000	0	0	0	0	0	14,000
STREET MAINTENANCE PROGRAM	18,892	7,100	7,100	7,100	7,100	7,100	54,392
TOBIN AT OAKWELL HVAC	200	0	0	0	0	0	200
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	51,515	7,100	7,100	7,100	7,100	7,100	87,015
TOTAL UNISSUED CERTIFICATES OF OBLIGATION	**74,341**	**22,100**	**22,100**	**7,100**	**7,100**	**7,100**	**139,841**
UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION							
TRANSPORTATION & CAPITAL IMPROVEMENTS							
ALAMEDA THEATER RESTORATION	8,500	0	0	0	0	0	8,500
LESLIE ROAD SERVICE CENTER	17,550	0	0	0	0	0	17,550
SOUTHEAST SERVICE CENTER	14,000	0	0	0	0	0	14,000
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	40,050	0	0	0	0	0	40,050
TOTAL UNISSUED SELF SUPPORTING CERTIFICATES OF OBLIGATION	**40,050**	**0**	**0**	**0**	**0**	**0**	**40,050**
UNISSUED TAX NOTES							
ITSD							
IT INFRASTRUCTURE REPLACEMENT	5,000	5,000	5,000	5,000	5,000	5,000	30,000
NEW TECHNOLOGY PROJECTS	5,000	5,000	5,000	5,000	5,000	5,000	30,000
TOTAL ITSD	10,000	10,000	10,000	10,000	10,000	10,000	60,000
POLICE							
IN CAR VIDEO REPLACEMENT	3,300	0	0	0	0	0	3,300
TOTAL POLICE	3,300	0	0	0	0	0	3,300
TRANSPORTATION & CAPITAL IMPROVEMENTS							
STREET MAINTENANCE PROGRAM	15,000	22,000	22,000	22,000	22,000	22,000	125,000
WARRANTED TRAFFIC SIGNALS	800	0	0	0	0	0	800
TOTAL TRANSPORTATION & CAPITAL IMPROVEMENTS	15,800	22,000	22,000	22,000	22,000	22,000	125,800
TOTAL UNISSUED TAX NOTES	**29,100**	**32,000**	**32,000**	**32,000**	**32,000**	**32,000**	**189,100**
Grand Total	**233,861**	**78,104**	**54,100**	**39,100**	**39,100**	**39,100**	**483,365**

Adopted 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	1	Adams St	Eagleland Dr	S Alamo St	Sealant
2018	1	Adelaide	W Fest St	Rehmann St	Rehabilitation
2018	1	Aganier Ave	W Summit	W Gramercy Place	Sealant
2018	1	Aganier Ave	W Elsmere Place	Fulton Ave	Sealant
2018	1	Atlanta Ave	Gillespie	E Elmira St	Rehabilitation
2018	1	Ave Maria Dr	Melliff	San Pedro Ave	Rehabilitation
2018	1	Basswood Dr	Vance Jackson	West Ave	Rehabilitation
2018	1	Beauregard	Washington	S Alamo St	Rehabilitation
2018	1	Birchleaf	Mccullough Ave	Cul-De-Sac	Rehabilitation
2018	1	Blanco Rd	W Summit	Fredericksburg Rd	Sealant
2018	1	Blanco Rd	Edison Dr	W Hildebrand Ave	Sealant
2018	1	Brad	W Lynwood	Beal St	Rehabilitation
2018	1	Briarfield Dr	Callaghan Ave	Dudley Dr	Sealant
2018	1	Broadway	4th St	McCullough Ave	Sealant
2018	1	Broadway	Brooklyn Ave	McCullough Ave	Sealant
2018	1	Brooklyn Ave	N St Mary's	Broadway	Sealant
2018	1	Buckeye	Basse	Marchmont Ln	Rehabilitation
2018	1	Buckeye	Locknere	Marchmont Ln	Sealant
2018	1	Burwood Ln	Westmoreland	Basilwood	Sealant
2018	1	Carleton	E Agarita Ave	E Magnolia Ave	Sealant
2018	1	Carolina	S Presa St	Ih 37 S	Sealant
2018	1	Catalina	Alhambra	Dead End	Rehabilitation
2018	1	Cherry Ridge Dr	Nw Loop 410 Access Rd	Saxon	Rehabilitation
2018	1	Clower	West Ave	Nelda St	Sealant
2018	1	College St	N St Mary's	Navarro St	Sealant
2018	1	Convent	Soledad St	Navarro St	Rehabilitation
2018	1	Conway	Empire St	Everest Ave	Rehabilitation
2018	1	Dalehurst Dr	Rosedale	Salem Dr	Sealant
2018	1	Dallas St	Navarro St	Brooklyn Ave	Sealant
2018	1	Dellwood	Pinewood Ln	Oblate	Sealant
2018	1	Devine St	S Presa St	Dead End	Sealant
2018	1	Downtown Brick Pavers	Downtown	Downtown	Rehabilitation
2018	1	E Agarita Ave	Mccullough Ave	Carleton	Sealant
2018	1	E Arsenal	S Flores St	Washington	Sealant
2018	1	E Guenther St	Eagleland Dr	S Alamo St	Sealant
2018	1	E Guenther St	S Flores St	S Alamo St	Rehabilitation
2018	1	E Houston St	Alamo Plaza	3rd St	Sealant
2018	1	E Nueva	N St Mary's	S Alamo St	Rehabilitation
2018	1	E Quincy	E Park Ave & Newell	Schiller	Rehabilitation
2018	1	E Sheridan	S Alamo St	Dead End	Rehabilitation
2018	1	Edgebrook	Rosehill Dr	Brookview Dr	Sealant
2018	1	El Monte Blvd	Ih 10 W Access Rd	West Ave	Sealant
2018	1	El Paso St	S Flores St	Ih 35 S Access Rd	Sealant
2018	1	Eland Dr	Panda Dr	Vance Jackson	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	1	Empire St	Belfast Dr	Everest Ave	Rehabilitation
2018	1	Erie	Ih 35 N Access Rd	Camden St	Sealant
2018	1	Florida	S St Mary's	Ih 37 S	Sealant
2018	1	Forcke	Wickes St	Mission St	Rehabilitation
2018	1	Fresno	Ih 10 W Access Rd	Santa Paula	Sealant
2018	1	Grant Ave	Hildebrandt	Cincinnati Ave	Rehabilitation
2018	1	Greenridge Dr	Cherry Ridge Dr	Trudell	Sealant
2018	1	Guadalupe St	S Flores St	Ih 35 S Access Rd	Sealant
2018	1	Harvard	University	Yale Ave	Rehabilitation
2018	1	Howard St	W Ashby Place	W Dewey Place	Rehabilitation
2018	1	Jackson-keller Rd	Cotillion Dr	Nw Loop 410 Access Rd	Sealant
2018	1	Jackson-keller Rd	Speedway Dr	Nw Loop 410 Access Rd	Sealant
2018	1	Jacobs	S St Mary's	S Presa St	Sealant
2018	1	John Vance	Mider	Reece	Sealant
2018	1	Karnes	E Grayson St	E Josephine St	Sealant
2018	1	Kearney St	S Presa St	Dead End	Sealant
2018	1	Kentucky Ave	N Zarzamora	N Sabinas	Rehabilitation
2018	1	King William	S St Mary's	E Guenther St	Rehabilitation
2018	1	La Manda Blvd	Neer Ave	West Ave	Rehabilitation
2018	1	Labor St	E Cesar Chavez Blvd	S Presa St	Sealant
2018	1	Laza St	Rivas St	Delgado St	Sealant
2018	1	Lively	Vance Jackson	West Ave	Rehabilitation
2018	1	Lookover	Ridgecrest Dr	Dead End	Rehabilitation
2018	1	Lorene	Mccarty	Lockhill-selma Rd	Rehabilitation
2018	1	Lotus St	S St Mary's	Dead End	Sealant
2018	1	Madison	S St Mary's	E Guenther St	Rehabilitation
2018	1	Maria Alley	W Salinas	W Travis St	Rehabilitation
2018	1	Material Budget	City Wide	City Wide	Rehabilitation
2018	1	Mccullough Ave	E Evergreen	Ih 35 N Access Rd	Rehabilitation
2018	1	Mcilvaine	Beacon Ave	San Pedro Ave	Rehabilitation
2018	1	Meadowood Ln	El Montan Ave	Oblate	Sealant
2018	1	Mertz Dr	E Rampart	Dead End Or Cul De Sac	Rehabilitation
2018	1	Mill Race	Avenue B	Broadway	Sealant
2018	1	Mountaintop Blvd	Barbara	Linda Dr	Sealant
2018	1	N Alamo St	4th St	E Houston St	Rehabilitation
2018	1	N Calaveras	W Poplar St	Pace St	Sealant
2018	1	Nassau	Vance Jackson	West Ave	Sealant
2018	1	Neer Ave	Cliffwood Dr	Dead End	Sealant
2018	1	Neer Ave	Ih 10 W Access Rd	Harwood Dr	Rehabilitation
2018	1	Neer Ave	Glen Ivy	Cherry Ridge Dr	Rehabilitation
2018	1	Neff Ave	Culebra Rd	E Poplar St	Sealant
2018	1	Oblate	Jones Maltsberger Rd	Blanco Rd	Sealant
2018	1	Pancoast	E Cesar Chavez Blvd	Washington	Rehabilitation
2018	1	Panda Dr	Adrian Dr	Freiling Dr	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	1	Pereida St	S Presa St	S Alamo St	Sealant
2018	1	Pilgrim Dr	Vance Jackson	West Ave	Rehabilitation
2018	1	Pinewood Ln	El Montan Ave	Us Hwy 281 N Access Rd	Sealant
2018	1	Program Management Services	City Wide	City Wide	Rehabilitation
2018	1	Rancho Blanco Blvd	Capitol Ave	Grant Ave	Rehabilitation
2018	1	Ratzel	Addax Dr	Eland Dr	Rehabilitation
2018	1	Refugio St	Santa Clara Place	Mcmillan Place	Sealant
2018	1	Riddle	Labor St	N Brazos St	Rehabilitation
2018	1	Ridgecrest Dr	Everest Ave	Broadway	Rehabilitation
2018	1	Ripley Ave	W Summit	W Woodlawn	Sealant
2018	1	Rivas St	N Zarzamora	Dead End Or Cul De Sac	Sealant
2018	1	Rosedale	La Manda Blvd	Ih 10 W Access Rd	Rehabilitation
2018	1	Rounds St	N Calaveras	N Zarzamora	Sealant
2018	1	S Alamo St	S Flores St	Ih 35 S Access Rd	Sealant
2018	1	S San Saba	Dolorosa	W Nueva	Rehabilitation
2018	1	S St Marys	Eagleland Dr	E Nueva	Sealant
2018	1	Sadie St	S Presa St	Dead End	Sealant
2018	1	Salem Dr	La Manda Blvd	El Monte Blvd	Rehabilitation
2018	1	Savoy	Empire St	Everest Ave	Rehabilitation
2018	1	Shady Rill	Vance Jackson	Neer Ave	Sealant
2018	1	Shannon Lee	Mccullough Ave	E Skipper Dr	Rehabilitation
2018	1	Shannon Lee	Mountaintop Blvd	Mccullough Ave	Rehabilitation
2018	1	Sleepy Cv	Vance Jackson	Cul-De-Sac	Rehabilitation
2018	1	Spencer Ln	Vance Jackson	Balcones Heights City Limits	Rehabilitation
2018	1	Springwood Ln	El Montan Ave	Mccullough Ave	Sealant
2018	1	Texas Ave	Dead End	Dead End	Sealant
2018	1	Tiffany Dr	Marlborough Dr	Briarfield Dr	Rehabilitation
2018	1	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	1	Trudell	Dewhurst Rd	West Ave	Sealant
2018	1	Turner St	Pancoast	S Alamo St	Rehabilitation
2018	1	Vance Jackson	Wurzbach Rd	Callaghan Rd	Sealant
2018	1	Vance Jackson	Loop 410 Access	Ih 10 W Access Rd	Sealant
2018	1	Vance Jackson	Ih 10 W Access Rd	Fredericksburg Rd	Sealant
2018	1	Venice St	Capitol Ave	Blanco Rd	Rehabilitation
2018	1	Viendo	Fredericksburg Rd	Ih 10 W Access Rd	Rehabilitation
2018	1	W Elsmere Place	Blanco Rd	N Flores St	Sealant
2018	1	W Elsmere Place	Blanco Rd	Dead End	Rehabilitation
2018	1	W Fest St	Adelaide	Nogalitos St	Rehabilitation
2018	1	W Huisache Ave	N Zarzamora	West Dr	Rehabilitation
2018	1	W Huisache Ave	E Huisache Ave	Ripley Ave	Sealant
2018	1	W Huisache Ave	Breeden St	N Main Ave	Sealant
2018	1	W Laurel St	San Pedro Ave	La Harpe St	Rehabilitation
2018	1	W Lawndale Dr	Everest Ave	Broadway	Sealant
2018	1	W Lynwood	Brad	Ih 10 W Access Rd	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	1	W Magnolia Ave	N Zarzamora	West Dr	Rehabilitation
2018	1	W Mistletoe	San Pedro Ave	Mccullough Ave	Rehabilitation
2018	1	W Mulberry Ave	N Zarzamora	N Calaveras	Rehabilitation
2018	1	W Poplar St	Camaron	Jackson	Rehabilitation
2018	1	W Rosewood Ave	Fredericksburg Rd	Warner Ave	Sealant
2018	1	W Summit	N Zarzamora	Fredericksburg Rd	Rehabilitation
2018	1	W Summit	San Pedro Ave	N Main Ave	Sealant
2018	1	W Summit	Blanco Rd	Breeden St	Sealant
2018	1	W Summit	Blanco Rd	IH 10 W Access Rd	Sealant
2018	1	Waldo	Empire St	Dead End	Rehabilitation
2018	1	Waverly	N Navidad	N Calaveras	Rehabilitation
2018	1	Wayside	Vance Jackson	West Ave	Rehabilitation
2018	1	Weizmann	West Ave	Neer Ave	Rehabilitation
2018	1	Wilmington Ave	E Quincy	Dallas St	Sealant
2018	1	Yale Ave	Harvard	Ih 10 W Access Rd	Sealant
2019	1	Aganier Ave	W Summit	Hickman Rd	Sealant
2019	1	Airport Blvd	Halm	Hallmark	Rehabilitation
2019	1	Alhambra	Catalina	Warner Ave	Rehabilitation
2019	1	Anne Lewis	Veda Mae	Grotto Blvd	Rehabilitation
2019	1	Arroya Vista Dr	Montview	Dead End	Sealant
2019	1	Atlanta Ave	Ih 35 N Access Rd	Dallas St	Sealant
2019	1	Auditorium Cir	Lexington Ave	Convent	Sealant
2019	1	Belvoir Dr	Callaghan Ave	Dudley Dr	Sealant
2019	1	Brooklyn Ave	Ih 37 S	Broadway	Sealant
2019	1	Buckeye	Ih 10 W Access Rd	Basse	Rehabilitation
2019	1	Callaghan Rd	Belvoir Dr	Briarfield Dr	Rehabilitation
2019	1	Capitol	San Angelo Blvd	Rancho Blanco Blvd	Sealant
2019	1	Colwyn Pass	Contessa Dr	Jones Maltsberger Rd	Rehabilitation
2019	1	Conrad	Panama	S Presa St	Sealant
2019	1	Contessa Dr	Coronet	Downshire	Rehabilitation
2019	1	Culebra Rd	Ih 10 W Access Rd	Fredericksburg Rd	Sealant
2019	1	Dallas St	W Jones Ave	Dead End	Rehabilitation
2019	1	Delgado St	N Navidad	N Brazos St	Sealant
2019	1	Dick Friedrich	E Contour Dr	Devine Rd	Rehabilitation
2019	1	Downshire	Contessa Dr	Whitehall	Rehabilitation
2019	1	Downtown Brick Pavers	Downtown	Downtown	Rehabilitation
2019	1	E Basse Rd	Jones Maltsberger Rd	Nacogdoches Rd & Broadway	Rehabilitation
2019	1	E Gramercy Place	McCullough Ave	W Gramercy Place	Rehabilitation
2019	1	E Johnson	S Alamo St	Dead End	Rehabilitation
2019	1	E Martin St	Camaron	3rd St	Rehabilitation
2019	1	El Monte Blvd	Catalina Ave	Grant Ave	Rehabilitation
2019	1	Eland Dr	Dewhurst Rd	Panda Dr	Rehabilitation
2019	1	Erie	IH 35 N Access Rd	Camden St	Sealant
2019	1	Fennel	Nw Loop 410 Access Rd	Vance Jackson	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	1	Fresno	IH 10 W Access Rd	San Pedro Ave	Sealant
2019	1	Fulton Ave	Ih 10 W Access Rd	Blanco Rd	Rehabilitation
2019	1	Gainesborough	Callaghan Ave	Dudley Dr	Sealant
2019	1	Hermine Blvd	Warner Ave	Capitol Ave	Rehabilitation
2019	1	Hess	N Flores St	Dead End	Sealant
2019	1	Hopeton	Dudley Dr	Cul-De-Sac	Sealant
2019	1	Kinder	Milo	Dead End	Rehabilitation
2019	1	Lazy Holw	Vance Jackson	Cul-De-Sac	Sealant
2019	1	Leopold	S Presa St	Panama	Sealant
2019	1	Lexington Ave	Ih 35 N Access Rd	N St Mary's	Sealant
2019	1	Lyons St	N Hamilton Ave	Dead End	Rehabilitation
2019	1	Mardell St	Olympia	Catalina	Rehabilitation
2019	1	McCullough Ave	Downshire	E Ramsey	Rehabilitation
2019	1	Menchaca	N General Mcmullen	Nw 28th St	Sealant
2019	1	Mertz Dr	Pinewood Ln	Oblate	Sealant
2019	1	Milo	Haby	Basse Rd	Rehabilitation
2019	1	N Alamo St	4th St	E Jones Ave	Sealant
2019	1	N Flores St	W Poplar St	W Elmira St	Sealant
2019	1	N Flores St	W Ashby Place	Fredericksburg Rd	Sealant
2019	1	N St Mary's	W Jones Ave	Navarro St	Sealant
2019	1	N Trinity	W Woodlawn	Culebra Rd	Sealant
2019	1	N Zarzamora	Cincinnati Ave	W Laurel St	Rehabilitation
2019	1	Nacogdoches Rd	Tuxedo Ave	E Basse Rd	Rehabilitation
2019	1	Oak Downs	Dead End	Old Brook	Sealant
2019	1	Old Brook	Old Mill	Dead End	Sealant
2019	1	Old Gardner	Old Hickory	Cul-De-Sac	Sealant
2019	1	Old Gate	Rock Cliff	Oak Downs	Sealant
2019	1	Old Hickory	Vance Jackson	Oak Downs	Sealant
2019	1	Old Homestead	Old Hickory	Old Orchard	Sealant
2019	1	Old Mill	Old Gate	Old Brook	Sealant
2019	1	Old Orchard	Old Homestead	Oak Downs	Sealant
2019	1	Olympia	El Monte Blvd	Mardell St	Rehabilitation
2019	1	Program Management Services	City Wide	City Wide	Rehabilitation
2019	1	Redcliff Dr	Mccullough Ave	Republic Dr	Rehabilitation
2019	1	Republic Dr	Rexford	Dead End Or Cul De Sac	Rehabilitation
2019	1	Richmond Ave	E Quincy	N St Mary's	Sealant
2019	1	Rock Cliff	Vance Jackson	Old Gate	Sealant
2019	1	Ruiz St	N Calaveras	N Brazos St	Sealant
2019	1	Schmeltzer Ln	West Ave	Brookview Dr	Sealant
2019	1	Tansyl Dr	Nw Loop 410 Access Rd	Vance Jackson	Sealant
2019	1	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	1	Vance Jackson	Callaghan Ave	Jackson-keller Rd	Sealant
2019	1	Veda Mae	South Sea	Ave Maria Dr	Rehabilitation
2019	1	W Euclid Ave	Ih 10 W Access Rd	Howard St	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	1	W Martin St	N Calaveras	N Navidad	Rehabilitation
2019	1	W Mulberry Ave	Fredericksburg Rd	Ih 10 W Access Rd	Rehabilitation
2019	1	W Poplar St	N Zarzamora	N Brazos St	Rehabilitation
2019	1	W Poplar St	N Zarzamora	Nw 18th St	Rehabilitation
2019	1	W Woodlawn	Ripley Ave	N Main Ave	Rehabilitation
2019	1	Walsh St	Ih 10 W Access Rd	N Flores St	Sealant
2019	1	Warner Ave	Alhambra	Hermine Blvd	Rehabilitation
2019	1	Warren St	N Flores St	San Pedro Ave	Sealant
2019	1	Washington	Turner St	King William	Rehabilitation
2019	1	Washington	Turner St	E Arsenal	Rehabilitation
2019	1	Waverly	Glenmore	Wilson Blvd	Rehabilitation
2019	1	Whitehall	Coronet	Downshire	Rehabilitation
2019	1	Wolfe Rd	Plymouth Ave	Isom Rd	Rehabilitation
2019	1	Woodby	Dead End	Woodlief	Sealant
2020	1	Alexander Rd	Cincinnati Ave	Texas Ave	Rehabilitation
2020	1	Alhambra	West Ave	Dead End East	Sealant
2020	1	Belknap St	W Agarita Ave	W Dewey Place	Sealant
2020	1	Biering Ave	S Presa St	S St Mary's	Rehabilitation
2020	1	Blanco Rd	Jackson-keller Rd	Weizmann	Rehabilitation
2020	1	Blanco Rd	Santa Monica	Edison Dr	Sealant
2020	1	Breeden St	Fresno	W Hildebrand Ave	Sealant
2020	1	Breeden St	W Huisache Ave	W French Place	Sealant
2020	1	Breeden St	Huisache	French Pl	Sealant
2020	1	Cadwallader	Cameron & IH 10 W Access	N Flores St	Rehabilitation
2020	1	Carleton	E Magnolia Ave	E Mistletoe	Sealant
2020	1	Cedar St	Stieren	Barbe St	Rehabilitation
2020	1	Claudia St	Cedar St	S Presa St	Rehabilitation
2020	1	Clower	San Pedro Ave	Belknap St	Sealant
2020	1	E Ashby Place	W Ashby Place & N Main Ave	Terry Ct & N St Mary's	Sealant
2020	1	E Hildebrand Ave	W Hildebrand Ave	Shook Ave	Sealant
2020	1	E Magnolia Ave	Mccullough Ave	Kings Ct	Sealant
2020	1	E Mistletoe	W Mistletoe & N Main Ave	Mccullough Ave	Sealant
2020	1	E Myrtle St	N St Mary's	Dead End	Sealant
2020	1	E Park Ave	Howard St	N St Mary's	Sealant
2020	1	Ewald	E Mistletoe	Valentino Place	Sealant
2020	1	Gillespie	E Russell Place	W Dewey Place	Rehabilitation
2020	1	Hill	Camaron	N Flores St	Rehabilitation
2020	1	Home	E Magnolia Ave	E Mistletoe	Sealant
2020	1	Horace St	Rex St	St Johns Way	Rehabilitation
2020	1	Kerrybrook Ct	Dudley Dr	Vance Jackson	Rehabilitation
2020	1	Kerrybrook Ct	Dudley Dr	Cul-De-Sac	Rehabilitation
2020	1	Kings Ct	E Huisache Ave	N St Mary's	Sealant
2020	1	Mardell St	Santa Paula	West Ave	Sealant
2020	1	Marlborough Dr	Belvoir Dr	Vance Jackson	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	1	Marshall St	Camaron	Lewis St	Rehabilitation
2020	1	Mccullough Ave	Holland	E Evergreen	Sealant
2020	1	Morales	N Trinity	N San Jacinto St	Rehabilitation
2020	1	N Flores St	W Mulberry Ave	W Ashby Place	Sealant
2020	1	N Presa St	W Market St	River Walk	Rehabilitation
2020	1	Neer Ave	Ih 10 W Access Rd	W Hildebrand Ave	Rehabilitation
2020	1	Neff Ave	Culebra Rd	W Poplar St	Rehabilitation
2020	1	Nw 19th St	Lombrano	Lombrano	Sealant
2020	1	Ogden St	W Ashby Place	E Courtland Place	Sealant
2020	1	Pasadena	Capitol	Blanco Rd	Rehabilitation
2020	1	Program Management Services	City Wide	City Wide	Rehabilitation
2020	1	Ripley Ave	W Craig Place	W Ashby Place	Sealant
2020	1	S Flores St	W Commerce St	Guadalupe St	Rehabilitation
2020	1	S Presa St	E Cesar Chavez Blvd	W Boyer	Rehabilitation
2020	1	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	1	Turtle Crk	Briarfield Dr	Cul-De-Sac	Rehabilitation
2020	1	Union	9th St	8th St	Rehabilitation
2020	1	Unnamed Street At E Mistletoe	E Mistletoe	Valentino Place	Sealant
2020	1	Upson	Marshall St	Dead End	Rehabilitation
2020	1	Utica	Sam Houston	Dead End	Rehabilitation
2020	1	Valentino Place	Unnamed Street At E Mistletoe	Kings Ct	Sealant
2020	1	Vereda	Rodena	Seward Ave	Sealant
2020	1	W Agarita Ave	Blanco Rd	Ih 10 W Access Rd	Rehabilitation
2020	1	W Ashby Place	E Ashby Place & N Main Ave	Belknap St	Sealant
2020	1	W Ashby Place	Blanco Rd	N Flores St	Sealant
2020	1	W Courtland Place	San Pedro Ave	N Main Ave	Sealant
2020	1	W Craig Place	Aganier Ave	N Main Ave	Sealant
2020	1	W Dewey Place	N Main Ave	Belknap St	Sealant
2020	1	W French Place	RR Tracks	N Main Ave	Sealant
2020	1	W Hildebrand Ave	E Hildebrand Ave	Belknap St	Sealant
2020	1	W Jones Ave	N St Mary's	Avenue B	Rehabilitation
2020	1	W Magnolia Ave	Blanco Rd	San Pedro Ave	Sealant
2020	1	W Mistletoe	Blanco Rd	San Pedro Ave	Sealant
2020	1	W Mulberry Ave	Ripley Ave	E Mulberry Ave	Sealant
2020	1	W Mulberry Ave	Blanco Rd	Ih 10 W Access Rd	Rehabilitation
2020	1	W Russell Place	Fredericksburg Rd	Belknap St	Rehabilitation
2020	1	West Ave	Jackson-keller Rd	Ih 10 W Access Rd	Sealant
2020	1	Yale Ave	Kensington Ave	N Brazos St	Rehabilitation
2021	1	10th St	Ih 37 S Access Rd	Dead End	Sealant
2021	1	12th St	Broadway	Avenue B	Sealant
2021	1	4th St	Lexington Ave	Bonham	Sealant
2021	1	8th St	Ih 37 S Access Rd	Dead End	Sealant
2021	1	9th St	Broadway	Arden Grove	Sealant
2021	1	Avenue A	4th St	Mccullough Ave	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	1	Avenue B	4th St	Roy Smith	Sealant
2021	1	Avenue B	Broadway	E Josephine St	Rehabilitation
2021	1	Beacon Ave	W Norwood	Fresno	Sealant
2021	1	Beacon Ave	Horal Dr	Dead End	Rehabilitation
2021	1	Capitol	Fredericksburg Rd	W Hildebrand Ave	Rehabilitation
2021	1	Capitol	Fresno	Hildebrand	Rehabilitation
2021	1	Chantilly Ct	Marlborough Dr	Cul-De-Sac	Rehabilitation
2021	1	Coronet	Contessa Dr	Duchess	Rehabilitation
2021	1	E Courtland Place	N Main Ave	N St Mary's	Sealant
2021	1	E French Place	Mccullough Ave	Unnamed Rd At Valdez	Sealant
2021	1	E Hildebrand Ave	Shook Ave	Us Hwy 281 N Access Rd	Rehabilitation
2021	1	E Hollywood Ave	Mccullough Ave	Shook Ave	Sealant
2021	1	E Houston St	Bonham	Bowie St	Rehabilitation
2021	1	E Kings Hwy	W Kings Hwy	Shook Ave	Sealant
2021	1	E Lullwood Ave	W Lullwood Ave	Shook Ave	Sealant
2021	1	E Mistletoe	Mccullough Ave	N St Mary's	Sealant
2021	1	E Mulberry Ave	Mccullough Ave	Kings Ct	Sealant
2021	1	E Russell Place	Mccullough Ave	N St Mary's	Sealant
2021	1	E Summit	W Summit	Shook Ave	Sealant
2021	1	E Travis St	N St Mary's	Avenue E	Rehabilitation
2021	1	El Montan Ave	Sprucewood	Oblate	Sealant
2021	1	El Monte Blvd	Beacon Ave	San Pedro Ave	Sealant
2021	1	El Monte Blvd	Catalina	West Ave	Rehabilitation
2021	1	Elmwood	Blanco Rd	San Pedro Ave	Sealant
2021	1	Gardina St	Fredericksburg Rd	Ih 10 W Access Rd	Rehabilitation
2021	1	General Krueger Blvd	Olympia	Winewood Dr	Rehabilitation
2021	1	Gillespie	Annie	E Rosewood Ave	Sealant
2021	1	Holland	Mccullough Ave	Dead End	Sealant
2021	1	Howard St	W Cypress	W Elmira St	Rehabilitation
2021	1	Jackson	W Laurel St	W Elmira St	Rehabilitation
2021	1	Judson St	Annie	E Hildebrand Ave	Sealant
2021	1	Kendall	Holland	E Hildebrand Ave	Sealant
2021	1	Kendall	E Courtland Place	E Myrtle St	Sealant
2021	1	Ledge Ln	Shook Ave	Kings Ct	Sealant
2021	1	Lumber	Elmwood	Westwood	Sealant
2021	1	Mackey	Wonder Pkwy	West Ave	Rehabilitation
2021	1	Mccullough Ave	Marquis Ln	Coronet	Rehabilitation
2021	1	Mountaintop Blvd	Linda Dr	Dead End	Rehabilitation
2021	1	N Picoso	Ruiz St	Leal St	Rehabilitation
2021	1	N Pinto St	Perez St	Dead End	Rehabilitation
2021	1	N St Mary's	E Courtland Place	Us Hwy 281 N Access Rd	Sealant
2021	1	Pasadena	Fredericksburg Rd	West Ave	Rehabilitation
2021	1	Princess Pass	E Mulberry Ave	Shook Ave	Sealant
2021	1	Program Management Services	City Wide	City Wide	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	1	Refugio St	Lavaca St	Dead End East	Rehabilitation
2021	1	Rose Ln	N St Mary's	Paschal	Sealant
2021	1	Ruiz St	N Calaveras	Nw 20th St	Rehabilitation
2021	1	S Laredo St	S Alamo St	El Paso St	Rehabilitation
2021	1	Sacramento	Beacon Ave	Carney	Sealant
2021	1	San Pedro Ave	Basse	W Woodlawn	Sealant
2021	1	Santa Monica	Blanco Rd	Beacon Ave	Sealant
2021	1	Scotland	Gilbert Ln	Cul-De-Sac	Rehabilitation
2021	1	Shook Ave	Hildebrand	E Mulberry Ave	Rehabilitation
2021	1	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	1	Venice St	Neer Ave	West Ave	Rehabilitation
2021	1	W Gramercy Place	Capitol	Dead End	Rehabilitation
2021	1	W Gramercy Place	San Pedro Ave	E Gramercy Place	Rehabilitation
2021	1	W Grayson St	Grissom	N St Mary's St	Rehabilitation
2021	1	W Hermosa	Beacon Ave	Belknap St	Sealant
2021	1	W Kings Hwy	Grant Ave	E Kings Hwy	Sealant
2021	1	W Lullwood Ave	E Lullwood Ave	San Pedro Ave	Sealant
2021	1	W Nueva	Ih 35 S	N St Mary's	Rehabilitation
2021	1	W Summit	N Main Ave	Ripley Ave	Sealant
2022	1	Aganier Ave	W Ashby Place	Hickman St	Rehabilitation
2022	1	Ahern Dr	W Rector	W Rampart_E Rampart	Sealant
2022	1	Alametos St	Blanco Rd	Carney	Rehabilitation
2022	1	Albert St	Service_Albert Walk	N Navidad	Sealant
2022	1	Allison Rd	E Huisache Ave	Anastacia	Sealant
2022	1	Allison Rd	E Huisache Ave	Anastacia	Sealant
2022	1	Arbor Place	N Elmendorf	Dead End Or Cul De Sac	Sealant
2022	1	Beal St	W Rosewood Ave	Buckeye	Sealant
2022	1	Blanco Rd	Ceralvo St	S Calaveras	Rehabilitation
2022	1	Bobolink	Saratoga	Dead End	Sealant
2022	1	Brad	W Wildwood	Viendo	Sealant
2022	1	Capitol	Basse	San Angelo	Sealant
2022	1	Carter	N Zarzamora	Dead End	Sealant
2022	1	Chulie	Jones Maltsberger Rd	Us Hwy 281 N Access Rd	Sealant
2022	1	Clower	Brad	West Ave	Rehabilitation
2022	1	Deneice	Cherry Ridge Dr	Storeywood	Sealant
2022	1	Duchess	Coronet	Trafalgar	Rehabilitation
2022	1	E Cesar Chavez Blvd	S Alamo St	Ih 37 S	Sealant
2022	1	E Craig Place	River Rd	Dead End	Sealant
2022	1	Fredericksburg Rd	West Dr	W Magnolia Ave	Rehabilitation
2022	1	Fulton Ave	Fredericksburg Rd	Beal St	Sealant
2022	1	Fulton Ave	San Pedro Ave	Dead End	Rehabilitation
2022	1	Glen Ivy	Cedar Vw	West Ave	Sealant
2022	1	Harwood Dr	West Ave	Neer Ave	Sealant
2022	1	Henry St	N Zarzamora	Dead End	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	1	Hickman St	Blanco Rd	N Flores St	Rehabilitation
2022	1	Ingleside	Nw Loop 410 Access Rd	Windham	Sealant
2022	1	Jefferson	Auditorium Cir	E Houston St	Sealant
2022	1	Jerry	San Francisco	W Elsmere Place	Rehabilitation
2022	1	Jones Maltsberger Rd	Oblate	Us Hwy 281 N Access Rd	Sealant
2022	1	Lewis St	W Ashby Place	W Dewey Place	Sealant
2022	1	Linda Dr	El Montan Ave	Basin	Rehabilitation
2022	1	Maplewood Ln	El Montan Ave	Mccullough Ave	Sealant
2022	1	Maplewood Ln	Waring	Jones Maltsberger Rd	Rehabilitation
2022	1	Menchaca	Nw 23rd St	Nw 19th St	Sealant
2022	1	Millwood Ln	El Montan Ave	Mccullough Ave	Sealant
2022	1	N Main Ave	W Summit	Navarro St	Sealant
2022	1	N Murry St	Ruiz St	Perez St	Rehabilitation
2022	1	Nw 18th St	Culebra Rd	W Poplar St	Sealant
2022	1	Program Management Services	City Wide	City Wide	Rehabilitation
2022	1	Redrock Dr	West Ave	Neer Ave	Sealant
2022	1	Regal Rd	Marquis Ln	Downshire	Rehabilitation
2022	1	Renner Dr	Dead End	Vance Jackson	Sealant
2022	1	Rexford	Mccullough Ave	Us Hwy 281 N Access Rd	Sealant
2022	1	San Francisco	Capitol Ave	Blanco Rd	Rehabilitation
2022	1	San Pedro Ave	Jackson-Keller Rd	Oblate	Rehabilitation
2022	1	San Pedro Ave	Jackson-Keller Rd	Basse	Rehabilitation
2022	1	San Pedro Ave	W Woodlawn	Navarro St	Sealant
2022	1	Sandalwood	Mccullough Ave	Jone Maltsberger	Rehabilitation
2022	1	Shadywood Ln	Waring	Mertz Dr	Rehabilitation
2022	1	Springwood Ln	Mccullough Ave	Jones Maltsberger Rd	Rehabilitation
2022	1	Sprucewood	Jones Maltsberger Rd	Cul-De-Sac	Sealant
2022	1	Sprucewood	Mccullough Ave	Jones Maltsberger Rd	Rehabilitation
2022	1	Storeywood	Vance Jackson	West Ave	Sealant
2022	1	Teakwood Ln	Waring	Mertz Dr	Rehabilitation
2022	1	Tim	Millwood Ln	Us Hwy 281 N Access Rd	Sealant
2022	1	Trafalgar	Contessa Dr	Duchess	Sealant
2022	1	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	1	W Hollywood Ave	Buckeye	Dead End	Rehabilitation
2022	1	W Laurel St	N Zarzamora	Dead End	Sealant
2022	1	W Lynwood	Fredericksburg Rd	Beal St	Sealant
2022	1	W Lynwood	Blanco Rd	Dead End Or Cul De Sac	Rehabilitation
2022	1	W Mandalay Dr	Blanco Rd	Oran	Sealant
2022	1	W Sunset Rd	Jones Maltsberger Rd	Us Hwy 281 N	Rehabilitation
2022	1	Waring	Springwood Ln	Oblate	Rehabilitation
2022	1	Waxwood	Waring	Mertz Dr	Rehabilitation
2022	1	Waxwood	Tanglewood	Jones Maltsberger Rd	Rehabilitation
2022	1	Wayside	Dewhurst Rd	Nw Loop 410 Access Rd	Sealant
2022	1	Windham	Ingleside	Spicewood	Sealant

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Year	District	Street	From	To	Type
2018	1,10	Everest Ave	W Terra Alta	Lorenz Rd	Sealant
2019	1,5	Wagner Ave	Shelby	S Zarzamora	Sealant
2020	1,5	N Brazos St	Ih 10 W	W Martin St	Rehabilitation
2022	1,5	Nw 24th St	Culebra Rd	W Poplar St	Sealant
2022	1,5	W Commerce St	S Calaveras	S Alazan	Rehabilitation
2019	1,8	Jackson-keller Rd	Speedway Dr	Vance Jackson	Sealant
2019	1,9	Plymouth Ave	Portland	E Ramsey	Rehabilitation
2019	1,9	Portland Rd	US HWY 281 N Access Rd	Isom Rd	Rehabilitation
2019	1,9	Vance Jackson	Algerita	Callaghan Ave	Sealant
2018	10	Angora	Rambowllette	Galacino	Rehabilitation
2018	10	Angus Dr	Rambowllette	Galacino	Rehabilitation
2018	10	Ashbury Lodge	Argyle Pass	Cul-De-Sac	Sealant
2018	10	Ashley Manor	Manes Grove	Missouri Bend	Sealant
2018	10	Ayrshire	Higgins Rd	O'connor Rd	Rehabilitation
2018	10	Bellcrest	Higgins Rd	Bell Dr	Rehabilitation
2018	10	Bermuda Hill	Kingsbury Hill & Anchorage Hill	Dead End Or Cul De Sac	Rehabilitation
2018	10	Boquillas	El Charro	Cul-De-Sac	Rehabilitation
2018	10	Botts Ln	Ceegee Ln	Cheever Blvd	Rehabilitation
2018	10	Boulder Pass	Cypress Bend	Dead End Or Cul De Sac	Sealant
2018	10	Brambletree	Cypress Park	Basin Oak	Sealant
2018	10	Brangus	Rambowllette	Galacino	Rehabilitation
2018	10	Briarfern	Briarcrest Dr	Cul-De-Sac	Rehabilitation
2018	10	Briarledge	Briarcrest Dr	Dead End Or Cul De Sac	Sealant
2018	10	Briarmeadow	Briar Forrest & Chatwood	Dead End Or Cul De Sac	Sealant
2018	10	Briarmist	Briarwest	Briarcrest Dr	Rehabilitation
2018	10	Briarwest	Briarmist	Dead End	Rehabilitation
2018	10	Briley Mist	Arcadia Park	Manes Grove	Sealant
2018	10	Brushy Hill	Hollow Hill Dr	Putting Green	Sealant
2018	10	Bulverde Rd	Redland Rd	Butterleigh Dr	Rehabilitation
2018	10	Burr Hill	Martins Ferry	Indian Path	Sealant
2018	10	Campe Verde	El Charro	El Mirador	Rehabilitation
2018	10	Capistrano	El Charro	El Mirador	Rehabilitation
2018	10	Capotillo	Avenida Prima	Naco-Perrin Blvd	Rehabilitation
2018	10	Center Point Rd	Perrin Beitel	Terra Loop Rd	Sealant
2018	10	Chestnut View Dr	Judson Rd	Vista Blf	Rehabilitation
2018	10	Chevy Chase Dr	Greenwich Blvd	Eisenhauer Rd	Sealant
2018	10	Chevy Park	Chevy Chase Dr	Bryn Mawr Dr	Rehabilitation
2018	10	Clearwood	Evanswood Dr	Fountainwood Dr	Rehabilitation
2018	10	Clouded Crest	Cypress Bend	Dead End Or Cul De Sac	Sealant
2018	10	Cradlewood	Creekwood Dr	Mission Bend Dr	Rehabilitation
2018	10	Crested Rock	Bohill	Dead End Or Cul De Sac	Sealant
2018	10	Cripple Crk	Harry Wurzbach	Cul-De-Sac	Sealant
2018	10	Cross Vine	Purlane	Camas	Sealant
2018	10	Crownhill Blvd	N New Braunfels Ave	Ne Loop 410 Access Rd	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	10	Cypress Bend	Cypress Park	Tres Ritos	Sealant
2018	10	Cypress Mill Dr	Lomita Springs Dr	Legend Elm	Sealant
2018	10	Deer Top	Beltway Dr	Dead End Or Cul De Sac	Sealant
2018	10	Devout	Eternal	Cul-De-Sac	Sealant
2018	10	Dublin Sq	Stahl Rd	Stahl Rd	Sealant
2018	10	E Evans Rd	Cosa City Limits	W Green Mountain Rd	Rehabilitation
2018	10	E Sunset Rd	Broadway	New Braunfels St	Rehabilitation
2018	10	Eisenhauer Rd	Austin Hwy	N New Braunfels Ave	Rehabilitation
2018	10	El Charro	Le Sendero	Nacogdoches Rd	Rehabilitation
2018	10	Elusive Pass	Boxer Bay	Cul-De-Sac	Rehabilitation
2018	10	Eternal	Devout	Friesenhahn Ct	Sealant
2018	10	Fairway Crest	Fairway Glen	Bell Dr	Sealant
2018	10	Fairway Glen	Fairway Hedge	Fairway Crest	Sealant
2018	10	Fairway Oaks	Winding Hill	Stahl Rd	Sealant
2018	10	Fallen Grove	Winter Mist	Dead End	Rehabilitation
2018	10	Farm Wood	Pleasant Vw	Dead End Or Cul De Sac	Sealant
2018	10	Feather Crest Ln	Feather Rdg	Turkey Feather	Rehabilitation
2018	10	Feather Rdg	Judson Rd	Quail Valley Ln	Rehabilitation
2018	10	Fountainwood Dr	Beewood	O'connor Rd	Sealant
2018	10	Fox Crk	Willow Run	Rocky Crk	Sealant
2018	10	Fox Den	Martins Ferry	Cul-De-Sac	Sealant
2018	10	Fox Glen	Hunting Valley	Cul-De-Sac	Sealant
2018	10	Fox Holw	Mayfair Dr	Cul-De-Sac	Rehabilitation
2018	10	Friesenhahn Ct	Nacogdoches Rd	Cul-De-Sac	Sealant
2018	10	Front Royal	Falls Church	Nacogdoches Rd	Sealant
2018	10	Gaywood	Bell Dr	Dead End Or Cul De Sac	Sealant
2018	10	Glenover	Sandtrap Ln	Dead End Or Cul De Sac	Sealant
2018	10	Grand Court Dr	Meadow Haven	Cul-De-Sac	Rehabilitation
2018	10	Grand Meadow	Meadow Haven	Meadow Haven	Rehabilitation
2018	10	Grantilly	Queens Way	Old Bond St	Sealant
2018	10	Green Apple Dr	Ridge Meadow Dr	Cul-De-Sac	Rehabilitation
2018	10	Green Top Dr	Ridge Meadow Dr	Toepperwein Rd	Rehabilitation
2018	10	Gulfmart Dr	Broadway	Aero St	Rehabilitation
2018	10	Hacienda Dr	Monte Leon	Cul-De-Sac	Rehabilitation
2018	10	Halifax	Martins Ferry	Oriskany	Sealant
2018	10	Harpers Ford	Hunting Valley	Cul-De-Sac	Sealant
2018	10	Henderson Pass	Canyon Ledge	Pvt Rd At Henderson Pass	Rehabilitation
2018	10	Higbee Mill	Union Cavern	Cortland Rdg	Sealant
2018	10	Higgins Rd	Bromley Place	Nacogdoches Rd	Rehabilitation
2018	10	Hillpoint Dr	Nacogdoches Rd	Crosspoint	Sealant
2018	10	Hunting Valley	Stahl Rd	Oriskany	Sealant
2018	10	Immortal	Devout	Friesenhahn Ct	Sealant
2018	10	Ivy Green	Vista Glen	Maple Vista	Rehabilitation
2018	10	Kenilworth Blvd	Eisenhauer Rd	Chevy Chase Dr	Sealant

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Year	District	Street	From	To	Type
2018	10	Kenna Mist	Marisa Place	Erickson Blf	Sealant
2018	10	Kingsbury Hill	Bell Dr	Anchorage Hill & Bermuda Hill	Rehabilitation
2018	10	Knibbe Ave	Broadway St	Nacogdoches Rd	Rehabilitation
2018	10	Knollglade	Knollshire	Knollstream	Rehabilitation
2018	10	Knollstream	Knollmeadow	Knollcliff	Rehabilitation
2018	10	La Fonda	Las Campanas	Cul-De-Sac	Rehabilitation
2018	10	Laramie	Cave Ln	Robin Rest Dr	Rehabilitation
2018	10	Larchmont Dr	Greenwich Blvd	Seidel	Rehabilitation
2018	10	Larkyorke Dr	Larkdale Dr	Larkmeadow Dr	Rehabilitation
2018	10	Laurelhurst	Edgehill Dr	Greenbrier	Sealant
2018	10	Light Bend	Temple Hill	Dead End Or Cul De Sac	Sealant
2018	10	Mackenzie	Union Cavern	Cortland Rdg	Sealant
2018	10	Manes Grove	Missouri Bend	Ashley Manor	Sealant
2018	10	Maple Vista	Ivy Green	Cul De Sac	Rehabilitation
2018	10	Marisa Place	Tampke Place	Erickson Blf	Sealant
2018	10	Martins Ferry	Falls Church	Dead End	Sealant
2018	10	Material Budget	City Wide	City Wide	Rehabilitation
2018	10	Meadow Haven	Grand Meadow	Cul-De-Sac	Rehabilitation
2018	10	Mill Bend	Sandtrap Ln	Dead End Or Cul De Sac	Sealant
2018	10	Mission Bend Dr	Flair Wood Dr	Cradlewood	Rehabilitation
2018	10	Missouri Bend	Manes Grove	Ashley Manor	Sealant
2018	10	Montecito	Hacienda Dr	Cul-De-Sac	Rehabilitation
2018	10	Moonlit Grove	Winter Mist	Green Spring Dr	Rehabilitation
2018	10	Morgans Run	Classen Rd	Dead End Or Cul De Sac	Sealant
2018	10	Moss Ct	Sandtrap Ln	Dead End Or Cul De Sac	Sealant
2018	10	Mountain Vista Dr	Judson Dr	N Loop 1604 E Access Rd	Rehabilitation
2018	10	Nacogdoches Rd	Old Moss Rd	Iota Dr	Rehabilitation
2018	10	Nathan Hale	Hunting Valley	Fort Oswego	Sealant
2018	10	Northern Oak	Bell Dr	Dead End Or Cul De Sac	Sealant
2018	10	Oak Climb	Bellcrest	Dead End Or Cul De Sac	Sealant
2018	10	Oak Park	N New Braunfels Ave	Nacogdoches Rd	Rehabilitation
2018	10	Oak Wind	Bell Dr	Cul-De-Sac	Sealant
2018	10	O'connor Rd	N Loop 1604 E Access Rd	Tampke Place	Rehabilitation
2018	10	Oriskany	Hunting Valley	Halifax	Sealant
2018	10	Outrider	Old Stable Rd	Fancy Saddle	Sealant
2018	10	Peacock Way	Ne Loop 410 Access Rd	Cheever Blvd	Rehabilitation
2018	10	Pebble Cir	Cul-De-Sac	Cul-De-Sac	Sealant
2018	10	Pecan Gap	Redland Rd	Bulverde Pt	Rehabilitation
2018	10	Pecan Gap	Eagle Canyon	Redland Rd	Rehabilitation
2018	10	Pecan Pass	Lomita Springs Dr	Cul-De-Sac	Sealant
2018	10	Perchin	Rambowllette	Galacino	Rehabilitation
2018	10	Perpetual	Friesenhahn Ct	Redeemer	Sealant
2018	10	Pintoresco	Amistad	Dead End	Rehabilitation
2018	10	Pious	Friesenhahn Ct	Cul-De-Sac	Sealant

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Year	District	Street	From	To	Type
2018	10	Pony Chase	Hunting Valley	Willow Run	Sealant
2018	10	Post Oak Ln	Ne Loop 410 Access Rd	Dead End	Rehabilitation
2018	10	Program Management Services	City Wide	City Wide	Rehabilitation
2018	10	Pueblo	El Santo way	La Barca Dr	Sealant
2018	10	Quail Feather Ln	Feather Rdg	Turkey Feather	Rehabilitation
2018	10	Quail Mountain	Scarsdale	Dead End Or Cul De Sac	Sealant
2018	10	Quail Valley Ln	Feather Rdg	Turkey Feather	Rehabilitation
2018	10	Randolph Blvd	Overlook Dr	O'connor Rd	Sealant
2018	10	Redeemer	Perpetual	Sacred	Sealant
2018	10	Redland Rd	Bulverde Pt	Jones Maltsberger Rd	Sealant
2018	10	Rockhill Dr	Nacogdoches Rd	N Vandiver Rd	Sealant
2018	10	Rowe Dr	Thousand Oaks	Dead End	Rehabilitation
2018	10	Rowe Dr	Thousand Oaks	Cul-De-Sac South	Rehabilitation
2018	10	Royal Circle Dr	Royal Coach	Cul-De-Sac	Rehabilitation
2018	10	Royal Coach	Royal Ridge Dr	Royal Crk	Rehabilitation
2018	10	Royal Crk	Royal Wood	Cul-De-Sac	Rehabilitation
2018	10	Royal Meadow	Royal Ridge Dr	Meadow Haven	Rehabilitation
2018	10	Royal Wood	Royal Coach	Royal Crk	Rehabilitation
2018	10	Sacred	Redeemer	Friesenhahn Ct	Sealant
2018	10	Sagerock Pass	Sandy Shoals	Tampke Place	Sealant
2018	10	Saint Leger	Freeman's Farm	Little Brandywine	Sealant
2018	10	Salado Cliffs Dr	Salado Pkwy	Nacogdoches Rd	Rehabilitation
2018	10	Sandy Shoals	Tampke Place	Sagerock Pass	Sealant
2018	10	Santa Gertrudis	O'connor Rd	Hitching Trl	Sealant
2018	10	Santa Gertrudis	Higgins Rd	O'connor Rd	Sealant
2018	10	Secret Trails	Erickson Blf	Cul-De-Sac	Sealant
2018	10	Seidel	Larchmont Dr	Austin Hwy	Rehabilitation
2018	10	Shallow Grove	Moonlit Grove	Cul-De-Sac	Rehabilitation
2018	10	Sirretta	El Mirador	Cul-De-Sac	Rehabilitation
2018	10	Smokey Bend	Beltway Dr	Dead End Or Cul De Sac	Sealant
2018	10	Spring Cabin	Spring Mist	Spring Ranch	Sealant
2018	10	Spring Dove	Spring Fawn	Spring Sky	Sealant
2018	10	Spring Falls	Creekway	Cul-De-Sac	Sealant
2018	10	Spring Harbor	Spring Walk	Stahl Rd	Sealant
2018	10	Spring Sky	Spring Mist	Spring Smoke	Sealant
2018	10	Spring Sq	Spring Mist	Spring Ranch	Sealant
2018	10	Spring Sunshine	Spring Farm	Spring Shower	Sealant
2018	10	Spring Sunshine	Spring Mist	Spring Farm	Sealant
2018	10	Spruce Stream	Missouri Bend	Cul-De-Sac	Sealant
2018	10	Stahl Rd	Dublin Sq	Classen Rd & Higgins Rd & N Stahl Park	Sealant
2018	10	Stoney Mist	Stoney Summit	Cul-De-Sac	Rehabilitation
2018	10	Stradford Place	Sherwood Way	Dead End Or Cul De Sac	Sealant
2018	10	Tampke Park	Tampke Place	Cul-De-Sac	Sealant
2018	10	Tampke Place	O'connor Rd	Sagerock Pass	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	10	Temple Hill	Bell Dr	Hunter Hill Dr	Sealant
2018	10	Terra Summit Rd	Center Point Rd	Terra Loop Rd	Sealant
2018	10	Thousand Oaks	Rowe Dr	Wetmore Rd	Rehabilitation
2018	10	Toepperwein Rd	Nacogdoches Rd	Lookout Rd	Sealant
2018	10	Tondre Dr	Lorenz Rd	Dead End Or Cul De Sac	Sealant
2018	10	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	10	Tres Ritos	Rebel Rdg	Cypress Bend	Sealant
2018	10	Twohill Pass	Colton Well	Cul-De-Sac	Sealant
2018	10	Verdant	GreenBrier	Edgehill Dr	Rehabilitation
2018	10	Vista Briar	Vista Glen	Cul De Sac	Rehabilitation
2018	10	Vista Crk	Vista Oaks	Cul De Sac	Rehabilitation
2018	10	Vista Glen	Ivy Green	Cul De Sac	Rehabilitation
2018	10	Vista Oaks	Vista Run	Maple Vista	Rehabilitation
2018	10	Vista Run	Vista Village	Cul De Sac	Rehabilitation
2018	10	Vista Trl	Vista Oaks	Dead End Or Cul De Sac	Rehabilitation
2018	10	Vista Village	Vista Run	Cul-De-Sac	Rehabilitation
2018	10	Walnut Vista	Ivy Green	Dead End Or Cul De Sac	Rehabilitation
2018	10	Winter Mist	Elm Park Dr	Moonlit Grove	Rehabilitation
2019	10	Albin Dr	Pike Rd	Robin Rest Dr	Sealant
2019	10	Astronaut	Mayfair Dr	Nacogdoches Rd	Sealant
2019	10	Avenida Prima	Perrin Beitel	Schertz Rd	Rehabilitation
2019	10	Bledsoe	Mabelle Dr	Randolph Blvd	Rehabilitation
2019	10	Blossom Dr	Cadet	Nacogdoches Rd	Sealant
2019	10	Blueberry Hill	Elkton Dr	Eagle Grove	Sealant
2019	10	Boulder Oaks	Thousand Oaks	Le Blanc	Sealant
2019	10	Brees Blvd	N New Braunfels Ave	N Vandiver Rd	Sealant
2019	10	Breezewood Blvd	N New Braunfels Ave	Brees Blvd	Sealant
2019	10	Brightwood Place	N New Braunfels Ave	Kenilworth Blvd	Sealant
2019	10	Burning Hill	Little Leaf	Tree Crossing	Rehabilitation
2019	10	Cadet	Danbury	Dead End	Sealant
2019	10	Camino Dorado	Nacogdoches Rd	Prima Vista	Rehabilitation
2019	10	Casa Corte	Encanta	Cul-De-Sac	Rehabilitation
2019	10	Casa Loma	Prima Vista	Loma Grande	Rehabilitation
2019	10	Ceegee Ln	Broadway	Tesoro Dr	Sealant
2019	10	Charro Ln	Chisolm Trl	Hitching Post	Rehabilitation
2019	10	Cheever Blvd	Broadway	Tesoro Dr	Sealant
2019	10	Chisolm Trl	Sagebrush Ln	Chisolm Trl	Sealant
2019	10	Clovelly Wood	Green Top Dr	Dead End	Rehabilitation
2019	10	Colewood	Earlywood	Larkbrook Dr	Sealant
2019	10	Desert View Dr	Kimbro	Perrin Beitel	Sealant
2019	10	Dreamwood Dr	Creekwood Dr	Wood Oak	Sealant
2019	10	E Evans Rd	Rail Road Track	COSA City Limits	Rehabilitation
2019	10	E Meadowlane Dr	N Meadowlane Dr	Austin Hwy	Sealant
2019	10	Earlywood	Colewood	Cul-De-Sac	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	10	Echo Vista Dr	Mountain Vista Dr	Cul-De-Sac	Rehabilitation
2019	10	Edgefield Dr	Greystone Dr	Schertz Rd	Sealant
2019	10	El Gusto	Prima Vista	La Bahia	Rehabilitation
2019	10	El Matador	Los Espanada	Cul-De-Sac	Rehabilitation
2019	10	El Presidio	Loma Grande	La Manana	Rehabilitation
2019	10	El Seco	Prima Vista	La Entrada	Rehabilitation
2019	10	Field Crest	W Meadowlane Dr	N Meadowlane Dr	Sealant
2019	10	Flair Wood Dr	Clearwood	Cul-De-Sac	Rehabilitation
2019	10	Grenadier	Mayfair Dr	Cul-De-Sac	Rehabilitation
2019	10	Greystone Dr	Perrin Beitel	Baraeswood	Sealant
2019	10	Harmon Dr	Greenwich Blvd	N Vandiver Rd	Sealant
2019	10	Haskin Rd	Wyndale	Burnside Dr	Sealant
2019	10	Hitching Post	Derringer	Post Oak Ln	Rehabilitation
2019	10	La Aventura	El Presidio	Cul-De-Sac	Rehabilitation
2019	10	La Ventana	El Sendero	La Posita	Rehabilitation
2019	10	Larkdale Dr	Larkfield Dr	O'connor Rd	Sealant
2019	10	Larkfield Dr	Dreamwood Dr	Larkmeadow Dr	Sealant
2019	10	Las Cruces	Capotillo	El Sendero	Rehabilitation
2019	10	Las Scala	Los Espanada	Cul-De-Sac	Rehabilitation
2019	10	Le Blanc	Bacarro	Cul-De-Sac	Rehabilitation
2019	10	Leonhardt Rd	Encanta	N Weidner Rd	Rehabilitation
2019	10	Limpio	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	10	Loma Bonita	Loma Blanca	Loma Azul	Sealant
2019	10	Los Espanada	Nacogdoches Rd	Cul-De-Sac	Rehabilitation
2019	10	Los Reyes	Los Espanada	Cul-De-Sac	Rehabilitation
2019	10	N Meadowlane Dr	W Meadowlane Dr	E Meadowlane Dr	Sealant
2019	10	N New Braunfels Ave	Ceegee Ln	Ne Loop 410 Access Rd	Sealant
2019	10	N New Braunfels Ave	Eisenhauer Rd	Rittiman Rd	Sealant
2019	10	N New Braunfels Ave	E Terra Alta	Eisenhauer Rd	Sealant
2019	10	N Vandiver Rd	Ne Loop 410 Access Rd	Eisenhauer Rd	Sealant
2019	10	New Haven	W Meadowlane Dr	E Meadowlane Dr	Sealant
2019	10	Old Ranch Rd	Derringer	Brookhaven Dr	Rehabilitation
2019	10	Pine View Dr	Vista Briar	Dead End Or Cul De Sac	Sealant
2019	10	Program Management Services	City Wide	City Wide	Rehabilitation
2019	10	Reininger	Shropshire	Blossom Dr	Sealant
2019	10	Risada	Encanta	La Bahia	Rehabilitation
2019	10	Royal Vista Dr	Vista Blf	Vista Park	Rehabilitation
2019	10	Stockdale	Capotillo	Noonsday	Rehabilitation
2019	10	Tavern Oaks	Thousand Oaks	Green Spring Dr	Rehabilitation
2019	10	Tesoro Dr	Ne Loop 410 Access Rd	Broadway	Rehabilitation
2019	10	Titan Dr	Missile	John Glenn	Sealant
2019	10	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	10	Tree Crossing	Red Tree	Cul-De-Sac	Rehabilitation
2019	10	Vanderheck	Cloverleaf Ave	Emporia Blvd	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	10	Vista Blf	Chestnut View Dr	Royal Vista Dr	Rehabilitation
2019	10	Vista Ct	Vista Forest	Vista Blf	Rehabilitation
2019	10	Vista Forest	Vista Ct	Mountain Vista Dr	Rehabilitation
2019	10	W Meadowlane Dr	N Meadowlane Dr	Austin Hwy	Sealant
2019	10	Wagonwheel	Nacogdoches Rd	Ne Loop 410 Access Rd	Sealant
2019	10	Wellesley Blvd	Greenwich Blvd	Mt Calvary	Sealant
2019	10	Wood Climb Dr	Dreamwood Dr	Larkmeadow Dr	Sealant
2019	10	Wood Oak	Fountainwood Dr	Wood Climb Dr	Sealant
2019	10	Wood Walk	Dreamwood Dr	Wood Climb Dr	Sealant
2019	10	Wyndale	Kenilworth Blvd	N Vandiver Rd	Sealant
2020	10	Alpine Aster	Liatris Ln	Dead End	Sealant
2020	10	Anacacho	Stahl Rd	Swallow Dr	Sealant
2020	10	Anchorage Hill	Kingsbury Hill & Bermuda Hill	Temple Hill	Rehabilitation
2020	10	Bridgewood Dr	Hunter Hill Dr	Bellcrest	Sealant
2020	10	Casa Alto	Leonhardt Rd	Chapala Way	Sealant
2020	10	Casa Bello	Casa Bonita	Casa Alto	Sealant
2020	10	Casa Bonita	Leonhardt Rd	Casa Bello	Sealant
2020	10	Casa Corona	Casa Bello	Casa Alto	Sealant
2020	10	Casa Espana	Casa Bonita	Casa Pinto	Sealant
2020	10	Casa Grande	Casa Bonita	Casa Pinto	Sealant
2020	10	Casa Linda	Casa Grande	Cul-De-Sac	Sealant
2020	10	Casa Oro	Casa Bonita	Encanta	Sealant
2020	10	Casa Pinto	Casa Oro	Casa Grande	Rehabilitation
2020	10	Casa Rio	El Sendero	Casa Bonita	Rehabilitation
2020	10	Casa Verde	Casa Bonita	Casa Pinto	Sealant
2020	10	Cedar Grove	Winter Mist	Cul-De-Sac	Rehabilitation
2020	10	Charolais	Branding Iron	Edgemont Dr	Sealant
2020	10	Clear Grove	Winter Mist	Cul-De-Sac	Rehabilitation
2020	10	David Edwards Dr	Quarry Park	Dead End	Sealant
2020	10	De Luna	La Haya	El Marro	Sealant
2020	10	Del Oro Cir	El Sendero	Dead End Or Cul De Sac	Rehabilitation
2020	10	Digger	Colter Dr	Quiet Meadow	Rehabilitation
2020	10	Edgemont Dr	O'connor Rd	Dead End	Sealant
2020	10	El Cajon	Sierra Madre	El Presidio	Rehabilitation
2020	10	El Domingo Dr	El Sendero	Cul-De-Sac	Sealant
2020	10	El Mirador	Hacienda Dr	Monte Leon	Sealant
2020	10	El Santo Way	Rio D'oro	Leonhardt Rd	Rehabilitation
2020	10	El Sendero	Nacogdoches Rd	Thousand Oaks	Sealant
2020	10	El Sonteo	La Fuente	Las Campanas	Sealant
2020	10	Estable	Sierra Madre	Cul-De-Sac	Rehabilitation
2020	10	Falls Church	Fort Oswego	Martins Ferry	Sealant
2020	10	Feather Point Dr	Quail Valley Ln	Cul-De-Sac	Sealant
2020	10	Fondren	Scarsdale	Dead End Or Cul De Sac	Sealant
2020	10	Fort Clinton	John Barry	Lake Champlain	Rehabilitation

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Year	District	Street	From	To	Type
2020	10	Galacino	Guernsey	Edgemont Dr	Rehabilitation
2020	10	Goforth Dr	N Weidner Rd	Dead End	Rehabilitation
2020	10	Guadalajara Dr	Chapala Way	Alamo Blanco	Rehabilitation
2020	10	Guernsey	Charolais	Dead End Or Cul De Sac	Rehabilitation
2020	10	Hay Market	Queens Way	Old Bond St	Rehabilitation
2020	10	Kamary Ln	Judson Rd	Cul-De-Sac	Sealant
2020	10	Knollstone	Knollpass	Knollcreek	Sealant
2020	10	Kramme Cir	Grantilly	Dead End Or Cul De Sac	Rehabilitation
2020	10	La Bahia	RISADA	El Gusto	Rehabilitation
2020	10	La Barranca St	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2020	10	La Entrada	Las Brisas	Cul-De-Sac	Rehabilitation
2020	10	La Loma	San Miguel	Las Vegas	Rehabilitation
2020	10	La Noche	La Bahia	Cul-De-Sac	Rehabilitation
2020	10	La Plata	La Salida	Cul-De-Sac	Rehabilitation
2020	10	La Posada	La Bahia	El Palacio	Rehabilitation
2020	10	La Salida	La Aventura	La Plata	Rehabilitation
2020	10	Lake Champlain	Fort Clinton	Cul-De-Sac	Rehabilitation
2020	10	Las Brisas	Via Perfecto	La Entrada	Rehabilitation
2020	10	Leonhardt Rd	Nacogdoches Rd	Encanta	Sealant
2020	10	Loma Grande	El Presidio	Cul-De-Sac	Rehabilitation
2020	10	Nacogdoches Rd	Naco-perrin Blvd	Iota Dr	Rehabilitation
2020	10	Nona Kay	Bitters Rd	Ilse	Sealant
2020	10	Nufy Rdg	Country Ln	Sleepy Elm	Sealant
2020	10	Old Bond St	Briardale	Stradford Place	Rehabilitation
2020	10	Old Stable Rd	Redland Rd	Horsemint	Rehabilitation
2020	10	Partridge Hill	Solitaire Hill	Magnolia Brook	Sealant
2020	10	Pecan Rdg	Stoney Fork	Stoney Orchard	Sealant
2020	10	Pleasant Vw	Bellcrest	Farm Wood	Sealant
2020	10	Prima Vista	El Gusto	Sierra Madre	Rehabilitation
2020	10	Program Management Services	City Wide	City Wide	Rehabilitation
2020	10	Rambowllette	Edgemont Dr	Cul-De-Sac	Sealant
2020	10	Red Maple	Burning Trl	Lone Summit	Sealant
2020	10	Red Rdg	Stoney Fork	Stoney Orchard	Sealant
2020	10	Ridge Water	Stoney Leaf	Stoney Grove	Sealant
2020	10	Rio D'oro	Woodridge Dr	Cul-De-Sac	Rehabilitation
2020	10	Saddle Rdg	Bellcrest	Cedar Moss	Sealant
2020	10	Sandiland	Anacacho	Dead End Or Cul De Sac	Sealant
2020	10	Short Horn	Rambowllette	Galacino	Sealant
2020	10	Sierra Madre	Prima Vista	Encanta	Rehabilitation
2020	10	Solitaire Hill	Partridge Hill	Magnolia Brook	Sealant
2020	10	Spring Blf	Spring Cluster	Cul-De-Sac	Sealant
2020	10	Spring Cluster	Spring Corner	Spring Valley	Sealant
2020	10	Spring Farm	Nacogdoches Rd	Spring Sunshine	Sealant
2020	10	Spring Moon	Spring mist	Spring Star	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	10	Spring Smoke	Spring Crown	Creekway	Sealant
2020	10	Spring Valley	Cul-De-Sac	Cul-De-Sac	Sealant
2020	10	Stahl Rd	Stormy Meadows	Falcon Hill	Sealant
2020	10	Stockman Dr	Santa Gertrudis	Cul-De-Sac	Sealant
2020	10	Stoney Fork	Pecan Rdg	Red Rdg	Sealant
2020	10	Stoney Grove	Ridge Water	Summer Rdg	Sealant
2020	10	Stoney Leaf	Ridge Water	Summer Rdg	Sealant
2020	10	Stoney Orchard	Pecan Rdg	Red Rdg	Sealant
2020	10	Stoney Pond	Stoney Sq	Dead End	Sealant
2020	10	Summer Rdg	Stoney Leaf	Stoney Grove	Sealant
2020	10	Sunset Grove	Serene Grove	Cul-De-Sac	Rehabilitation
2020	10	Temple Hill	Bell Dr	Landmark Hill Dr	Rehabilitation
2020	10	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	10	Via Perfecto	El Gusto	Cul-De-Sac	Rehabilitation
2020	10	Vista Park	Royal Vista Dr	Mountain Vista Dr	Sealant
2020	10	Willow Crest	Red Maple	Cul-De-Sac	Sealant
2020	10	Wood Breeze	Crested Grove	Stoney Climb	Sealant
2021	10	Aspen Vw	Uhr Ln	Nacogdoches Rd	Rehabilitation
2021	10	Bell Dr	Nacogdoches Rd	Uhr Ln	Sealant
2021	10	Bulverde Rd	Thousand Oaks	Naco-perrin Blvd	Rehabilitation
2021	10	Burgundy Pt	Aspen View	Cul-De-Sac	Rehabilitation
2021	10	Busby Dr	E Lawndale Dr	N New Braunfels Ave	Sealant
2021	10	Canaveral	Orbit	John Glenn	Sealant
2021	10	Cattleman	Nacogdoches Rd	Cul-De-Sac	Rehabilitation
2021	10	Cisco Blvd	Erin Blvd	Ronald Dr	Sealant
2021	10	Clear Lake Dr	Scarsdale	Uhr Ln	Rehabilitation
2021	10	Country Ln	Nacogdoches Rd	Dalewood Place	Sealant
2021	10	Crandall Place	Burnside Dr	Northridge Dr	Sealant
2021	10	Danbury	Broadway	Cul-De-Sac	Sealant
2021	10	Edgehill Dr	Laurelhurst	N New Braunfels Ave	Rehabilitation
2021	10	El Arroyo	Leonhardt Rd	Linda Colonia	Rehabilitation
2021	10	El Sueno	Los Cerdos	Gran Vista	Rehabilitation
2021	10	Encanta	Casa Oro	Cul-De-Sac	Rehabilitation
2021	10	Erin Blvd	Nacogdoches Rd	Skyline Blvd	Sealant
2021	10	Gran Vista	El Sueno	Los Palacias	Rehabilitation
2021	10	Greenbrier	Edgehill Dr	Broadway	Sealant
2021	10	Greensview Ln	Aspen View	Cul-De-Sac	Rehabilitation
2021	10	Haverford Dr	Shropshire	Nacogdoches Rd	Sealant
2021	10	Independence Ave	Oconnor Rd	Judson Rd	Sealant
2021	10	John Glenn	Astronaut	Gemini Dr	Sealant
2021	10	Jones Maltsberger Rd	Redhorse Range	Pebble Park	Sealant
2021	10	Knollcliff	Knollpass	Knollcreek	Sealant
2021	10	Knolldown	Knollpass	Knollcreek	Sealant
2021	10	Knollpass	Knollcliff	Cul-De-Sac	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	10	Knollpine	Knollpass	Knollpond	Sealant
2021	10	Knollpond	Knolldown	Knollstone	Sealant
2021	10	Knollrun	Knollpass	Knollpond	Sealant
2021	10	Knollspring	Knollvista	Cul-De-Sac	Sealant
2021	10	La Charca Dr	Linda Colonia	La Senda	Rehabilitation
2021	10	La Cieniga	La Charca Dr	Dead End Or Cul De Sac	Rehabilitation
2021	10	La Manana	El Presidio	Cul-De-Sac	Rehabilitation
2021	10	Larchmont Dr	Larchmont Dr	Seidel	Sealant
2021	10	Larkwood Dr	N New Braunfels Ave	Seidel	Sealant
2021	10	Las Nubes	Linda Colonia	Los Palacias	Rehabilitation
2021	10	Laurelhurst	Greenbrier	Crownhill Blvd	Sealant
2021	10	Leyte	Astronaut	John Glenn	Sealant
2021	10	Linda Colonia	La Charca Dr	Dead End Or Cul De Sac	Rehabilitation
2021	10	Little Brandywine	St Leger	Independence Ave	Rehabilitation
2021	10	Los Cerdos	Linda Colonia	Los Palacias	Rehabilitation
2021	10	Los Palacias	Gran Vista	Las Nubes	Rehabilitation
2021	10	Mayspring	Hereford	Clover Hill	Sealant
2021	10	Middle Ln	Erin Blvd	Ronald Dr	Sealant
2021	10	Mt Defiance	Burgonye	Valley Forge Ave	Rehabilitation
2021	10	Norwich	Hitching Post	Ne Loop 410 Access Rd	Sealant
2021	10	O'connor Rd	Field Dr	Rees Rise	Rehabilitation
2021	10	Orbit	Leyte	Canaveral	Sealant
2021	10	Program Management Services	City Wide	City Wide	Rehabilitation
2021	10	Randolph Blvd	O'connor Rd	Judson Rd	Sealant
2021	10	Ridge Circle Dr	RIDGE MEADOW DR	Ridge Falls Dr	Rehabilitation
2021	10	Ridge Village Dr	RIDGE MEADOW DR	Cul-De-Sac	Rehabilitation
2021	10	Rockhill Dr	N Vandiver Rd	Robin Rest Dr	Sealant
2021	10	Ronald Dr	Nacogdoches Rd	Skyline Blvd	Sealant
2021	10	Ross Oak	Stahl Rd	Misty Glen	Sealant
2021	10	Rustic Glade	Knollvista	Cul-De-Sac	Sealant
2021	10	S Guilford	Eastley	Salisbury Dr	Sealant
2021	10	Sagebrush Ln	Pineridge Rd	Chisolm Trl	Sealant
2021	10	Salisbury Dr	Eastley	Shropshire	Sealant
2021	10	Shady Breeze	Sunny Glen	Dead End Or Cul De Sac	Rehabilitation
2021	10	Shropshire	Broadway	Haverford Dr	Sealant
2021	10	Skyline Blvd	Dead End	Ronald Dr	Sealant
2021	10	Sundown	Summer Wind St	Cul-De-Sac	Sealant
2021	10	Sunny Glen	Pebble Glen	Bohill	Rehabilitation
2021	10	Thistledown	Clear Lake Dr	Tamarron	Rehabilitation
2021	10	Thousand Oaks	Wetmore Rd	Perrin Beitel	Rehabilitation
2021	10	Thrush Bend	Thrush View Ln	Cul-De-Sac	Rehabilitation
2021	10	Thrush View	Eisenhauer Rd	Thrush Bend	Rehabilitation
2021	10	Toepperwein Rd	Loma Azul	Ih 35 N	Sealant
2021	10	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	10	Vail Crest	Aspen View	Cul-De-Sac	Rehabilitation
2021	10	Wetmore Rd	Thousand Oaks	Stahl Rd	Sealant
2022	10	Alamo Blanco	Avenida Prima	El Sendero	Rehabilitation
2022	10	Basin Oak	Donely Place	Irongate Rail	Sealant
2022	10	Begonia Cir	Buckmoor	Dead End Or Cul De Sac	Sealant
2022	10	Briarwood Dr	N New Braunfels Ave	Scotsdale	Sealant
2022	10	Broadway	Sommers Dr	Ne Loop 410	Sealant
2022	10	Bromley Place	Sherwood Way	Higgins Rd	Sealant
2022	10	Burr Rd	W Hathaway Dr	Harry Wurzbach	Sealant
2022	10	Camelback Dr	N New Braunfels Ave	Scotsdale	Sealant
2022	10	Camellia Dr	Goodnight	N New Braunfels Ave	Rehabilitation
2022	10	Casa Rica	Encanta	Cul-De-Sac	Sealant
2022	10	Cobblehill	Bell Dr	Cul-De-Sac	Sealant
2022	10	Court Cir	E Lawndale Dr	Dead End Or Cul De Sac	Rehabilitation
2022	10	Donely Place	Basin Oak	Irongate Rail	Sealant
2022	10	Dove Haven	Robin Rest Dr	Harry Wurzbach	Rehabilitation
2022	10	Dove Mountain	Dove Haven	Cul-De-Sac	Rehabilitation
2022	10	E Terra Alta	W Terra Alta & Broadway	N New Braunfels Ave	Rehabilitation
2022	10	E Valley Forge Ave	Independence Ave	Bridge Path	Rehabilitation
2022	10	Eisenhauer Rd	N New Braunfels Ave	N Vandiver Rd	Rehabilitation
2022	10	Eisenhauer Rd	N Vandiver Rd	Austin Hwy	Rehabilitation
2022	10	Fallen Tree Dr	Camphor Way	Cul-De-Sac	Sealant
2022	10	Fox Head	Willow Run	Cul-De-Sac	Sealant
2022	10	Fox Lair	Willow Run	Cul-De-Sac	Sealant
2022	10	Galacino	Edgemont Dr	Short Horn	Rehabilitation
2022	10	Gatecrest St	Perrin Beitel	Center Gate Dr	Sealant
2022	10	Goodnight	Camellia Dr	E Lawndale Dr	Rehabilitation
2022	10	Greenwich Blvd	Larchmont Dr	Chevy Chase Dr	Sealant
2022	10	Haskin Rd	Urban Crest	Eisenhauer Rd	Sealant
2022	10	Ilse	La Rue	Lantana Dr	Sealant
2022	10	Indian Path	Front Royal	Fort Oswego	Rehabilitation
2022	10	Ira Lee Rd	Ne Loop 410 Access Rd	Austin Hwy	Rehabilitation
2022	10	Kenilworth Blvd	Burnside Dr	Eisenhauer Rd	Sealant
2022	10	Kings Mountain	Nacogdoches Rd	Dead End	Rehabilitation
2022	10	Knollbranch	Knollwood	Knollcreek	Sealant
2022	10	Knollcross	Knollbranch	Knollhollow	Sealant
2022	10	Knollhaven	Knollbranch	Knolltrail	Sealant
2022	10	Knollhollow	Knollwood	Knollcreek	Sealant
2022	10	Knollpoint	Knollcreek	Cul-De-Sac	Sealant
2022	10	Knolltrail	Knollcross	Knollhaven	Sealant
2022	10	Knollwood	Knollbranch	Knollhollow	Sealant
2022	10	Las Campanas	El Marro	Esplanade	Sealant
2022	10	Ledge Crk	Turkey Pt	Turkey Oak	Sealant
2022	10	Ledge Falls	Turkey Pt	Turkey Oak	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	10	Loma Corona	Loma Chica	Cul-De-Sac	Rehabilitation
2022	10	Lone Summit	Red Maple	Cul-De-Sac	Sealant
2022	10	Lookout Rd	Old O'Connor Rd	Toepperwein Rd	Sealant
2022	10	Macarthur View	Mopac	Nacogdoches Rd	Sealant
2022	10	Manila Dr	Luzon	Asteroid	Rehabilitation
2022	10	Misty Glade	Classen Rd	Dead End	Sealant
2022	10	Northridge Dr	Robin Rest Dr	Cul-De-Sac	Rehabilitation
2022	10	Oakhaven	Shire Oak	Cul-De-Sac	Sealant
2022	10	Old Oconnor Rd	O'connor Rd	O'Conn	Sealant
2022	10	Program Management Services	City Wide	City Wide	Rehabilitation
2022	10	Red Fox	Willow Run	Cul-De-Sac	Sealant
2022	10	Ridge Creek Dr	Ridge Meadow Dr	Ridge Point Dr	Rehabilitation
2022	10	Robin Rest Dr	Urban Crest	Eisenhauer Rd	Rehabilitation
2022	10	Scotsdale	Eisenhauer Rd	Woodmen Dr	Sealant
2022	10	Silver Fox	Willow Run	Cul-De-Sac	Sealant
2022	10	Spring Ranch	Spring Green	Spring Sq	Sealant
2022	10	Spring Robin	Creekway	Cul-De-Sac	Sealant
2022	10	Spring Village	Spring Fawn	Spring Valley	Sealant
2022	10	Sterlingford Place	Bromley Place	Dead End Or Cul De Sac	Sealant
2022	10	Sunfire	Oak Fire	Red Tree	Rehabilitation
2022	10	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	10	Turkey Oak	Ledge Falls	Ledge Crk	Sealant
2022	10	Unnamed Rd At Camelback Dr	Briarwood Dr	Tanglebriar	Sealant
2022	10	Unnamed Rd At Camelback Dr	Briarwood Dr	Tanglebriar	Sealant
2022	10	Wild Turkey East	Wild Turkey West	Wild Turkey West	Sealant
2022	10	Wild Turkey West	Wild Turkey East	Turkey Pt	Sealant
2022	10	Willow Hill	Willow Run	Cul-De-Sac	Sealant
2022	10	Willow Run	Stahl Rd	Martins Ferry	Sealant
2022	10	Woodmen Dr	N New Braunfels Ave	Scotsdale	Sealant
2018	2	Ackerman Rd	Ih 10 E Access Rd	Dead End	Rehabilitation
2018	2	Action Ln	Pecan Valley Dr	Supreme	Sealant
2018	2	Adamston	J St	Cul-De-Sac	Sealant
2018	2	Adkins Rdg	Adobe Grove	Booker Palm	Sealant
2018	2	Adobe Grove	Beacon Bay	Adkins Rdg	Sealant
2018	2	Alfa	Renault	Dauphine	Rehabilitation
2018	2	Alhaven	Amanda	Pecan Valley Dr	Sealant
2018	2	Amador	Lanark Dr	Ashland Dr	Rehabilitation
2018	2	Amanda	Martin Luther King Dr	H St	Rehabilitation
2018	2	Amberson	J St	Cul-De-Sac	Sealant
2018	2	Ambrosia	Fargo Ave	Dead End	Sealant
2018	2	Anchorage Bay	Beacon Bay	Booker Palm	Sealant
2018	2	Appler	Broadway	N Alamo St	Rehabilitation
2018	2	Aransas Ave	Martin Luther King Dr	Lone Oak Ave	Sealant
2018	2	Army Blvd	Broadway	N Pine St	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Artemis Dr	Harlow Dr	Cul-De-Sac	Rehabilitation
2018	2	Artemis Dr	Dell Oak Dr	Elkhorn Dr	Rehabilitation
2018	2	Asbury Station	Caribou Crk	Woodlake Pkwy	Sealant
2018	2	Ashland Dr	Virgil	Lakeshore Dr	Rehabilitation
2018	2	Aspen Farm	Highland Farm	Georges Farm	Sealant
2018	2	Autumn Lake	Lake Tahoe	Vista Lake	Sealant
2018	2	Backbay Pass	Cul-De-Sac	Cul-De-Sac	Sealant
2018	2	Barlow	Ih 10 E Access Rd	Lone Oak Ave	Sealant
2018	2	Basin Elm	Beacon Bay	Bedford Bay	Sealant
2018	2	Battle Pass	Bronco Way	Cul-De-Sac	Sealant
2018	2	Beacon Bay	Randolph Blvd	Adkins Rdg	Sealant
2018	2	Beacon Oak	Beacon Bay	Booker Palm	Sealant
2018	2	Bedford Bay	Beacon Bay	Basin Elm	Sealant
2018	2	Bee St	Ervin	Coleman	Sealant
2018	2	Belinda Lee	Susanwood Dr	Carol Crest	Rehabilitation
2018	2	Benton	E Carson	Ih 35 N Access Rd	Rehabilitation
2018	2	Berrycreek	Highcliff Dr	Deerfield Dr	Sealant
2018	2	Bikini Dr	Dead End	Kingston	Sealant
2018	2	Blaze Dr	Harlow Dr	Cul-De-Sac	Rehabilitation
2018	2	Blaze Dr	Dell Oak Dr	Elkhorn Dr	Rehabilitation
2018	2	Bluebonnet St	N Gevers St	N Walters St	Sealant
2018	2	Booker Palm	Adkins Rdg	Anchorage Bay	Sealant
2018	2	Bottomless Lake	Lake Superior	Lake Victoria	Sealant
2018	2	Brahan Blvd	Broadway	N Pine St	Sealant
2018	2	Brandys Farm	Mystic Sunrise Dr	Lyndys Farm	Sealant
2018	2	Brenhaven	Dead End	Pecan Valley Dr	Sealant
2018	2	Brice St	H St	F St	Sealant
2018	2	Bronco Way	Cul-De-Sac	Dull Knife Way	Sealant
2018	2	Burnet St	N New Braunfels Ave	Dead End	Sealant
2018	2	Burnet St	Cherry	Willow	Sealant
2018	2	Burr Rd	Broadway	W Hathaway Dr & Wyanoke	Sealant
2018	2	Calmar	Dorie St	Dead End	Rehabilitation
2018	2	Calmar	Lincolnshire Dr	Dead End	Rehabilitation
2018	2	Camier Cv	spanish dagger	cypress vine	Sealant
2018	2	Campobello	Highcliff Dr	Starhill	Rehabilitation
2018	2	Campstool Rd	Bronco Way	Dull Knife Way	Sealant
2018	2	Caribou Crk	Cutting Crk	Asbury Station	Sealant
2018	2	Carrie Ln	Cul-De-Sac	Chestnut Hill Dr	Sealant
2018	2	Castle Yard	Castle Cross	Cul-De-Sac	Rehabilitation
2018	2	Center St	N New Braunfels Ave	N Walters St	Sealant
2018	2	Ceremony Cv	Bronco Way	Cul-De-Sac	Sealant
2018	2	Charcliff Dr	Upland Dr	Stolnet	Rehabilitation
2018	2	Chestnut Hill Dr	Molokai	Carrie Ln	Sealant
2018	2	Cheyenne Ct	Dull Knife Way	Eaglecrest Blvd	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Cheyenne Loop	Dull Knife Way	Eaglecrest Blvd	Sealant
2018	2	Cicero Ave	Harlow Dr	Cul-De-Sac	Rehabilitation
2018	2	Cicero Ave	Dell Oak Dr	Elkhorn Dr	Rehabilitation
2018	2	Clipper Port	Powderhouse Dr	Wolf Crossing	Sealant
2018	2	Cody	NORFLEET	E Carson	Sealant
2018	2	Coleman	Dead End	Dead End	Rehabilitation
2018	2	Corinne	Eisenhauer Rd	Harry Wurzbach	Rehabilitation
2018	2	Corinne	Eisenhauer Rd	Austin Hwy	Rehabilitation
2018	2	Crystal Farm	Brittany Farm	Aspen Farm	Sealant
2018	2	Cutting Crk	Asbury Station	Cul-De-Sac	Sealant
2018	2	Cypress Vine	CAMIER CV	Poesta	Sealant
2018	2	Cyril	Dell Oak Dr	Elkhorn Dr	Rehabilitation
2018	2	Dahlia Terrace	Midcrown Dr	Castle Vw	Sealant
2018	2	Dancing Ct	Caribou Crk	Caribou Crk	Sealant
2018	2	Delaware	Piedmont Ave	St Anthony Ave	Rehabilitation
2018	2	Delmar St	S New Braunfels Ave	S Walters St	Rehabilitation
2018	2	Dewdrop Ln	QUIET NIGHT LN	SHALLOW BANK	Sealant
2018	2	Diamondhead Dr	Kingston	Molokai	Rehabilitation
2018	2	Diamondhead Dr	Molokai	Glendora	Rehabilitation
2018	2	Dinn Dr	Ih 35 N Access Rd	Fratt Rd	Sealant
2018	2	Dividend Dr	Creekview	N Ww White Rd	Sealant
2018	2	Dorie St	Amanda	Dead End	Rehabilitation
2018	2	Douglas Way	S Hackberry St	S Pine St	Rehabilitation
2018	2	Drew	Ambrosia	Aransas Ave	Sealant
2018	2	Drifting Sky	Asbury Station	Cul-De-Sac	Sealant
2018	2	Dumoulin Ave	S Palmetto	S New Braunfels Ave	Rehabilitation
2018	2	Dysart Dr	Upland Dr	Stolnet	Rehabilitation
2018	2	E Drexel Ave	Amanda	Dead End	Sealant
2018	2	E Houston St	S Cherry	At And T Center Pkwy	Sealant
2018	2	E Houston St	Ih 37 S Access Rd	N New Braunfels Ave	Sealant
2018	2	Eisenhauer Rd	Kingston	Ih 35 N Access Rd	Rehabilitation
2018	2	Eisenhauer Rd	Austin Hwy	Kingston	Rehabilitation
2018	2	Elbel Ln	Kenmar	Tomrob Dr	Rehabilitation
2018	2	Enchantment	Santa Catalina Cv	Azalea Sq	Sealant
2018	2	Espada Cliff	Espada Falls	Espada Ledge	Sealant
2018	2	Espada Ledge	Medina Farm	Spanish Flat	Sealant
2018	2	Eulalee Dr	Upland Dr	Stolnet	Rehabilitation
2018	2	Fairdale Dr	Ih 35 N Access Rd	Glendora	Sealant
2018	2	Falcon Rock	Liberty Stone	Gusty Plain	Sealant
2018	2	Fall Meadow	Summer Meadow	Cul-De-Sac	Sealant
2018	2	Fargo Ave	Ambrosia	Honey Blvd	Sealant
2018	2	Fisherman Pier	Clipper Port	Cul-De-Sac	Sealant
2018	2	Fisherman Sky	Liberty Stone	Dead End	Sealant
2018	2	Fishpond Rd	Cul-De-Sac	QUIET NIGHT LN	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Foggy Moon Dr	Cul-De-Sac	QUIET NIGHT LN	Sealant
2018	2	Fontaine Dr	Willowwood Blvd	Belgium	Sealant
2018	2	Fonville	Hialeah Ave	Goodhue Ave	Rehabilitation
2018	2	Fort Laramie	Powderhouse Dr	Cul-De-Sac	Sealant
2018	2	Frank	Hood St	Ih 35 N Access Rd	Sealant
2018	2	Frontier Cv	Dead End	Wolf Crossing	Sealant
2018	2	Garnet Caverns	Imperial Topaz	Pyrite Loop	Sealant
2018	2	Georges Farm	Heathers Farm	Jackies Farm	Sealant
2018	2	Glenoak Dr	S Ww White Rd	Semlinger Rd	Sealant
2018	2	Goliad Blf	Medina Branch	Espada Ledge	Sealant
2018	2	Gray St	Dead End	Dead End	Rehabilitation
2018	2	Gunlock Crk	Cutting Crk	Cul-De-Sac	Sealant
2018	2	Hall Park Dr	Fairdale Dr	Joline	Sealant
2018	2	Hammond Ave	Amanda	Dead End	Sealant
2018	2	Harry Wurzbach	Austin Hwy	Rittiman Rd	Rehabilitation
2018	2	Hays St	N Pine St	St Charles	Rehabilitation
2018	2	Heather Meadow	Dead End	Lake Victoria	Sealant
2018	2	Heather Pass	Castle Vw	Midcrown Dr	Sealant
2018	2	Hialeah Ave	Fonville	Glendora	Rehabilitation
2018	2	Highland Farm	Brittany Farm	Lakeview Dr	Sealant
2018	2	Holbrook	Eisenhauer Rd	Austin Hwy	Rehabilitation
2018	2	Hollyspring Dr	Susanwood Dr	Whispering Crk	Sealant
2018	2	Honey Meadow	Lake Superior	Lake Victoria	Sealant
2018	2	Horizon Lake	Lake Superior	Lake Victoria	Sealant
2018	2	Hunters Glen	Cul-De-Sac	Windover	Sealant
2018	2	I St	Hampton St	Dead End	Sealant
2018	2	Imperial Topaz	Smoky Quartz	Onyx Way	Sealant
2018	2	J St	Hampton St	Dead End	Sealant
2018	2	Jarbet Dr	Upland Dr	Stolnet	Rehabilitation
2018	2	Joline	Bloomdale	Monaco Dr	Sealant
2018	2	Kingston	Judivan	Eisenhauer Rd	Sealant
2018	2	La Colonia	Rittiman Rd	Stoneshire	Sealant
2018	2	Lake Superior	Lake Tahoe	Dead End	Sealant
2018	2	Lake Tahoe	Lake Superior	Dead End	Sealant
2018	2	Lanai	Judivan	Tropical Dr	Sealant
2018	2	Lanark Dr	Austin Hwy	Ih 35 N Access Rd	Rehabilitation
2018	2	Liberty Stone	Fisherman Sky	Falcon Rock	Sealant
2018	2	Lincolnshire Dr	Pecan Valley Dr	Brooksdale Dr	Sealant
2018	2	Lone Oak Ave	Martin Luther King Dr	F St	Sealant
2018	2	Longview Dr	Upland Dr	Stolnet	Rehabilitation
2018	2	Lord Rd	Stolnet	Semlinger Rd	Sealant
2018	2	Lynhaven	E Houston St	Dead End	Rehabilitation
2018	2	Macaway Crk	Cutting Crk	Marlin Meadow	Sealant
2018	2	Mallard Meadow	Fm 78	Dancing Ct	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Marlin Meadow	Fisherman Sky	Macaway Crk	Sealant
2018	2	Martin Luther King Dr	Ih 10 E Access Rd	S New Braunfels Ave	Sealant
2018	2	Material Budget	City Wide	City Wide	Rehabilitation
2018	2	Medina Farm	Goliad Ford	Espada Ledge	Sealant
2018	2	Mesquite Farm	Eastbrook Farm	Crone Farm	Sealant
2018	2	Millchase	Eisenhauer Rd	poesta	Sealant
2018	2	Misty Lake	Lake Tahoe	Vista Lake	Sealant
2018	2	Moana Dr	Palm Bay	Kingston	Sealant
2018	2	Moana Dr	Molokai	Glendora	Rehabilitation
2018	2	Monaco Dr	Malaya	Fairdale Dr	Sealant
2018	2	Montana	Ih 37 S	S Rio Grande	Sealant
2018	2	Moongrove Pass	Dead End	Fort Laramie	Sealant
2018	2	Morningview	Aurelia St	Dead End	Rehabilitation
2018	2	N Alamo St	Broadway	E Josephine St	Rehabilitation
2018	2	N Gevers St	Sherman	Bluebonnet	Sealant
2018	2	N Graytown Rd	E Loop 1604 N	Boenig Dr	Rehabilitation
2018	2	N Grimes St	Gabriel	Martin Luther King Dr	Sealant
2018	2	N Hackberry St	E Commerce St	Sherman St	Sealant
2018	2	N New Braunfels Ave	Burr	Pershing Ave	Sealant
2018	2	N New Braunfels Ave	Dawson St	IH 35 N Access Rd	Sealant
2018	2	N Pine St	Brahan Blvd	Army Blvd	Sealant
2018	2	N Polaris	Dawson St	E Commerce St	Sealant
2018	2	N Rio Grande	Larry St	Burnet St	Sealant
2018	2	N Walters St	E Commerce St	Larry St	Sealant
2018	2	N Walters St	Larry St	Runnels	Sealant
2018	2	Nika St	N Pine St	Dead End Or Cul De Sac	Rehabilitation
2018	2	Oakley Farm	Brittany Farm	Aspen Farm	Sealant
2018	2	Onslow	Burnet St	N Rio Grande & Gabriel	Rehabilitation
2018	2	Onyx Way	HEMATITE RIM	Pyrite Loop	Sealant
2018	2	Peck Ave	Hampton St	Pecan Valley Dr	Sealant
2018	2	Picardie Dr	Belgium	Dead End	Sealant
2018	2	Pleasant Lake	Espada Ledge	Summer Meadow	Sealant
2018	2	Poesta	WHISPINE	CYPRESS VINE	Sealant
2018	2	Porter St	S Palmetto	S New Braunfels Ave	Rehabilitation
2018	2	Powderhouse Dr	Fort Laramie	Cul-De-Sac	Sealant
2018	2	Program Management Services	City Wide	City Wide	Rehabilitation
2018	2	Providence	Chesapeake	Sea Breeze	Sealant
2018	2	Pyrite Loop	Amethyst Way	Onyx Way	Sealant
2018	2	Quail Creek Dr	NE Loop 410 Access Rd	Running Crk	Rehabilitation
2018	2	Quiet Night Ln	E Loop 1604 N	Shallow Bank	Sealant
2018	2	Radiance Dr	Harlow Dr	Amador	Rehabilitation
2018	2	Radiance Dr	Dell Oak Dr	Elkhorn Dr	Rehabilitation
2018	2	Rittiman Rd	Harry Wurzbach	Aina Ln	Rehabilitation
2018	2	Rittiman Rd	Aina Ln	Ih 35 N Access Rd	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Robeson	Yucca St	Martin Luther King Dr	Sealant
2018	2	Robin Meadow	Lake Superior	Cul-De-Sac	Sealant
2018	2	Rogers Ave	Duval	Ih 35 N Access Rd	Rehabilitation
2018	2	Roper	Ih 35 N Access Rd	E Carson	Sealant
2018	2	Rosary St	S Rio Grande	Garcia St	Sealant
2018	2	Rudolph	Unnamed St At Sherman St	N Gevers St	Rehabilitation
2018	2	S Grimes St	E Commerce St	Martin Luther King Dr	Sealant
2018	2	S Olive St	Iowa St	Westfall Ave	Sealant
2018	2	S Polaris	E Commerce St	Virginia Blvd	Sealant
2018	2	S Rio Grande	Hedges St	Martin Luther King Dr	Sealant
2018	2	S Walters St	Iowa St	E Commerce St	Sealant
2018	2	Sage Meadow	Lake Superior	Lake Victoria	Sealant
2018	2	Sandmeyer	N New Braunfels Ave	Edgar Dr	Sealant
2018	2	Sewanee St	Hampton St	Dead End	Sealant
2018	2	Sherri Ann Rd	Randolph Blvd	Crestway Rd	Rehabilitation
2018	2	Sinclair Rd	Se Loop 410	Lakeland	Rehabilitation
2018	2	Smoky Quartz	Imperial Topaz	Jasper Holw	Sealant
2018	2	Spanish Dagger	CAMIER CV	Cul-De-Sac	Sealant
2018	2	Spanish Dawn	Spanish Branch	Cul-De-Sac	Sealant
2018	2	Spanish King	Spanish Dawn	Cul-De-Sac	Sealant
2018	2	Springfield Rd	Fm 78	Corner Pkwy	Rehabilitation
2018	2	Sterling St	Amanda	Dead End	Rehabilitation
2018	2	Sterling St	Robeson	Dead End	Sealant
2018	2	Stoneshire	Dead End	La Colonia	Sealant
2018	2	Summer Meadow	Lake Superior	Pleasant Lake	Sealant
2018	2	Supreme	Action Ln	J St	Sealant
2018	2	Tallulah Dr	Blue Ash	Kingston	Sealant
2018	2	Tallulah Dr	Kingston	Glendora	Rehabilitation
2018	2	Tomrob Dr	Eastwood Dr	Kenmar	Rehabilitation
2018	2	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	2	Tropical Dr	Blue Ash	Kingston	Sealant
2018	2	Tuleta	US Hwy 281 N	Dead End	Rehabilitation
2018	2	Uleta	Lanark Dr	Blaze Dr	Rehabilitation
2018	2	Unnamed St At Austin Hwy	Corinne	Austin Hwy	Rehabilitation
2018	2	Upland Dr	Martin Luther King Dr	E Houston St	Sealant
2018	2	Whispering Lake	Lake Tahoe	Glacier Lake	Sealant
2018	2	Whispine	CAMIER CV	Poesta	Sealant
2018	2	Willow St	Colita	E Carson	Sealant
2018	2	Windover	Briarglen	Dead End	Sealant
2018	2	Wolf Crossing	Frontier Cv	Fort Laramie	Sealant
2018	2	Woodbrook	Dead End	Woodhill	Sealant
2018	2	Woodcraft	Woodbrook	Stoneshire	Sealant
2018	2	Woodgreen	Woodbrook	Stoneshire	Sealant
2018	2	Woodhill	Woodbrook	Stoneshire	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	2	Woodlake Pkwy	Walzem Rd	Midcrown Dr	Rehabilitation
2018	2	Woodlake Pkwy	Midcrown Dr E	Gibbs-sprawl Rd	Rehabilitation
2018	2	Yucca St	Clark Ave	Amanda	Sealant
2018	2	Zerrcliff	Kenmar	Tomrob Dr	Rehabilitation
2019	2	Ackerman Rd	Ih 10 E Access Rd	Bicentennial Dr	Sealant
2019	2	Alaskian Sunrise Dr	Sunrise Bend Dr	Burning Sunrise Dr	Sealant
2019	2	Allegro	Rittiman Rd	Renault	Rehabilitation
2019	2	Ancel	Rigsby Ave	Dead End	Rehabilitation
2019	2	Aniol	AT And T Center Pkwy	Cul-De-Sac	Rehabilitation
2019	2	Arthur St	N New Braunfels Ave	N Mittman St	Sealant
2019	2	Austin St	Sherman St	E Carson	Sealant
2019	2	Azalea Sq	Magnolia Blf	Wisteria Hill	Sealant
2019	2	Bargas	Virginia Blvd	Vine St	Rehabilitation
2019	2	Belmont	N Gevers St	N Walters St	Rehabilitation
2019	2	Blossom Bend	Magnolia Blf	Cul-De-Sac	Sealant
2019	2	Bluebonnet Bay	CLEMATIS TRL	Wisteria Hill	Sealant
2019	2	Brooksdale Dr	Martin Luther King Dr	Yucca St	Sealant
2019	2	Cantura Mills	Donshire Dr	Caspian Bay Dr	Rehabilitation
2019	2	Castle Lake	Castle Knoll	Castle Cross	Sealant
2019	2	Center Stone	Cornerway Blvd	Cul-De-Sac	Sealant
2019	2	Centerpiece Dr	Ne Loop 410 Access Rd	Cornerway Blvd	Sealant
2019	2	Cherry Glade	Longing Trail	Myrtle Glade	Rehabilitation
2019	2	Clematis Trl	MAGNOLIA BLF	Monets Garden	Sealant
2019	2	Comanche Sunrise	Coral Sunrise	Cul-De-Sac	Sealant
2019	2	Coral Sunrise	Glacier Sun Dr	Mission Sunrise	Sealant
2019	2	Corner Rdg	Cornerway Blvd	Cul-De-Sac	Sealant
2019	2	Cornerway Blvd	Corner Pkwy	Dietrich Rd	Sealant
2019	2	Country Sun Dr	Misty Springs Dr	Cul-De-Sac	Sealant
2019	2	Cunningham Ave	N Alamo St	N Pine St	Rehabilitation
2019	2	Dawson St	N New Braunfels Ave	N Walters St	Sealant
2019	2	Diane Rd	Rice Rd	Rigsby Ave	Sealant
2019	2	Dietrich Rd	Ne Loop 410 Access Rd	Ackerman Rd	Sealant
2019	2	Dorie St	Brooksdale Dr	Ih 10 E Access Rd	Sealant
2019	2	E Durango Blvd	S Cherry	S Hackberry St	Rehabilitation
2019	2	E Grayson St	Broadway	N New Braunfels Ave	Sealant
2019	2	Gallery Sun Dr	Glacier Sun Dr	Cul-De-Sac	Sealant
2019	2	Glen Loche	Moraga	Cul-De-Sac	Sealant
2019	2	Gorman St	N Walters St	Onslow	Sealant
2019	2	Greatland Dr	Industry Park Dr	Cul-De-Sac	Rehabilitation
2019	2	Gulf St	N New Braunfels Ave	Onslow	Sealant
2019	2	Hawaiian Sun Dr	Misty Springs Dr	Cul-De-Sac	Sealant
2019	2	Hays St	N Pine St	St Charles	Sealant
2019	2	Hickory Sun	Cactus Sun	Cul-De-Sac	Sealant
2019	2	Hoefgen Ave	Carolina	W Drexel Ave	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	2	Hudson	Burnet St	Nolan St	Sealant
2019	2	Indian Sunrise	Glacier Sun Dr	Mission Sunrise	Sealant
2019	2	Joes Farm	Lyndys Farm	Rosemarys Farm	Rehabilitation
2019	2	Kenmar	Upland Dr	Eastwood Dr	Rehabilitation
2019	2	Lake Arrowhead	Lakecrest	Lakedale	Rehabilitation
2019	2	Lakecrest	Lake Meadow	Lake Arrowhead	Rehabilitation
2019	2	Lakedale	Lake Meadow	Lake Arrowhead	Rehabilitation
2019	2	Lakedon	Lakefront	Cul-De-Sac	Rehabilitation
2019	2	Lakeloma	Lakecrest	Lakefront	Rehabilitation
2019	2	Lauras Farm	Lyndys Farm	Cul-De-Sac	Sealant
2019	2	Lockhart	Sherman	Dawson	Sealant
2019	2	Logan St	N New Braunfels Ave	St Martin	Rehabilitation
2019	2	Lyndys Farm	Jackies Farm	Brandys Farm	Sealant
2019	2	Magnolia Blf	Clematis Trl	Dead End	Sealant
2019	2	Midcrown Dr E	Eisenhauer Rd	Woodlake Pkwy	Rehabilitation
2019	2	Mission Sunrise	Indian Sunrise	Coral Sunrise	Rehabilitation
2019	2	Monets Garden	CLEMATIS TRL	Wisteria Hill	Sealant
2019	2	Myrtle Glade	Longing Trail	Cherry Glade	Rehabilitation
2019	2	N Alamo St	E Josephine St	Casa Blanca	Rehabilitation
2019	2	N Mittman St	E Houston St	Montana	Rehabilitation
2019	2	Nevada	S Hackberry St	S Monumental	Rehabilitation
2019	2	Parland	Broadway	N New Braunfels Ave	Rehabilitation
2019	2	Pershing Ave	Broadway	Old Austin Rd	Rehabilitation
2019	2	Plumbago Place	Magnolia Blf	Azalea Sq	Sealant
2019	2	Poinsettia	N Walters St	N Rio Grande	Sealant
2019	2	Post Ave	Broadway	N Pine St	Sealant
2019	2	Primrose Post	CLEMATIS TRL	Wisteria Hill	Sealant
2019	2	Program Management Services	City Wide	City Wide	Rehabilitation
2019	2	Rosemarys Farm	Jackies Farm	Joes Farm	Sealant
2019	2	S New Braunfels Ave	Nevada	Nevada	Sealant
2019	2	S Rio Grande	N Rio Grande & E Commerce St	Hedges St	Rehabilitation
2019	2	Semlinger Rd	Lord	Rigsby Ave	Sealant
2019	2	Sherman St	New Braunfels St	Edgar Dr	Sealant
2019	2	Space Center Dr	Ne Loop 410 Access Rd	Dead End	Rehabilitation
2019	2	Sterling St	Dead End	Cul-De-Sac	Sealant
2019	2	Sun Bay	Sun Canyon Dr	Sunshine Park	Sealant
2019	2	Sun Farm	Sun Canyon Dr	Sunshine Park	Sealant
2019	2	Sunshine Park	Sun Farm	Sun Bay	Sealant
2019	2	Three Springs Dr	Misty Springs Dr	Cul-De-Sac	Sealant
2019	2	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	2	Uecker Rd	Semlinger Rd	Se Loop 410 Access Rd	Rehabilitation
2019	2	Walzem Rd	Austin Hwy	East to RailRoad Track	Rehabilitation
2019	2	Wisteria Hill	Magnolia Blf	Woodlake Pkwy	Sealant
2019	2	Yucca St	Lone Oak Ave	Dead End	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	2	Algruth Dr	Upland Dr	Stolnet	Sealant
2020	2	Bayhead Dr	Dellhaven	Semlinger Rd	Sealant
2020	2	Benham	Dellhaven	Semlinger Rd	Rehabilitation
2020	2	Bobby Lou	Austin Hwy	Hartline Dr	Sealant
2020	2	Brusk	Rice Rd	Goodell Dr	Sealant
2020	2	Brussels Dr	Belgium	Gembler Ave	Sealant
2020	2	Bundy	Aransas Ave	Dead End	Sealant
2020	2	Covina Ave	Fonville	Glendora	Sealant
2020	2	Creekmoor	Dellhaven	Semlinger Rd	Sealant
2020	2	Creekview	Currency Dr	Cul-De-Sac	Sealant
2020	2	Crestway Rd	Sherri Ann Rd	Randolph Blvd	Sealant
2020	2	Dafoste	Nellina	E Commerce St	Sealant
2020	2	Dellhaven	Bayhead Dr	Wycliff	Rehabilitation
2020	2	E Carson	N Alamo St	N Palmetto St	Rehabilitation
2020	2	E Hildebrand Ave	Unnamed Park Rd At E Hildebrand Ave	N New Braunfels Ave	Sealant
2020	2	E Houston St	At And T Center Pkwy	Ih 10 E Access Rd	Sealant
2020	2	Edna Ave	Spriggsdale	Honey Blvd	Sealant
2020	2	Eisenhauer Rd	Ih 35 N Access Rd	Walzem Rd	Rehabilitation
2020	2	Eross St	N Gevers St	N Walters St	Sealant
2020	2	Exeter	Austin Hwy	Rittiman Rd	Rehabilitation
2020	2	Goodell Dr	Schumacher	Brusk	Sealant
2020	2	Groveland	Broadway	Dead End Or Cul De Sac	Rehabilitation
2020	2	Harlow Dr	Lanark Dr	Eisenhauer Rd	Sealant
2020	2	Hays St	N Walters St	Onslow	Sealant
2020	2	Holmgreen Rd	My Ln	S Ww White Rd	Sealant
2020	2	Honey Blvd	Aransas Ave	E Commerce St	Sealant
2020	2	Hormel Dr	Ih 35 N Access Rd	Steen	Rehabilitation
2020	2	Kay Ann Dr	S Ww White Rd	Carol Crest	Rehabilitation
2020	2	Larry St	Hines St	Cul-De-Sac	Sealant
2020	2	Leonidas Dr	Upland Dr	Stolnet	Sealant
2020	2	Live Oak St	Nolan St	E Houston St	Rehabilitation
2020	2	Lynfield	W Hein	Cul-De-Sac	Sealant
2020	2	Marmok	Hub Ave	Dafoste	Sealant
2020	2	Molokai	Bloomdale	Eisenhauer Rd	Sealant
2020	2	N Foster Rd	COSA City Limits	Ih 10 E Access Rd	Rehabilitation
2020	2	N Hein	W Hein	S Ww White Rd	Sealant
2020	2	N Mittman St	Gabriel	Burnet St	Sealant
2020	2	Nellina	Aransas Ave	Hub Ave	Sealant
2020	2	Orchard Rd	W Hein	S Ww White Rd	Sealant
2020	2	Petroleum Dr	Ih 35 N Access Rd	Binz-Engleman Rd	Rehabilitation
2020	2	Program Management Services	City Wide	City Wide	Rehabilitation
2020	2	Randolph Blvd	Crestway Rd	Beacon Bay	Sealant
2020	2	Rittiman Rd	Ih 35 N Access Rd	Kaepa Ct	Sealant
2020	2	S Vandiver Rd	Austin Hwy	Rittiman Rd	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	2	Schumacher	Rice Rd	Holmgreen Rd	Sealant
2020	2	Sea Breeze	Dellhaven	Semlinger Rd	Rehabilitation
2020	2	Semlinger Rd	Lord Rd	Rigsby Ave	Sealant
2020	2	Serna Park	Hartline Dr	Cul-De-Sac	Sealant
2020	2	Shipman	Ih 35 N Access Rd	Steen	Rehabilitation
2020	2	Splashtown Dr	Ih 35 N Access Rd	Copeland	Rehabilitation
2020	2	St Martin	Sherman	Dawson	Sealant
2020	2	Steen	Hormel Dr	Steen	Rehabilitation
2020	2	Stolnet	Martin Luther King Dr	Algruth Dr	Sealant
2020	2	Stoneleigh Dr	Diane Rd	Semlinger Rd	Rehabilitation
2020	2	Susanwood Dr	Whispering Crk	Kay Ann Dr	Sealant
2020	2	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	2	Vicksburg Dr	Providence	Leesburg	Sealant
2020	2	Village Court Dr	Village View Dr	Ray Bon Dr	Rehabilitation
2020	2	Village Crest Dr	Village View Dr	Cul-De-Sac	Rehabilitation
2020	2	Village Glen Dr	Village View Dr	Cul-De-Sac	Rehabilitation
2020	2	Village Row	Village View Dr	Cul-De-Sac	Rehabilitation
2020	2	W Hein	Martin Luther King Dr	Rice Rd	Sealant
2020	2	Woodlake Pkwy	Macaway Crk	COSA City Limits	Sealant
2020	2	Wycliff	Dellhaven	Semlinger Rd	Sealant
2021	2	Astoria Dr	Upland Dr	Eastwood Dr	Sealant
2021	2	At And T Center Pkwy	SBC Center Pkwy	Gembler Rd	Sealant
2021	2	At And T Center Pkwy	Ih 35 N Access Rd	E Houston St	Sealant
2021	2	Austin St	E Carson & W Carson	E Grayson St	Rehabilitation
2021	2	Bernadine Dr	Diane Rd	Semlinger Rd	Sealant
2021	2	Bikini Dr	Kingston	Glendora	Sealant
2021	2	Burleson St	Gibson	Rogers Ave	Rehabilitation
2021	2	Castle Bow	Midcrown Dr	Cul-De-Sac	Rehabilitation
2021	2	Castle Brook	Castle cross	Dead End	Sealant
2021	2	Castle Hunt Dr	Castle Knoll	Castle Cross	Sealant
2021	2	Castle Knoll	Castle Brook	Dead End	Sealant
2021	2	Castle Prince Dr	Castle Brook	Castle Lance Dr	Sealant
2021	2	Copeland	IH 35 N Access Rd	Dead End W	Rehabilitation
2021	2	Corner Pkwy	NE Loop 410 Access Rd	Cornerway Blvd	Rehabilitation
2021	2	Dell Oak Dr	Eisenhauer Rd	Ashland Dr	Sealant
2021	2	Dreiss	Florida	Martin Luther King Dr	Sealant
2021	2	Eisenhauer Rd	Midcrown Dr	Walzem Rd	Rehabilitation
2021	2	Factory Hill	Milling	N Ww White Rd	Sealant
2021	2	Gibbs-sprawl Rd	Castle Cross	Walzem Rd	Sealant
2021	2	Hershey	Dellhaven	Semlinger Rd	Sealant
2021	2	Hershey	S Ww White Rd	Diane Rd	Rehabilitation
2021	2	Hines St	Larry St	Rotary	Sealant
2021	2	Kenmar	Upland Dr	Elbel Ln	Sealant
2021	2	Lake Meadow	Us Hwy 87 E Access Rd	Sinclair Rd	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	2	Lakewood Dr	Dellhaven	Semlinger Rd	Sealant
2021	2	Lord Rd	Martin Luther King Dr & Stolnet	S Ww White Rd	Sealant
2021	2	Milling	Factory Hill	N Ww White Rd	Sealant
2021	2	Morningview	Brooksdale Dr	Dead End	Sealant
2021	2	Muegge	Locke	Giddings St	Sealant
2021	2	N Pine St	Nika St	Ih 35 N Access Rd	Sealant
2021	2	Nopal St	Aransas Ave	Westfall Ave	Rehabilitation
2021	2	Picardie Dr	Willowwood Blvd	Cul-De-Sac	Sealant
2021	2	Program Management Services	City Wide	City Wide	Rehabilitation
2021	2	Ray Bon Dr	Eisenhauer Rd	Village Haven	Rehabilitation
2021	2	Readwell Dr	Upland Dr	S Ww White Rd	Sealant
2021	2	Rogers Ave	Burleson St	Lamar St	Rehabilitation
2021	2	S Gevers St	Virginia Blvd	Ih 10 E Access Rd	Sealant
2021	2	Sanders St	S Pine St	S Palmetto	Sealant
2021	2	Sinclair Rd	Lakeland	Foster Meadows	Rehabilitation
2021	2	Spring Sun	Misty Springs Dr	Cul-De-Sac	Sealant
2021	2	St James	Lamar St	Burnet St	Sealant
2021	2	Stout Dr	Ne Loop 410 Access Rd	Cul-De-Sac	Rehabilitation
2021	2	Tex-con Rd	Se Loop 410 Access Rd	Dead End	Sealant
2021	2	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	2	Tropical Dr	Kingston	Glendora	Sealant
2021	2	Village Green	Village View Dr	Ray Bon Dr	Rehabilitation
2021	2	Village Haven	Ray Bon Dr	Cul-De-Sac	Rehabilitation
2021	2	Village Path	Village View Dr	Ray Bon Dr	Rehabilitation
2021	2	Village Trail Dr	Village View Dr	Ray Bon Dr	Rehabilitation
2021	2	Village View Dr	Village green	Village Row	Rehabilitation
2021	2	Waikiki Dr	Kingston	Molokai	Sealant
2021	2	Whispering Crk	Kay Ann Dr	Lock Lomond Ln	Sealant
2021	2	Willowwood Blvd	Belgium	Cul-De-Sac	Sealant
2022	2	Alder	N Pine St	Willow St	Sealant
2022	2	Alder	Muncey	N Palmetto	Sealant
2022	2	Bernadine Dr	Ww White Rd	Odessa Dr	Rehabilitation
2022	2	Berrycreek	Highcliff Dr	Deerfield Dr	Sealant
2022	2	Briarhill	Castlecreek	Berrycreek	Sealant
2022	2	Canadian St	N New Braunfels Ave	N Palmetto	Sealant
2022	2	Cant Stop	Lamar St	Rudolph	Sealant
2022	2	Castle Knoll	Dead End	Castle Brook	Sealant
2022	2	Castle Lance Dr	Midcrown Dr E	Castle Prince Dr	Sealant
2022	2	Castle Path Dr	Midcrown Dr E	Castle Prince Dr	Sealant
2022	2	Castle Prince Dr	Castle Lance Dr	Castle Brook	Sealant
2022	2	Castle Run Dr	Castle Knoll	Castle Cross	Sealant
2022	2	Castle Shield	Midcrown Dr E	Castle Lance Dr	Sealant
2022	2	Castlecreek	Starhill	Highcliff Dr	Sealant
2022	2	Chestnut St	Austin St	Nolan St	Rehabilitation

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Year	District	Street	From	To	Type
2022	2	Cimarron	Starhill	Cul-De-Sac	Sealant
2022	2	Colonneh Trl	Holbrook	Oo-loo-te-ka	Rehabilitation
2022	2	Colzona Rd	Dietrich Rd	Dead End	Rehabilitation
2022	2	Deerfield Dr	Goldstar	Berrycreek	Sealant
2022	2	Desert View Dr	Spring Dawn	Bright Vw	Rehabilitation
2022	2	Dietrich Rd	Springfield Rd	Ne Loop 410 Access Rd	Rehabilitation
2022	2	Dignowity	Edgar Dr	Locke St	Rehabilitation
2022	2	Dixville Rd	Dietrich Rd	Dead End	Rehabilitation
2022	2	E Commerce St	Ih 37 S	Ih 10 E Access Rd	Sealant
2022	2	E Crockett St	N Hackberry St	N New Braunfels Ave	Rehabilitation
2022	2	F St	Wheatley Ave	Dead End	Sealant
2022	2	Gembler Rd	At And T Center Pkwy	N Ww White Rd	Sealant
2022	2	Gibson	Rudolph	Burleson St	Rehabilitation
2022	2	Goldstar	Ne Loop 410 Access Rd	Starhill	Sealant
2022	2	Gorman St	N Pine St	N Palmetto St	Rehabilitation
2022	2	Haywood Ave	Army Blvd	Cunningham Ave	Sealant
2022	2	Highcliff Dr	Cul-De-Sac	Cul-De-Sac	Sealant
2022	2	Holmgreen Rd	My	Rigsby Ave	Sealant
2022	2	Lake Brook	Lake Emerald	Lakemist	Rehabilitation
2022	2	Lake Emerald	Lake Brook	Cul-De-Sac	Rehabilitation
2022	2	Lake Mont	Lake Brook	Cul-De-Sac	Rehabilitation
2022	2	Lake Oak	Lake Brook	Cul-De-Sac	Rehabilitation
2022	2	Lakewood Dr	S Ww White Rd	Odessa Dr	Sealant
2022	2	Lost Trl	Quail Creek Dr	Dead End Or Cul De Sac	Sealant
2022	2	Martin Luther King Dr	S Hackberry St	S Palmetto	Rehabilitation
2022	2	Mary Diane Dr	Semlinger Rd	Dellhaven	Sealant
2022	2	Mason St	N New Braunfels Ave	Calhoun	Rehabilitation
2022	2	Mason St	Austin St	N New Braunfels Ave	Rehabilitation
2022	2	Montford Place	Jaybrook Dr	Cul-De-Sac	Rehabilitation
2022	2	N New Braunfels Ave	Pershing Ave	Eleanor	Sealant
2022	2	Neo-sho Cir	Holbrook	Oo-loo-te-ka	Rehabilitation
2022	2	Oo-loo-te-ka	Colonneh Trl	Woodburn	Rehabilitation
2022	2	Parry Path	Lonecrest Ln	Cul-De-Sac	Sealant
2022	2	Perrin Beitel	NE Loop 410	Austin Hwy	Rehabilitation
2022	2	Program Management Services	City Wide	City Wide	Rehabilitation
2022	2	Quitman St	N Hackberry St	Pierce	Rehabilitation
2022	2	Remount Dr	Ih 35 N Access Rd	Fratt Rd	Rehabilitation
2022	2	Rice Rd	Brooksdale Dr	Diane Rd	Sealant
2022	2	Rudolph	N Palmetto	Rogers Ave	Rehabilitation
2022	2	St Charles	Lamar St	Sherman St	Sealant
2022	2	St Charles	Lamar St	Burnet St	Sealant
2022	2	St James	Lamar St	Sherman St	Sealant
2022	2	Starhill	Starcrest Dr	Cul-De-Sac	Sealant
2022	2	Susan Marie	N Hien	Laura Jean	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	2	Thorman	Broadway	N New Braunfels Ave	Rehabilitation
2022	2	Thornwood	Rittiman Rd	Stoneshire	Sealant
2022	2	Tomrob Dr	Eastwood Dr	Upland Dr	Sealant
2022	2	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	2	Tree View Dr	Lawnview	Regal View Dr	Rehabilitation
2022	2	Unnamed St At Diane Rd	Diane Rd	Dellhaven	Rehabilitation
2022	2	W Drexel Ave	Ih 37 S	S Hackberry St	Rehabilitation
2022	2	Woodburn	Holbrook	Oo-loo-te-ka	Rehabilitation
2020	2,10	N Weidner Rd	Ih 35 N Access Rd	Randolph Blvd	Sealant
2022	2,10	Ira Lee Rd	Ira Lee Rd	Unnamed st at Austin Hwy	Sealant
2022	2,10	Summer Wind St	Sundown	Summer Sun Ln	Rehabilitation
2018	2,3	New Sulphur Spgs	Se Loop 410 Access Rd	Jasper Holw	Rehabilitation
2019	2,3	New Sulphur Spgs	Pvt Rd At 6714 New Sulphur Spgs	Jasper Holw	Rehabilitation
2020	2,3	Rigsby Ave	Clark Ave	Roland Ave	Rehabilitation
2018	3	99th St	Cadmus	Mission Rd	Sealant
2018	3	Ada St	Kipling Ave	Dead End	Rehabilitation
2018	3	Amanda	Rigsby Ave	Dead End	Rehabilitation
2018	3	Ashley Rd	Mission Rd	Emilio Guerra	Rehabilitation
2018	3	Astor	S Pine St	Lynhurst St	Sealant
2018	3	Betty Jean	Junior St	Hillje St	Rehabilitation
2018	3	Bremen Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
2018	3	Chicago Blvd	Piedmont Ave	Lynhurst Ave	Rehabilitation
2018	3	Clifford Ct	S Presa St	Dead End	Rehabilitation
2018	3	Commercial Ave	Sw Military Dr	W Formosa Blvd	Sealant
2018	3	Curtis St	E Southcross Blvd	E Pyron Ave	Sealant
2018	3	Dagmar	Tyne Dr	Lou	Rehabilitation
2018	3	Del Lago Pkwy	7th Tee Cir	US HWY 281 S	Rehabilitation
2018	3	Del Lago Pkwy	7th Tee Cir	PELICAN PASS	Sealant
2018	3	Dogleg Right	Star Vista	Tee Time	Sealant
2018	3	Doup	Tremlett	School St	Sealant
2018	3	Dublin	Pickwell Dr	Pickwell Dr	Rehabilitation
2018	3	E Mitchell St	Mission Rd	Roosevelt Ave	Sealant
2018	3	E Southcross Blvd	Quintard St	Roosevelt Ave	Sealant
2018	3	Eight Iron	`	Four Iron Way	Sealant
2018	3	Elgin Ave	Greer St	Hiawatha	Rehabilitation
2018	3	Estancia St	Roosevelt Ave	Renova St	Sealant
2018	3	Five Iron	Eight Iron	Three Wood Way	Sealant
2018	3	Four Iron Way	Eight Iron	Three Wood Way	Sealant
2018	3	Galway Dr	Pickwell Dr	Pickwell Dr	Rehabilitation
2018	3	Galway Dr	Pickwell Dr	Killarney Dr	Rehabilitation
2018	3	Garnett Ave	Kendalia Ave	Clovis Place	Rehabilitation
2018	3	Genevieve Dr	S Flores St	Roosevelt Ave	Sealant
2018	3	Glad	Piedmont	Lynhurst Ave	Rehabilitation
2018	3	Glenwood	S Presa St	Dead End	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	3	Golden Crown	Goliads	Kellis Ave	Rehabilitation
2018	3	Goliad Rd	Fair Ave	E Southcross Blvd	Sealant
2018	3	Grosvenor Blvd	Commercial Ave	Pleasanton Rd	Rehabilitation
2018	3	Hallie Ave	Glover	Dead End	Rehabilitation
2018	3	Hallie Ave	Greer St	Glover	Sealant
2018	3	Halogen Way	Pelican Pass	Pelican Cv	Sealant
2018	3	Hiawatha	S Gevers St	Unnamed Park Rd At Pecan Valley Dr	Rehabilitation
2018	3	Hogan Cv	Lee Trevino	Cul-De-Sac	Sealant
2018	3	Hole In One	Dogleg Right	Cul-De-Sac	Sealant
2018	3	Jupe Dr	Rigsby Ave	Dead End	Sealant
2018	3	Kashmuir Place	Stringfellow Dr	Cul-De-Sac	Rehabilitation
2018	3	Killarney Dr	Bob Billa	Pickwell Dr	Rehabilitation
2018	3	Kipling Ave	S Mittman St	Clark Ave	Sealant
2018	3	Lee Trevino	Tiger Woods	Cul-De-Sac	Rehabilitation
2018	3	Lennon Ave	S Presa St	Groos Ave	Rehabilitation
2018	3	March Ave	S Flores St	Roosevelt Ave	Sealant
2018	3	Material Budget	City Wide	City Wide	Rehabilitation
2018	3	Mc Dougal Ave	Dollarhide Ave	Chesterfield	Rehabilitation
2018	3	Meadowlark Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
2018	3	Mildred	S Flores Rd	Dead End	Rehabilitation
2018	3	Mission Cv	Cul-De-Sac	Mission Pass	Sealant
2018	3	Mission Field	Mission Pass	Mission Gap	Sealant
2018	3	Mission Glory	Mission Stream	Mission Brook	Sealant
2018	3	Mission Rd	E Mitchell St	Isabel St	Rehabilitation
2018	3	Mission Rd	March Ave	Ashley Rd	Sealant
2018	3	Mission Rose	Mission Cir	Mission Verde	Sealant
2018	3	Mission Vista	Mission Stream	Mission Top	Sealant
2018	3	Mission Vw	Mission Stream	Mission Brook	Sealant
2018	3	Noble Ave	Canavan St	Dead End	Rehabilitation
2018	3	Par One	DEL LaGO Pkwy	Cul-De-Sac	Sealant
2018	3	Par Two	DEL LaGO Pkwy	Cul-De-Sac	Sealant
2018	3	Paula	S Ww White Rd	Se Loop 410 Access Rd	Sealant
2018	3	Pelican Cv	Pelican Pass	Pelican Pt	Sealant
2018	3	Pelican Pass	DEL LaGO Pkwy	PELICAN PT	Sealant
2018	3	Pleasanton Hts	Pleasanton Sq	Dead End	Sealant
2018	3	Prestwick Blvd	Dollarhide Ave	Kellis Ave	Rehabilitation
2018	3	Pro Cv	Lee Trevino	Cul-De-Sac	Sealant
2018	3	Program Management Services	City Wide	City Wide	Rehabilitation
2018	3	Rada St	Roosevelt Ave	Renova St	Sealant
2018	3	Regina St	S Presa St	S Pine St	Rehabilitation
2018	3	Rigsby Ave	S Hackberry St	S New Braunfels Ave	Rehabilitation
2018	3	S Flores St	March Ave	E Amber	Sealant
2018	3	S Gevers St	Ih 37 S Access Rd	Fair Ave	Sealant
2018	3	S Gevers St	Hicks Ave	Fair Ave	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	3	S Hackberry St	Ih 10 E Access Rd	Topeka Blvd	Rehabilitation
2018	3	S New Braunfels Ave	E Highland Blvd	Fair Ave	Rehabilitation
2018	3	S Presa St	Story Ln	Se Military Dr	Rehabilitation
2018	3	Sanco St	Roosevelt Ave	Ruidosa St	Sealant
2018	3	Sinclair Rd	Tillie	Se Loop 410 Access Rd	Rehabilitation
2018	3	Six Iron	Five Iron	Four Iron Way	Sealant
2018	3	Socorro St	Roosevelt Ave	Ruidosa St	Sealant
2018	3	Star Vista	Dogleg Right	Cul-De-Sac	Rehabilitation
2018	3	Steves Ave	S New Braunfels Ave	Clark Ave	Rehabilitation
2018	3	Stringfellow Dr	Kashmuir Place	Unnamed Park Rd At Pecan Valley Dr	Rehabilitation
2018	3	Stringfellow Dr	Kashmuir Place	Menlo Blvd	Rehabilitation
2018	3	Sunglo Dr	Commercial Ave	Pleasanton Rd	Rehabilitation
2018	3	Tee Time	Dogleg Right	Del Lago Pkwy	Sealant
2018	3	Theis Dr	Roland Ave	S Ww White Rd	Rehabilitation
2018	3	Three Iron	Five Iron	Del Lago Pkwy	Sealant
2018	3	Three Wood Way	Five Iron	TWO Iron	Sealant
2018	3	Tiger Woods	DEL LaGO Pkwy	NICKLAUS Way	Sealant
2018	3	Tillie	Rigsby Ave	Sinclair Rd	Sealant
2018	3	Topeka Blvd	S Presa St	S Hackberry St	Sealant
2018	3	Toudouze	Pleasanton Rd	S Flores St	Rehabilitation
2018	3	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	3	Two Iron	Three Wood Way	Del Lago Pkwy	Sealant
2018	3	Tyne Dr	Rigsby Ave	Paula	Sealant
2018	3	Verne St	Commercial Ave	Pleasanton Rd	Rehabilitation
2018	3	Ware Blvd	Pleasanton Rd	Roosevelt Ave	Sealant
2018	3	Yett Ave	Ashley Rd	Cul-De-Sac	Rehabilitation
2019	3	Ada St	S Hackberry St	S Pine St	Sealant
2019	3	Ada St	S Presa St	S Hackberry St	Sealant
2019	3	Arlington Ct	S Presa St	Dead End	Sealant
2019	3	Bailey Ave	S Palmetto	S New Braunfels Ave	Rehabilitation
2019	3	Bob Billa	Dollarhide Ave	Wales Ave	Sealant
2019	3	Brunswick Blvd	Ih 35 S Access Rd	Dead End	Sealant
2019	3	Bustillos Dr	Kelly Dr	Padre Dr	Sealant
2019	3	Chesterfield	Kashmuir Place	Glamis Ave	Sealant
2019	3	Chicago Blvd	S Presa St	Ih 37 S Access Rd	Sealant
2019	3	Christine Dr	Sandra	S Pine St	Rehabilitation
2019	3	Devoto Ave	Ward Ave	Regina St	Sealant
2019	3	Devoto Ave	Glenwood	Fair Ave	Sealant
2019	3	Dollarhide Ave	Skyridge Ave	E Southcross Blvd	Sealant
2019	3	E Amber	Gladnell Ave	S Flores St	Rehabilitation
2019	3	E Chavaneaux	Moursund Blvd	Roosevelt Ave	Sealant
2019	3	E Harding Blvd	W Harding Blvd & S Flores St	Mission Rd	Rehabilitation
2019	3	Fair Ave	S Presa St	Goliad Rd	Sealant
2019	3	Fairview Ave	S Hackberry St	S Pine St	Sealant

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Year	District	Street	From	To	Type
2019	3	Fitch St	Ih 35 S Access Rd	Pleasanton Rd	Sealant
2019	3	Forestgreen St	Gittinger	Cul-De-Sac	Sealant
2019	3	Glamis Ave	S Gevers St	Goliad Rd	Rehabilitation
2019	3	Glamis Ave	Dollarhide Ave	Chesterfield	Rehabilitation
2019	3	Glover	Clark Ave	Meadowlark Ave	Sealant
2019	3	Greco Dr	Pecan Estates	Roland Ave	Sealant
2019	3	Greer St	Clark Ave	Elgin Ave	Rehabilitation
2019	3	Halliday Ave	S Presa St	Ih 37 S Access Rd	Sealant
2019	3	Harcourt Ave	Enfield	Fairlawn Dr	Rehabilitation
2019	3	Kashmuir Place	S Walters St	Stringfellow Dr	Rehabilitation
2019	3	Kate Schenck Ave	Belford	Fairlawn Dr	Rehabilitation
2019	3	Kellis Ave	Pennystone Ave	Dead End Or Cul De Sac	Rehabilitation
2019	3	Lucinda	Ashley Rd	Bernard Dr	Sealant
2019	3	Mc Dougal Ave	S Gevers St	Clark Ave	Rehabilitation
2019	3	Mission Rd	E Sayers Ave	E Pyron Ave	Sealant
2019	3	Nopal St	Hicks Ave	Channing	Rehabilitation
2019	3	Oppenheimer Ave	Mccauley Ave	E Formosa Blvd	Rehabilitation
2019	3	Padre Dr	Roosevelt Ave	Willow Way	Sealant
2019	3	Parker	E Mitchell St	Dead End	Rehabilitation
2019	3	Pecan Grove Blvd	Treehouse Dr	E Southcross Blvd	Sealant
2019	3	Pennystone Ave	S Gevers St	Goliad Rd	Sealant
2019	3	Piedmont Ave	Chicago Blvd	Fair Ave	Sealant
2019	3	Piedmont Ave	E Southcross Blvd	Lilla Jean Dr	Rehabilitation
2019	3	Pleasanton Rd	Mauerman St	Martinez Losoya	Sealant
2019	3	Program Management Services	City Wide	City Wide	Rehabilitation
2019	3	Riverside Dr	E Southcross Blvd	Hot Wells & S Presa St	Sealant
2019	3	Robert E Lee St	Pleasanton Rd	S Flores St	Sealant
2019	3	Rock Glen	Glamis Ave	E Southcross Blvd	Rehabilitation
2019	3	Rockwood	S Presa St	Glenwood	Sealant
2019	3	S Hackberry St	Topeka Blvd	E Southcross Blvd	Rehabilitation
2019	3	S Olive St	Westfall Ave	E Boyer	Sealant
2019	3	S Pine St	Ward Ave	E Southcross Blvd	Sealant
2019	3	Sams Dr	Dead End	Dead End	Sealant
2019	3	San Acacia St	Roosevelt Ave	Renova St	Rehabilitation
2019	3	San Jose Dr	E Pyron Ave	Napier Ave	Sealant
2019	3	Stanfield	Steves Ave	Fair Ave	Rehabilitation
2019	3	Tee St	Springview Dr	Valleyfield Dr	Sealant
2019	3	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	3	Treegarden Dr	Pecan Grove Blvd	Gittinger	Sealant
2019	3	Tremlett	Monroe	S Presa St	Sealant
2019	3	Vfw Blvd	E White Ave	S Presa St	Sealant
2019	3	W Chavaneaux	E Chavaneaux	Commercial Ave	Sealant
2019	3	Waleetka St	Nopal St	S Gevers St	Sealant
2019	3	Zapata	Dead End	S Presa St	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	3	Anton Dr	Brooksdale Dr	Dead End	Sealant
2020	3	Astor	S Hackberry St	S Pine St	Rehabilitation
2020	3	Christian Dr	Rigsby Ave	Dead End	Sealant
2020	3	Club Vw	E Southcross Blvd	Greco Dr	Rehabilitation
2020	3	Congress	S Flores St	Roosevelt Ave	Sealant
2020	3	Cooke	Linn Rd	Dead End	Rehabilitation
2020	3	Cravens Ave	Clark Ave	Dollarhide Ave	Rehabilitation
2020	3	Cravens Ave	Goliad Rd	Clark Ave	Rehabilitation
2020	3	Cutler	Cliff Ave	E Gerald	Rehabilitation
2020	3	Desague	Espada Rd	Dead End Or Cul De Sac	Sealant
2020	3	E Bonner Ave	Roosevelt Ave	San Jose Dr	Sealant
2020	3	E Huff	S Flores St	Mission Rd	Rehabilitation
2020	3	E Petaluma Blvd	Pleasanton Rd	Bascum Blvd	Sealant
2020	3	E Southcross Blvd	S Flores Rd	Roosevelt Ave	Rehabilitation
2020	3	E Southcross Blvd	Pleasanton Rd	S Flores St	Sealant
2020	3	E White Ave	Mission Rd	Vfw Blvd	Sealant
2020	3	Enfield	Nash Blvd	Utopia Blvd	Sealant
2020	3	Fair Ave	S Presa St	S Hackberry St	Sealant
2020	3	Finis	Tucker Dr	Se Loop 410 Access Rd	Sealant
2020	3	Gittinger	Springview Dr	E Southcross Blvd	Rehabilitation
2020	3	Halliday Ave	Piedmont Ave	Stanfield	Sealant
2020	3	Hollyhill	Rigsby Ave	Dead End	Sealant
2020	3	Hot Wells	S Presa St	Ih 37 S	Sealant
2020	3	Hot Wells	Ih 37 S	Goliad Rd	Sealant
2020	3	Kaiser Dr	Rigsby Ave	Sinclair Rd	Sealant
2020	3	Keasler Ave	Tucker Dr	Se Loop 410 Access Rd	Sealant
2020	3	Mango	Rayburn Dr	Clovis Place	Sealant
2020	3	Old Corpus Christi Rd	S Presa St	Se Military Dr	Sealant
2020	3	Pecan Valley Dr	Dollarhide Ave	Ih 37 S Access Rd	Rehabilitation
2020	3	Pleasanton Blf	Pleasanton Cir	Pleasanton Spg	Sealant
2020	3	Pleasanton Rd	E Mayfield	Cantrell Dr	Sealant
2020	3	Pollydale Dr	Andricks Dr	Pecan Valley Dr	Rehabilitation
2020	3	Program Management Services	City Wide	City Wide	Rehabilitation
2020	3	Ravina Dr	Rigsby Ave	Dead End	Sealant
2020	3	S Flores St	E Edmonds Ave	Se Military Dr	Sealant
2020	3	Schley Ave	Aberdeen Place	S Hackberry St	Rehabilitation
2020	3	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	3	Tucker Dr	Rigsby Ave	Dead End	Sealant
2020	3	Valleyfield Dr	Pecan Grove Blvd	Gittinger	Rehabilitation
2020	3	Villareal St	Clark Ave	Mozart Ave	Rehabilitation
2020	3	Walhalla Ave	E Amber	Saipan Place	Rehabilitation
2020	3	Wharton St	Roosevelt Ave	S Presa St	Sealant
2020	3	Willis	E Southcross Blvd	Mt Vernon Ct	Sealant
2020	3	Winneway	S Ww White Rd	Se Loop 410 Access Rd	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	3	Anton Dr	Belford	Goliad Rd	Rehabilitation
2021	3	Belden Ave	S Flores St	Mission Rd	Rehabilitation
2021	3	Bickley	Pleasonton Rd	Beam	Sealant
2021	3	Camino Coahuilteca	Espada Rd	Villamain	Rehabilitation
2021	3	Canavan St	Commercial Ave	Marney Plaza	Sealant
2021	3	Channing	Stanfield	Nopal St	Rehabilitation
2021	3	Chickering Ave	Elgin Ave	Talisman	Rehabilitation
2021	3	Creath Place	Gladnell Ave	Fournier	Sealant
2021	3	E Baetz Blvd	Moursund Blvd	Pleasanton Rd	Rehabilitation
2021	3	E Chavaneaux	Ruidosa St	Espada Rd	Rehabilitation
2021	3	E Mally Blvd	Pleasanton Rd	Yett Ave	Sealant
2021	3	E Pyron Ave	S Flores St	Roosevelt Ave	Sealant
2021	3	E Southcross Blvd	S Presa St	Ih 37 S Access Rd	Rehabilitation
2021	3	E Southcross Blvd	Ih 37 S Access Rd	S Ww White Rd	Sealant
2021	3	E Villaret Blvd	Pleasanton Rd	Yett Ave	Sealant
2021	3	Felisa St	Mission Rd	Roosevelt Ave	Rehabilitation
2021	3	Kayton Ave	Nopal St	Adele St	Rehabilitation
2021	3	Lanier Blvd	Walhalla Ave	Yett Ave	Sealant
2021	3	Logwood Ave	Clovis Place	W Petaluma Blvd	Sealant
2021	3	Mebane	S Presa	S Ww White Rd	Sealant
2021	3	Napier Ave	San Jose Dr	E Bonner Ave	Sealant
2021	3	Nash Blvd	Goliad Rd	Woodstock Dr	Rehabilitation
2021	3	Pecan Valley Dr	S New Braunfels Ave	Ih 37 S Access Rd	Sealant
2021	3	Pinehurst Blvd	Pleasanton Rd	Yett Ave	Sealant
2021	3	Program Management Services	City Wide	City Wide	Rehabilitation
2021	3	Quig	Pecan Valley Dr	Lasses	Rehabilitation
2021	3	S New Braunfels Ave	Fair Ave	Se Military Dr	Sealant
2021	3	S Presa St	E Pyron Ave	Old Corpus Christi Hwy	Rehabilitation
2021	3	Showboat Dr	Tarleton Place	Dead End	Rehabilitation
2021	3	Sinclair Rd	Roland Ave	S Ww White Rd	Rehabilitation
2021	3	Springview Dr	Tee St	Cul-De-Sac	Rehabilitation
2021	3	Tidewind St	Pleasanton Rd	Yett Ave	Sealant
2021	3	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	3	W Harding Blvd	Commercial Ave	Pleasanton Rd	Rehabilitation
2021	3	Winesap	Texoma Dr	Baffin	Rehabilitation
2021	3	Yukon Blvd	Pleasanton Rd	Yett Ave	Sealant
2022	3	Aaron Place	Commercial Ave	Pleasanton Rd	Sealant
2022	3	Ashley Rd	Moursund Blvd	S Flores Rd	Sealant
2022	3	Barrett Ave	S Flores St	Mission Rd	Sealant
2022	3	Broadbent Ave	Steves Ave	Topeka Blvd	Rehabilitation
2022	3	Cato	Quig	Goliad Rd	Rehabilitation
2022	3	Channing	Nopal St	Anita St	Sealant
2022	3	Christy	E Sayers Ave	E Harlan Ave	Sealant
2022	3	Clamp Ave	W Hutchins Place	Sw Military Dr	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	3	Darlene	Tyne Dr	Lou	Rehabilitation
2022	3	Dollarhide Ave	E Palfrey Ave	E Southcross Blvd	Sealant
2022	3	Dunn Oak Dr	Emory Oak Dr	Beechnut Oak	Sealant
2022	3	E Ansley Blvd	Pleasanton Rd	Bascum Blvd	Rehabilitation
2022	3	E Chavaneaux	Roosevelt Ave	Ruidosa St	Sealant
2022	3	E Drexel Ave	S New Braunfels Ave	Nopal St	Rehabilitation
2022	3	E Pyron Ave	San Jose Dr	Dead End	Rehabilitation
2022	3	E Sayers Ave	S Flores St	Mission Rd	Sealant
2022	3	E Vestal Place	Pleasanton Rd	Chaucer Ave	Sealant
2022	3	E Villaret Blvd	Pleasanton Rd	Yett Ave	Sealant
2022	3	Escalon Ave	W Baetz Blvd	W Formosa Blvd	Rehabilitation
2022	3	Garnett Ave	W Baetz Blvd	Sw Loop 410 Access Rd	Sealant
2022	3	Golden Crown	Kellis Ave	Ferrington	Rehabilitation
2022	3	Greer St	S Pine St	Lynhurst Ave	Sealant
2022	3	Lasses	S New Braunfels Ave	Goliad Rd	Rehabilitation
2022	3	Lynhurst Ave	Steves Ave	Fair Ave	Sealant
2022	3	Mission Grande	Us Hwy 281 S	Dead End	Rehabilitation
2022	3	Moursund Blvd	E Baetz Blvd	E Chavaneaux	Sealant
2022	3	Pecan Valley Dr	E Southcross Blvd	Dollarhide Ave	Rehabilitation
2022	3	Pickwell Dr	Killarney Dr	Se Military Dr	Sealant
2022	3	Pleasanton Cir	Pleasanton Blf	Dead End	Sealant
2022	3	Program Management Services	City Wide	City Wide	Rehabilitation
2022	3	S Cherry	Steves Ave	Dead End	Sealant
2022	3	S Mittman St	Hiawatha	Vanderbilt	Sealant
2022	3	Saipan Place	Walhalla Ave	Barranca Ave	Sealant
2022	3	Sanez St	Roosevelt Ave	Ruidosa St	Sealant
2022	3	Sava St	Roosevelt Ave	Renova St	Sealant
2022	3	Sharmain Place	Commercial Ave	Pleasanton Rd	Sealant
2022	3	Sierra St	E Sayers Ave	E Harlan Ave	Sealant
2022	3	Skyridge Ave	Hiawatha	Dollarhide Ave	Rehabilitation
2022	3	St Anthony Ave	Steves Ave	Topeka Blvd	Sealant
2022	3	Steves Ave	S Hackberry St	S New Braunfels Ave	Rehabilitation
2022	3	Stonewall Ave	Ih 35 S Access Rd	S Flores S	Sealant
2022	3	Tipperary	Pickwell Dr	Pickwell Dr	Sealant
2022	3	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	3	W Pyron Ave	Commercial Ave	Ih 35 S Access Rd	Rehabilitation
2022	3	W Villaret Blvd	Moursund Blvd & E Villaret Blvd	Commercial Ave	Rehabilitation
2022	3	Wales Ave	Killarney Dr	Pickwell Dr	Sealant
2020	3,4	Mauermann Rd	Applewhite Rd	Pleasanton	Sealant
2021	3,4	W Hutchins Place	S Zarzamora St	550' East of Railroad Tracks	Rehabilitation
2018	4	Allenhurst	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Ann Arbor	Lytle Ave	Silver Spg	Rehabilitation
2018	4	Appleton Dr	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Baywell Dr	Cedarhurst Dr	Springvale Dr	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	4	Betty St	S Zarzamora	Cul-De-Sac	Rehabilitation
2018	4	Big Knife	Trading Post	Gray Buffalo	Sealant
2018	4	Bluff Pt	Solar Dr	Mahota	Rehabilitation
2018	4	Bluffside Dr	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Boonsboro	Mossy Crk	Farmsville Dr	Rehabilitation
2018	4	Braddock	General Bragg Dr	Fillmore Dr	Sealant
2018	4	Bravo Valley	Serene Valley	Horal Dr	Sealant
2018	4	Breeze Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
2018	4	Bynum Ave	Briggs Ave	Gracie St	Sealant
2018	4	Canteen	Westshire Dr	Cul-De-Sac	Sealant
2018	4	Carmel Ave	Mc Laughlin Ave	Sw Military Dr	Rehabilitation
2018	4	Cascade Pkwy	Barlite Blvd	Yarrow Blvd	Sealant
2018	4	Cedarhurst Dr	Ashford Dr	Valley Hi Dr	Sealant
2018	4	Cedarhurst Dr	Eaglerock Dr	Evandale Dr	Sealant
2018	4	Cedarhurst Dr	Evandale Dr	Ashford Dr	Sealant
2018	4	Chadwick	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Chaps	Gunsmoke	Spur Dr	Sealant
2018	4	Colt	Westrock Dr	Muleshoe Ln	Sealant
2018	4	Cougar Country	Cub Haven	Cul-De-Sac	Sealant
2018	4	Cozy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
2018	4	Crow Wing	Painted Tepee	Sachem	Sealant
2018	4	Cub Haven	Tiger Path	Cougar Country	Sealant
2018	4	Diamond Rock	Granite Bay	Tiger Hills	Sealant
2018	4	Dumont Dr	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Eaglerock Dr	Cedarhurst Dr	Springvale Dr	Sealant
2018	4	Evandale Dr	Sw Loop 410 Access Rd	Springvale Dr	Sealant
2018	4	Farr Dr	Clegg Dr	Dead End	Sealant
2018	4	Fenfield Ave	New Laredo Hwy	Somerset Rd	Sealant
2018	4	Ferncroft Dr	Sw Loop 410 Access Rd	Springvale Dr	Sealant
2018	4	Fillmore Dr	Prescott Dr	Potranco Rd	Sealant
2018	4	Glade Valley Dr	Alpine Valley	Five Palms Dr	Rehabilitation
2018	4	Glider Ave	Sw Loop 410 Access Rd	Gunsmoke	Sealant
2018	4	Gold Dust Dr	Saddlebrook Dr	Sawtooth Dr	Rehabilitation
2018	4	Gold Hill Dr	Saddlebrook Dr	Sawtooth Dr	Rehabilitation
2018	4	Granite Bay	Cougar Chase	Diamond Rock	Sealant
2018	4	Gunsmoke	Landing Ave	Gallop	Sealant
2018	4	Happy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
2018	4	Harness Ln	Rimfire Dr	Bronco Ln	Sealant
2018	4	Horal Dr	Marbach Rd	Adams Hill Dr	Sealant
2018	4	Hunt Ln	Demya	Us Hwy 90 W Access Rd	Rehabilitation
2018	4	Jennifer Dr	W Villaret Blvd	S Zarzamora	Sealant
2018	4	Kelsey Ave	New Laredo Hwy	Briggs Ave	Sealant
2018	4	Kendalia Ave	Kyle St	Ih 35 S Access Rd	Rehabilitation
2018	4	Kimberly Dr	Cedarhurst Dr	Springvale Dr	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	4	Kindred St	Bobcat Ln	Navajo St	Sealant
2018	4	Knollwood Dr	Sw Loop 410 Access Rd	Springvale Dr	Sealant
2018	4	Lake Valley Dr	Sw Loop 410 Access Rd	Ray Ellison Blvd	Rehabilitation
2018	4	Leopard Claw	Cougar Chase	Potranco Rd	Sealant
2018	4	Leopard Hunt	Lion King	Cul-De-Sac	Sealant
2018	4	Lion King	Tiger Chase	Cub Haven	Sealant
2018	4	Lynx Range	Bobcat Crk	Seascape Dr	Sealant
2018	4	Mahota	Hunt Ln	Tomar Dr	Rehabilitation
2018	4	Manoway	W Ackard Place	Rodrick Dr	Rehabilitation
2018	4	Material Budget	City Wide	City Wide	Rehabilitation
2018	4	Muleshoe Ln	Colt	Hackamore Ln	Sealant
2018	4	Navajo St	Somerset Rd	Ih 35 S Access Rd	Sealant
2018	4	Painted Tepee	Trading Post	Sachem	Sealant
2018	4	Peabody Ave	Somerset Rd	Quintana Rd	Sealant
2018	4	Program Management Services	City Wide	City Wide	Rehabilitation
2018	4	Roan	Westshire Dr	Dead End Or Cul De Sac	Sealant
2018	4	Sachem	Painted Tepee	Sagamore	Sealant
2018	4	Saddlebrook Dr	Heritage Farm	Boling Brook	Rehabilitation
2018	4	Sagamore	Painted Tepee	Sachem	Sealant
2018	4	Sas Dr	S Zarzamora	Cul-De-Sac	Sealant
2018	4	Sawtooth Dr	Sugarloaf Dr	Heritage Farm	Rehabilitation
2018	4	Seascape Dr	W Military Dr	Potranco Rd	Sealant
2018	4	Silver Arrow	Ann Arbor	Cul-De-Sac	Rehabilitation
2018	4	Silver Hill	Point West	Dead End	Rehabilitation
2018	4	Silver Spg	Ann Arbor	Point West	Rehabilitation
2018	4	Sleepy Valley	Glade Valley Dr	Cul-De-Sac	Rehabilitation
2018	4	Springvale Dr	Us Hwy 90 W Access Rd	Aldrich Dr	Rehabilitation
2018	4	Stampede	Rawhide Ln	Cul-De-Sac	Sealant
2018	4	Stirrup	Westrock Dr	Cul-De-Sac	Sealant
2018	4	Strech Ave	W Mally Blvd	W Villaret Blvd	Rehabilitation
2018	4	Tiger Chase	Bobcat Crk	Cougar Country	Sealant
2018	4	Tiger Hills	Cougar Chase	Diamond Rock	Sealant
2018	4	Tiger Path	Cub Haven	Tiger Field	Sealant
2018	4	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	4	W Gerald	Ih 35 S Access Rd	Whitman Ave	Sealant
2018	4	Westshire Dr	Hackamore Ln	Rawhide Ln	Sealant
2018	4	Zabra Dr	Sw Loop 410 Access Rd	Tomar Dr	Rehabilitation
2018	4	Zabra Dr	Horal Dr	Tomar Dr	Rehabilitation
2018	4	Zabra Dr	Horal Dr	Cul-De-Sac	Rehabilitation
2019	4	Alpine Village	Village Branch	Arrowhead Trl	Rehabilitation
2019	4	Apache Village	Barlow Village	Aspen Village	Rehabilitation
2019	4	Arrowhead Trl	Alpine Village	Dugas Dr	Rehabilitation
2019	4	Aspen Village	Aztec Village	Cypressgreen Dr	Rehabilitation
2019	4	Aztec Village	Dugas Dr	Aspen Village	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	4	Berry Hill	Scates Dr	Solar Dr	Rehabilitation
2019	4	Berryville	Mossy Crk	Farmsville Dr	Rehabilitation
2019	4	Bertetti Dr	Hunt Ln	Horal Dr	Rehabilitation
2019	4	Billings Dr	Bay Horse Dr	Prescott Dr	Sealant
2019	4	Buckhorn Rd	Five Palms Dr	W Military Dr	Sealant
2019	4	Catfish Holw	Black Bass	Cul-De-Sac	Sealant
2019	4	Cedar Village	Arrowhead Trl	Dead End Or Cul De Sac	Rehabilitation
2019	4	Century Dr	Five Palms Dr	Royalgate Dr	Sealant
2019	4	Cold Harbor	Wilsons Crk	Dead End Or Cul De Sac	Rehabilitation
2019	4	Covel	1173 Ft North Landfill Entrance	Entrance to Covel Landfill	Rehabilitation
2019	4	Cuff	W Vestal Place	Parnell Ave	Rehabilitation
2019	4	Cypressfox Dr	Cypressgarden Dr	Sugarloaf Dr	Rehabilitation
2019	4	Cypressgreen Dr	Aspen Village	Cul-De-Sac	Rehabilitation
2019	4	Cypresstree Dr	Dugas Dr	Cul-De-Sac	Rehabilitation
2019	4	Dugas Dr	Potranco Rd	S Ellison Dr	Rehabilitation
2019	4	Eagle Fox Dr	Arrowhead Trl	Dead End Or Cul De Sac	Rehabilitation
2019	4	Farmsville Dr	Berryville	Adams Hill Dr	Rehabilitation
2019	4	Fedora Dr	Clegg Dr	Dempsey Dr	Rehabilitation
2019	4	Five Forks	S Ellison Dr	Wilsons Crk	Sealant
2019	4	Five Palms Dr	Ray Ellison Blvd	Rain Dance Dr	Sealant
2019	4	Five Palms Dr	Rain Dance Dr	Port Victoria	Sealant
2019	4	Fort Donelson	Five Forks	Adams Hill Dr	Rehabilitation
2019	4	Fort Henry	Five Forks	Cul-De-Sac	Rehabilitation
2019	4	Fort Sumter	Adams Hill Dr	Cul-De-Sac	Rehabilitation
2019	4	Frio Valley	Apple Valley Dr	Cul-De-Sac	Rehabilitation
2019	4	Ghost Hawk	Rain Dance Dr	Five Palms Dr	Sealant
2019	4	Gray Buffalo	Five Palms Dr	Dead End	Sealant
2019	4	Harpers Ferry	Five Forks	Adams Hill Dr	Sealant
2019	4	Haven Valley	Apple Valley Dr	Dead End	Rehabilitation
2019	4	Hidden Valley Dr	Sun Valley	Ray Ellison Blvd	Rehabilitation
2019	4	Hunt Ln	Demya	Marbach Rd	Sealant
2019	4	Indian Pipe Dr	Rain Dance Dr	Sweet Maiden Dr	Sealant
2019	4	Jamaica Dr	Horal Dr	Tarasco	Rehabilitation
2019	4	Kernan Dr	Hunt Ln	Berry Hill	Rehabilitation
2019	4	Kontiki Place	Five Palms Dr	Seacomber	Sealant
2019	4	Lelani Place	Five Palms Dr	Surfrider	Sealant
2019	4	Little Feather	Big Knife	Cul-De-Sac	Sealant
2019	4	Lynx Mountain	Cougar Gap	Lion Hunt	Sealant
2019	4	Maddux Dr	Hunt Ln	Berry Hill	Rehabilitation
2019	4	Merritt Dr	Hunt Ln	Samuel Dr	Rehabilitation
2019	4	Mossy Crk	Five Forks	Adams Hill Dr	Rehabilitation
2019	4	Mountain Valley	Sun Valley	Ray Ellison Blvd	Rehabilitation
2019	4	Nashville	Fort Donelson	Cul-De-Sac	Rehabilitation
2019	4	Ony	W Hutchins Place	W Vestal Place	Rehabilitation

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Year	District	Street	From	To	Type
2019	4	Petersburg	Adams Hill Dr	Cul-De-Sac	Rehabilitation
2019	4	Potlatch	Gray Buffalo	Yellow Knife	Sealant
2019	4	Program Management Services	City Wide	City Wide	Rehabilitation
2019	4	Rattler Blf	Cougar Gap	Lion Hunt	Sealant
2019	4	Redbrook Dr	Windyhill	Royalgate Dr	Sealant
2019	4	Rio Linda	Harvest Time	Prescott Dr	Sealant
2019	4	Royalgate Dr	W Military Dr	Reefridge	Sealant
2019	4	S Zarzamora	W Mayfield	Ih 35 S Access Rd	Sealant
2019	4	S Zarzamora	W Hutchins Place	Sw Loop 410	Sealant
2019	4	Saddlebrook Dr	Cypressfox Dr	Quicksilver Dr	Rehabilitation
2019	4	Samuel Dr	Merritt Dr	Kernan Dr	Rehabilitation
2019	4	San Lucas	Adams Hill Dr	Cul-De-Sac	Rehabilitation
2019	4	Scates Dr	Berry Hill	Hunt Ln	Sealant
2019	4	Seacomber	Five Palms Dr	Kontiki Place	Sealant
2019	4	Seashell Place	Five Palms Dr	Wayfarer Place	Sealant
2019	4	Siesta Valley	Apple Valley Dr	Cul-De-Sac	Rehabilitation
2019	4	Simler Dr	Kernan Dr	Dead End Or Cul De Sac	Rehabilitation
2019	4	Standing Bear	Trading Post	Cul-De-Sac	Sealant
2019	4	Stones River	Fort Donelson	Cul-De-Sac	Rehabilitation
2019	4	Surfrider	Five Palms Dr	Lelani Place	Sealant
2019	4	Sweet Maiden Dr	Five Palms Dr	Tesoro Hills	Sealant
2019	4	Tesoro Hills	Sweet Maiden Dr	Cul-De-Sac	Sealant
2019	4	Tideland	Harvest Time	Prescott Dr	Sealant
2019	4	Tippecanoe	S Ellison Dr	Arrowhead Trl	Rehabilitation
2019	4	Tomar Dr	Jamaica Dr	Cable Dr	Rehabilitation
2019	4	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	4	Tropicana Place	Five Palms Dr	Cul-De-Sac	Sealant
2019	4	Valley Hi Dr	Springvale Dr	Sw Loop 410 Access Rd	Sealant
2019	4	Village Branch	Tippecanoe	Alpine Village	Rehabilitation
2019	4	W Mally Blvd	Vizrey	Rockwell Blvd	Rehabilitation
2019	4	W Vestal Place	Ony	Cuff	Rehabilitation
2019	4	Wayfarer Place	Five Palms Dr	Seashell Place	Sealant
2019	4	Wilsons Crk	Five Forks	Adams Hill Dr	Rehabilitation
2019	4	Windyhill	Five Palms Dr	Amberwood Dr	Sealant
2019	4	Yellow Knife	Gray Buffalo	Potlatch	Sealant
2019	4	Young Bear	Ghost Hawk	Cul-De-Sac	Sealant
2020	4	Adams Hill Dr	Farmsville Dr	Hunt Ln	Sealant
2020	4	Adams Hill Dr	S Ellison Dr	Mossy Crk	Sealant
2020	4	Adkins Pride	Medio Crk	Cul-De-Sac	Sealant
2020	4	Algo Dulce	Maria Isabel Dr	Aragon Dr	Rehabilitation
2020	4	Alpine Valley	Bright Valley	Royal Valley	Rehabilitation
2020	4	Amber Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
2020	4	Amberwood Dr	Dead End	Middlefield Dr	Sealant
2020	4	Amble Coach	Medio Crk	Cul-De-Sac	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	4	Anaheim Dr	Aragon Dr	Twining Dr	Rehabilitation
2020	4	Anchors Coach	Medio Crk	Cul-De-Sac	Sealant
2020	4	Anchors Flat	Medio Crk	Cul-De-Sac	Sealant
2020	4	Ashford Dr	Cedarhurst Dr	Springvale Dr	Rehabilitation
2020	4	Barlite Blvd	Sw Military Dr	Navajo St	Sealant
2020	4	Big Creek Dr	War Horse Dr	Standing Rock Dr	Sealant
2020	4	Boling Brook	Sand Harbor	Ingram Rd & Deer Hide	Rehabilitation
2020	4	Bridle View Dr	Willow Grove Dr	Rousseau	Sealant
2020	4	Briggs Ave	Barlite Blvd	Somerset Rd	Sealant
2020	4	Buckskin	Hackamore Ln	Rawhide Ln	Sealant
2020	4	Cactus Crossing Dr	Willow Grove Dr	Rousseau	Sealant
2020	4	Campfire Ln	Westshire Dr	Bronco Ln	Sealant
2020	4	Campfire Ln	Bronco Ln	Cul-De-Sac	Rehabilitation
2020	4	Canoga Park	Saddlebrook Dr	Cul-De-Sac	Rehabilitation
2020	4	Castle Cv	Port Victoria	Cul-De-Sac	Rehabilitation
2020	4	Cattle Ranch Dr	Rousseau	Sierra Ridge Dr	Sealant
2020	4	Chamita Dr	Manzano Dr	Cul-De-Sac	Rehabilitation
2020	4	Clover Crk	Potranco Rd	Manor Crk	Sealant
2020	4	Cold Creek Ct	clover crk	Cul-De-Sac	Sealant
2020	4	Columbia Sq	Marbach Rd	Westpond Dr	Sealant
2020	4	Concio Dr	Adams Hill Dr	Easy Valley Dr	Rehabilitation
2020	4	Copper Pot	Cattle Ranch Dr	Cul-De-Sac	Sealant
2020	4	Corpus Cv	Seacliff	Cul-De-Sac	Rehabilitation
2020	4	De Kalb	Granary	Old Farm	Rehabilitation
2020	4	Diamond Cv	Seacliff	War Horse Dr	Rehabilitation
2020	4	Dundalk	Old Hills Ln	Cul-De-Sac	Rehabilitation
2020	4	Easy Valley Dr	Serene Valley	Horal Dr	Rehabilitation
2020	4	Elk Runner	Five Palms Dr	Cul-De-Sac	Rehabilitation
2020	4	Ella	Wagner Ave	W Pyron Ave	Rehabilitation
2020	4	Emerald Glade	Potranco Rd	Saddlebrook Dr	Rehabilitation
2020	4	Fleethill	Knoll Krest Dr	Middlefield Dr	Sealant
2020	4	Fork Crk	Clover Crk	Rainbow Crk	Sealant
2020	4	Gallop	Palomino	Rawhide Ln	Sealant
2020	4	Garden Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
2020	4	Golden Valley Dr	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2020	4	Granary	Trappers Run	De Kalb	Rehabilitation
2020	4	Greencastle Dr	Mai Kai Dr	Stonybrook Dr	Sealant
2020	4	Grey Wolf	Five Palms Dr	Cul-De-Sac	Sealant
2020	4	Havencrest Dr	Rustleaf Dr	Whitewood Dr	Sealant
2020	4	Hazel Valley Dr	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2020	4	Hunter Blvd	S Zarzamora	Cul-De-Sac	Rehabilitation
2020	4	Hunter Blvd	Silver Spg	Cul-De-Sac	Rehabilitation
2020	4	Idlewood	Knoll Krest Dr	Singinghill	Sealant
2020	4	Ike St	Palo Alto Rd	Dead End	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	4	Impala Spgs	Willow Grove Dr	Gazelle Hunt	Sealant
2020	4	Kingley	W Ackard Place	Rodrick Dr	Rehabilitation
2020	4	Klondike Dr	Prescott Dr	Cul-De-Sac	Sealant
2020	4	Knoll Krest Dr	Five Palms Dr	Whitewood Dr	Sealant
2020	4	Leahy	IH 35 S Access Rd	Shelby	Rehabilitation
2020	4	Lighthouse Cv	Port Victoria	Cul-De-Sac	Rehabilitation
2020	4	Little Wolf	Five Palms Dr	Cul-De-Sac	Sealant
2020	4	Longmont Dr	Prescott Dr	Cul-De-Sac	Sealant
2020	4	Mai Kai Dr	Greencastle Dr	Merry Oaks Dr	Sealant
2020	4	Manor Crk	Rousseau	Rainbow Crk	Sealant
2020	4	Manzano Dr	Aragon Dr	Reforma Dr	Rehabilitation
2020	4	Maple Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
2020	4	Marble Cv	Trading Post	Cul-De-Sac	Rehabilitation
2020	4	Medallion	Trappers Run	Cul De Sac	Rehabilitation
2020	4	Medio Crk	Manor Crk	Cul-De-Sac	Sealant
2020	4	Millbrook Dr	Saddlebrook Dr	Sawtooth Dr	Sealant
2020	4	Moon Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
2020	4	Mossledge	Knoll Krest Dr	Singinghill	Sealant
2020	4	Old Farm	Trappers Run	De Kalb	Rehabilitation
2020	4	Old Wagon	Heritage Farm	Cul-De-Sac	Rehabilitation
2020	4	Overland Crk	Clover Crk	Rainbow Crk	Sealant
2020	4	Palomino	Gallop	Cul-De-Sac	Sealant
2020	4	Peach Valley	Sun Valley	Ray Ellison Blvd	Rehabilitation
2020	4	Pirate Cv	Port Victoria	Cul-De-Sac	Rehabilitation
2020	4	Plumtree Dr	Rustleaf Dr	Whitewood Dr	Sealant
2020	4	Point West	Rhode Ave	Silver Arrow	Rehabilitation
2020	4	Port Townsend Dr	Clipper Dr	Seafarer Dr	Rehabilitation
2020	4	Port Victoria	Five Palms Dr	Castle Cv	Rehabilitation
2020	4	Previn	Creston	Cul-De-Sac	Rehabilitation
2020	4	Program Management Services	City Wide	City Wide	Rehabilitation
2020	4	Rain Dance Dr	Little Crk	Ghost Hawk	Sealant
2020	4	Rainbow Crk	Clover Crk	Manor Crk	Sealant
2020	4	Red Sky Dr	Rain Dance Dr	Ghost Hawk	Sealant
2020	4	Reeds Cv	Port Victoria	Cul-De-Sac	Rehabilitation
2020	4	Reefridge	Shoreview	Royalgate Dr	Sealant
2020	4	Remsen	Creston	Woollcott	Rehabilitation
2020	4	Rhoda Ave	Sunbend Falls	Gillette Blvd	Rehabilitation
2020	4	Rousseau	Potranco Rd	Manor Crk	Sealant
2020	4	Royal Valley	Alpine Valley	Brook Valley Dr	Rehabilitation
2020	4	Rustleaf Dr	W Military Dr	Middlefield Dr	Sealant
2020	4	Seacliff	Diamaond Cv	War Horse Dr	Rehabilitation
2020	4	Seafarer Dr	Old Sky Harbor	Cul-De-Sac	Rehabilitation
2020	4	Serene Valley	Angel Valley Dr	Easy Valley Dr	Rehabilitation
2020	4	Shelby	W Pyron Ave	Leahy	Rehabilitation

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Year	District	Street	From	To	Type
2020	4	Shoreview	Reefridge	Fleethill	Sealant
2020	4	Sierra Glen Dr	Willow Grove Dr	Rousseau	Sealant
2020	4	Sierra Ridge Dr	Cattle Ranch Dr	Cul-De-Sac	Sealant
2020	4	Singinghill	Mossledge	Idlewood	Sealant
2020	4	Skolout St	A St	Colt	Sealant
2020	4	Snow Fox Dr	Rain Dance Dr	Cul-De-Sac	Rehabilitation
2020	4	Snow Hill	Heritage Farm	Cul-De-Sac	Rehabilitation
2020	4	Sonia	Jennifer Dr	Cul-De-Sac	Sealant
2020	4	Spanish Cv	Seacliff	Cul-De-Sac	Rehabilitation
2020	4	Spindle Top	Saddlebrook Dr	Cul-De-Sac	Rehabilitation
2020	4	Standing Rock Dr	War Horse Dr	Big Creek Dr	Sealant
2020	4	Tarasco	Zabra Dr	Barbuda	Rehabilitation
2020	4	Timberrock	Five Palms Dr	Amberwood Dr	Sealant
2020	4	Trading Post	Five Palms Dr	Cul-De-Sac	Sealant
2020	4	Trading Post	Five Palms Dr	Port Victoria	Rehabilitation
2020	4	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	4	Trappers Run	Tippecanoe	Dugas Dr	Rehabilitation
2020	4	Upland Crk	Clover Crk	Manor Crk	Sealant
2020	4	War Horse Dr	Seacliff	Standing Rock Dr	Sealant
2020	4	Westpond Dr	Flint Valley	Sw Loop 410 Access Rd	Rehabilitation
2020	4	Westville Dr	Hackamore Ln	Rawhide Ln	Rehabilitation
2020	4	Whitewood Dr	W Military Dr	Medina Base Rd	Sealant
2020	4	Whitley	W Ackard Place	Rodrick Dr	Rehabilitation
2020	4	Wikieup Dr	Coconino Dr	Reforma Dr	Rehabilitation
2020	4	Willow Grove Dr	Impala Spgs	Cattle Ranch Dr	Sealant
2020	4	Woollcott	Old Hills Ln	Cul-De-Sac	Rehabilitation
2021	4	Abacus Dr	Ozalid Ln	Trident St	Rehabilitation
2021	4	Adalone Cove Dr	Catalina Bay Dr	Cul-De-Sac	Rehabilitation
2021	4	Amapola	Pitluk Ave	Golden Ave	Sealant
2021	4	Aristocrat Dr	Hayloft Ln	Cul-De-Sac	Sealant
2021	4	Baden	S Ellison Dr	Cul-De-Sac	Sealant
2021	4	Balboa Port Dr	Boston Harbor Dr	Cul-De-Sac	Sealant
2021	4	Bay Hurst	Durette	Gaylord Dr	Sealant
2021	4	Bending	Claymore	Redstart	Sealant
2021	4	Bigmouth Hook	Bigmouth Rod	Cul-De-Sac	Sealant
2021	4	Bigmouth Rod	Catfish Ln	Cul-De-Sac	Sealant
2021	4	Black Bass	Hunters Pond	Cul-De-Sac	Sealant
2021	4	Bowline	Fishers Bend	Ocean Vw	Sealant
2021	4	Bradley St	Palo Alto Rd	Dead End	Sealant
2021	4	Branch Valley	Five Palms Dr	Grand Valley	Rehabilitation
2021	4	Broad Acres	Dugas Dr	Aristocrat Dr	Sealant
2021	4	Burd	W Mayfield	Fenfield Ave	Rehabilitation
2021	4	Cable Dr	Otter Dr	Tomar Dr	Sealant
2021	4	Campus Park	Five Palms Dr	Cul-De-Sac	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	4	Cape Ann	Portside Dr	Cul-De-Sac	Sealant
2021	4	Catfish Holw	Black Bass	Cul-De-Sac	Sealant
2021	4	Catfish Ln	Bigmouth Rod	Lily Pad Ln	Sealant
2021	4	Catfish Pond	Goose Way	Lily Pad Ln	Sealant
2021	4	Cedarbend Dr	S Ellison Dr	River Village	Sealant
2021	4	Churing Dr	Prescott Dr	Cul-De-Sac	Sealant
2021	4	Churing Dr	Prescott Dr	Bratton	Rehabilitation
2021	4	Clipper Dr	Cul-De-Sac	Port Townsend Dr	Sealant
2021	4	Coldstream	Niagara	Dead End Or Cul De Sac	Sealant
2021	4	Copa Cv	Adalone Cove Dr	Cul-De-Sac	Rehabilitation
2021	4	Coral Village	S Ellison Dr	River Village	Sealant
2021	4	Creek Bend Dr	War Horse Dr	Little Crk	Rehabilitation
2021	4	Debra Dr	Rockwell Blvd	Cul-De-Sac	Rehabilitation
2021	4	Diego Garcia	Mcgowen Field	New Valley Hi Dr	Sealant
2021	4	Doolittle St	Palo Alto Rd	Dead End	Sealant
2021	4	Duck Landing	Black Bass	Cul-De-Sac	Sealant
2021	4	Emerald Port Dr	Boston Harbor Dr	Port Shire Dr	Sealant
2021	4	Fernleaf Ave	Carmel Ave	Holder Ave	Rehabilitation
2021	4	Fidelia	Claymore	Dead End	Sealant
2021	4	Gentle Valley	Vista Valley Dr	Indian Valley	Rehabilitation
2021	4	Golden Ave	Somerset Rd	Masters Ave	Sealant
2021	4	Goose Way	Catfish Pond	Cul-De-Sac	Sealant
2021	4	Hayloft Ln	Victoria Crossing	Aristocrat Dr	Sealant
2021	4	Henrietta	Reagan	Nagel	Rehabilitation
2021	4	Hobble St	Rawhide Ln	Cul-De-Sac	Rehabilitation
2021	4	Horal Dr	Waters Edge Dr	Marbach Rd	Rehabilitation
2021	4	Horal Dr	Solar Dr	Marbach Rd	Sealant
2021	4	Indian Valley	Spur Valley	Dead End	Rehabilitation
2021	4	Kelsey Ave	Briggs Ave	New Laredo Hwy	Sealant
2021	4	La Rosa	Somerset Rd	Dead End	Sealant
2021	4	Lagoon	Niagara	Cul-De-Sac	Rehabilitation
2021	4	Latigo Dr	Rawhide Ln	Cul-De-Sac	Rehabilitation
2021	4	Lawley St	Wainwright St	Vincent St	Sealant
2021	4	Lily Pad Ln	Mallard Pass	Catfish Ln	Sealant
2021	4	Lindeman Ave	Fenfield Ave	Price	Rehabilitation
2021	4	Lytle Ave	W Villaret Blvd	Gillette Blvd	Sealant
2021	4	Mallard Pass	Minnow Ln	Dead End	Sealant
2021	4	Marek St	W Hutchins Place	W Vestal Place	Rehabilitation
2021	4	Mc Laughlin Ave	Holder Ave	New Laredo Hwy	Rehabilitation
2021	4	Mcnarney St	Palo Alto Rd	Dead End	Sealant
2021	4	Medina Base Rd	Yucca Valley	Old Pearsall Rd	Rehabilitation
2021	4	Merry Oaks Dr	W Military Dr	Seacomber	Sealant
2021	4	Minnow Ln	Mallard Pass	Hunters Pond	Sealant
2021	4	Misty Spray	Barlite Blvd	Cul-De-Sac	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	4	Nagel	Harry Dr	Gillette Blvd	Rehabilitation
2021	4	Old Lake	S Ellison Dr	Cul-De-Sac	Sealant
2021	4	Old Sky Harbor	Boston Harbor Dr	Old Pearsall Rd	Sealant
2021	4	Parmly	Carmel Ave	Holder Ave	Rehabilitation
2021	4	Planter	Sixmile	Gillette Blvd	Rehabilitation
2021	4	Platte Trail Dr	S Ellison Dr	Churing Dr	Rehabilitation
2021	4	Port Of Call Dr	Old Sky Harbor	Fishers Bend	Rehabilitation
2021	4	Portside Dr	Mariner St	Old Sky Harbor	Sealant
2021	4	Possum Trl	Black bass	Cul-De-Sac	Sealant
2021	4	Program Management Services	City Wide	City Wide	Rehabilitation
2021	4	Ray Ellison Blvd	Sw Loop 410 Access Rd	Five Palms Dr	Sealant
2021	4	Rayburn Dr	Barlite Blvd	Mallard St	Rehabilitation
2021	4	Red Hawk	Creek Bend	Cul-De-Sac	Rehabilitation
2021	4	Remuda Dr	Harness Ln	Wrangler Dr	Rehabilitation
2021	4	Remuda Dr	Wrangler Dr	Big Rock Dr	Rehabilitation
2021	4	Rhoda Ave	Gillette Blvd	Jennifer Dr	Sealant
2021	4	River Birch Dr	Sweet Rock Dr	Red Elm	Rehabilitation
2021	4	River Village	Coral Village	Cedarbend Dr	Sealant
2021	4	Rustic Village	S Ellison Dr	River Village	Sealant
2021	4	Seven Seas	Port Of Call Dr	Fishers Bend	Rehabilitation
2021	4	Spindle Ave	Fenfield Ave	Price	Rehabilitation
2021	4	Trail Valley	Gentle Valley	Dead End	Rehabilitation
2021	4	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	4	Vincent St	Palo Alto Rd	Dead End	Sealant
2021	4	W Ackard Place	Peterson Ave	Forsen	Rehabilitation
2021	4	W Mayfield	Quintana Rd	Holder Ave	Rehabilitation
2021	4	Wabash St	SW Military Dr	W Mayfield	Rehabilitation
2021	4	Warden	S Ellison Dr	Cul-De-Sac	Sealant
2021	4	Wild Valley	Gentle Valley	Dead End	Rehabilitation
2021	4	Woodsage Dr	Highcrest Dr	Gaylord Dr	Rehabilitation
2022	4	Abdo	Chaminade	Perma Ln	Rehabilitation
2022	4	Anchors Flat	Medio Crk	Cul-De-Sac	Sealant
2022	4	Annarose Ln	Hunters Crk	Prairie Hill	Sealant
2022	4	Ashmore	Simplicity Dr	Bratton	Sealant
2022	4	Barrett Palms	Marek St	Crenshaw St	Rehabilitation
2022	4	Boston Harbor Dr	Bowsprit	Balboa Port Dr	Sealant
2022	4	Bowsprit	Bowline	Boston Harbor Dr	Sealant
2022	4	Braemoor	Dartmoor Dr	Dead End	Sealant
2022	4	Bridle Forest	Cherry Laurel	Louisburg	Sealant
2022	4	Bridle View Dr	Willow Grove Dr	Rousseau	Sealant
2022	4	Broken Lance	Running Horse	Hidden Bow	Sealant
2022	4	Brook Valley Dr	Elm Valley Dr	Ray Ellison Blvd	Sealant
2022	4	Brook Valley Dr	Ray Ellison Blvd	Five Palms Dr	Sealant
2022	4	Cantrell Dr	Delight	S Zarzamora	Rehabilitation

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Year	District	Street	From	To	Type
2022	4	Cape Valley Dr	Serene Valley	Horal Dr	Rehabilitation
2022	4	Chaminade	Abacus Dr	Abdo	Rehabilitation
2022	4	Charing Cross	Ravenswood Dr	Sw Loop 410 Access Rd	Sealant
2022	4	Cherry Laurel	Cul-De-Sac	Frost Fire	Sealant
2022	4	Clegg Dr	Hillburn Dr	Hayden Dr	Sealant
2022	4	Clover Crk	Cold Creek Ct	Manor Crk	Sealant
2022	4	Concio Dr	Zabra Dr	Stimmel Dr	Rehabilitation
2022	4	Copper Pot	Cattle Ranch Dr	Cul-De-Sac	Sealant
2022	4	Crenshaw St	Cantrell Dr	W Vestal Place	Rehabilitation
2022	4	Crenshaw St	W Vestal Place	Barrett Palms	Sealant
2022	4	Creston	Rousseau	Dead End	Rehabilitation
2022	4	Cub Landing	Tiger Paw	Cul-De-Sac	Sealant
2022	4	Cypressway Dr	Saddlebrook Dr	Sugarloaf Dr	Sealant
2022	4	Delight	Ih 35 S Access Rd	W Vestal Place	Rehabilitation
2022	4	Dugas Dr	S Ellison Dr	Rainbow Crk	Rehabilitation
2022	4	Eagle Claw	Painted Horse	Cul-De-Sac	Rehabilitation
2022	4	Echo Blf	Bridle Forest	Cul-De-Sac	Sealant
2022	4	Fir Valley Dr	Brook Valley Dr	Cul-De-Sac	Sealant
2022	4	Fishers Bend	Portside Dr	Old Sky Harbor	Sealant
2022	4	Fishing Stone	Catfish Ln	Cul-De-Sac	Sealant
2022	4	Fishing Trl	Catfish Lane	Hunters Pond	Sealant
2022	4	Fort Parker Dr	Hunters Crk	Prairie Hill	Sealant
2022	4	Hunter Blvd	Ozalid Ln	Dead End	Rehabilitation
2022	4	Hunters Crk	Fairmeadows	Dead End	Sealant
2022	4	Hunters Pond	Sw Loop 410 Access Rd	S Zarzamora	Sealant
2022	4	Liverpool	Old Hills Ln	Cul-De-Sac	Rehabilitation
2022	4	Mcgowen Field	Duke Field	Diego Garcia	Sealant
2022	4	Middlefield Dr	Five Palms Dr	Whitewood Dr	Sealant
2022	4	N Ellison Dr	W Military Dr	Potranco Rd	Rehabilitation
2022	4	Oak Valley Dr	Old Valley Hi Dr	Sw Loop 410 Access Rd	Sealant
2022	4	Old Hills Ln	Rousseau	Woollcott	Rehabilitation
2022	4	Otter Dr	Cable Dr	Tomar Dr	Rehabilitation
2022	4	Palo Alto Rd	Somerset Rd	W Hutchins Place	Sealant
2022	4	Patron	Ih 35 S Access Rd	Sundrop Bay	Sealant
2022	4	Perma Ln	Abacus Dr	Abdo	Rehabilitation
2022	4	Peterson Ave	Forsen	W Ackard Place	Rehabilitation
2022	4	Pine Holw	Hunters Crk	Prairie Hill	Sealant
2022	4	Price	Carmel Ave	Holder Ave	Rehabilitation
2022	4	Program Management Services	City Wide	City Wide	Rehabilitation
2022	4	Quintana Rd	W Gerald	Plummer	Sealant
2022	4	Raintree	Timberrock	Middlefield Dr	Sealant
2022	4	Rustic Stable	Riders Pt	Blue Ribbon	Sealant
2022	4	S Ellison Dr	Marbach Rd	Adams Hill Dr	Rehabilitation
2022	4	S Ellison Dr	Potranco Rd	Marbach Rd	Sealant

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Year	District	Street	From	To	Type
2022	4	Somerset Rd	Palo Alto Rd	Ih 35 S Access Rd	Rehabilitation
2022	4	Somerset Rd	Price	Mccauley Ave	Rehabilitation
2022	4	Stimmel Dr	Concio Dr	Stapleton Dr	Rehabilitation
2022	4	Stonybrook Dr	Five Palms Dr	Whitewood Dr	Sealant
2022	4	Sugarfoot	Gunsmoke	Glider Ave	Sealant
2022	4	Sundrop Bay	Patron	Sunbend Falls	Sealant
2022	4	Threadneedle	Ray Ellison Blvd	Cul-De-Sac	Rehabilitation
2022	4	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	4	Vale	Churing Dr	Ashmore	Sealant
2022	4	W Ansley Blvd	Wilma Jean Dr	S Zarzamora	Sealant
2022	4	W Vestal Place	Marek St	S Zarzamora	Rehabilitation
2019	4,6	Rawhide Ln	Marbach Rd	Stampede	Rehabilitation
2018	5	Acequia Pass	Griggs Ave	Sunset Walk	Sealant
2018	5	Bernardo Eureste	Calles St	Madero St	Rehabilitation
2018	5	Britton Ave	Collingsworth	Dead End	Sealant
2018	5	Buena Vista St	Las Moras	S Frio	Rehabilitation
2018	5	Burbank	Cassiano St	Zavalla St	Rehabilitation
2018	5	Ceralvo St	Cupples Rd	Frio City Rd	Rehabilitation
2018	5	Charlotte St	Harriman Place	Culberson Ave	Sealant
2018	5	Clay St	S Flores St	Probandt St	Rehabilitation
2018	5	Colima St	Sw 18th St	Sw 19th St	Sealant
2018	5	Cumberland Blvd	Frio City Rd	Nogalitos St	Sealant
2018	5	Cupples Rd	Frio City Rd	Us Hwy 90 W Access Rd	Rehabilitation
2018	5	Dart	Finton	Floyd	Rehabilitation
2018	5	Del Valle Alley	S Calaveras	S Chupaderas	Rehabilitation
2018	5	Dickey	Hale	Nogalitos St	Rehabilitation
2018	5	E Hart Ave	S Flores St	Mission Rd	Sealant
2018	5	Fortuna St	Hortencia St	Dead End	Rehabilitation
2018	5	Garland St	Oriental Ave	Harriman Place	Sealant
2018	5	Goodwin	S Brazos St	Dead End	Rehabilitation
2018	5	Guadalupe St	Sw 19th St	S San Jacinto St	Sealant
2018	5	Hale	Oriental Ave	Dead End	Rehabilitation
2018	5	Haven For Hope Way	N Frio	N Medina	Sealant
2018	5	Hazel St	SW 19th St	Sw 18th St	Rehabilitation
2018	5	Humboldt	S Zarzamora	Huron St	Rehabilitation
2018	5	Huron St	Flanders Ave	Vickers Ave	Rehabilitation
2018	5	La Gloria	Flagle	Dead End	Sealant
2018	5	Ladyet	Cibolo St	Frio City Rd	Rehabilitation
2018	5	Marian St	N Park Blvd	Harriman Place	Sealant
2018	5	Marian St	Jennings	Hearne	Rehabilitation
2018	5	Marlay	Oriental Ave	N Park Blvd	Sealant
2018	5	Mary St	S Flores St	Mission Rd	Sealant
2018	5	Material Budget	City Wide	City Wide	Rehabilitation
2018	5	Mauerman St	W Baylor	W Lubbock St	Rehabilitation

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Year	District	Street	From	To	Type
2018	5	Mission Rd	Mission Rd	E Edmonds Ave	Sealant
2018	5	Mock	Finton	Floyd	Rehabilitation
2018	5	Monterey St	SW 27th St	Dead End West	Sealant
2018	5	Monterey St	S General Mcmullen	Dead End	Sealant
2018	5	Nancy Place	Dead End	S Brazos St	Sealant
2018	5	Nw 22nd St	W Commerce St & Buena Vista St	W Martin St	Rehabilitation
2018	5	Nw 34th St	Fortuna St	Pickford Ave	Sealant
2018	5	Packard St	Flanders Ave	Fitch St	Rehabilitation
2018	5	Pendleton	Ih 35 S Access Rd	Frio City Rd	Sealant
2018	5	Program Management Services	City Wide	City Wide	Rehabilitation
2018	5	Pruitt	Nogalitos St	Dead End	Sealant
2018	5	Ray Ave	S Brazos St	Floyd	Sealant
2018	5	Ripford St	Ih 35 S Access Rd	Nogalitos St	Sealant
2018	5	Rivas St	Rosabell	N General Mcmullen	Sealant
2018	5	Rochambeau St	Commercial Ave	W Malone	Sealant
2018	5	S Alazan	Buena Vista St	W Commerce St & Cesar Chavez Way	Sealant
2018	5	S Frio	W Cesar Chavez Blvd	Ih 35 S Access Rd	Sealant
2018	5	S General Mcmullen	El Paso St	Castroville Rd	Rehabilitation
2018	5	S Hamilton Ave	W Commerce St & N Hamilton Ave	El Paso St	Sealant
2018	5	S Laredo St	S Zarzamora	Sw 21st St	Sealant
2018	5	S Nueces	Buena Vista St	N Nueces & W Commerce St	Rehabilitation
2018	5	San Fernando St	Zarzamora	S Trinity	Rehabilitation
2018	5	Saunders	Sw 19th St	S Hamilton Ave	Rehabilitation
2018	5	Saunders	S Hamilton Ave	S Trinity	Sealant
2018	5	Sierra St	Mary St	Mary St	Sealant
2018	5	Somerset Rd	W Gerald	Fenfield Ave	Sealant
2018	5	Somerset Rd	Somerset Rd	W Gerald	Sealant
2018	5	Stonewall Ave	S Zarzamora	Huron St	Rehabilitation
2018	5	Tampico St	S Navidad	S Chupaderas	Sealant
2018	5	Teresa St	Ih 35 S Access Rd	Pleasanton Rd	Sealant
2018	5	Thompson Place	Nogalitos St	S Zarzamora St	Sealant
2018	5	Torreon	S Rosillo	S San Jacinto St	Rehabilitation
2018	5	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	5	Vermont	Ih 35 S Access Rd	Nogalitos St	Sealant
2018	5	W Commerce St	S Comal St	S Colorado St	Sealant
2018	5	W Durango Blvd	S General Mcmullen	Sw 27th St	Sealant
2018	5	W Gerald	Whitman Ave	Shelby	Sealant
2018	5	W Harlan Ave	S Zarzamora	Buffalo St	Rehabilitation
2018	5	W Houston St	N Minter	N Calaveras	Rehabilitation
2018	5	W Malone	Ih 35 S Access Rd	S Zarzamora	Rehabilitation
2018	5	W Martin St	N Colorado St	N Brazos St	Sealant
2018	5	W Martin St	N Pecos La Trinidad & Ih 35 N Access Rd	N Colorado St	Sealant
2018	5	W Mitchell St	E Mitchell St	S Flores St	Sealant
2018	5	W Poplar St	Nw 19th St	Nw 24th St	Sealant

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Year	District	Street	From	To	Type
2018	5	W Salinas	Nw 26th St	Dead End Or Cul De Sac	Rehabilitation
2018	5	W Southcross Blvd	Somerset Rd	Ih 35 S Access Rd	Rehabilitation
2018	5	W Theo Ave	Ih 35 N Access Rd	Marian St	Rehabilitation
2018	5	Wingate Ave	S Trinity	S Brazos St	Sealant
2018	5	Yantis	Menefee Blvd	Dead End	Rehabilitation
2019	5	Alamosa	Roosevelt Ave	Castillo Ave	Sealant
2019	5	Arbor Place	Nw 24th St	Dead End West	Sealant
2019	5	Bowdoin St	Nw 27th St	Nw 26th St	Rehabilitation
2019	5	Bowdoin St	N General Mcmullen	Dead End	Rehabilitation
2019	5	Buena Vista St	Nw 20th St	S Murry St	Sealant
2019	5	Chihuahua St	S Zarzamora	S Chupaderas	Rehabilitation
2019	5	Clinton St	W Southcross Blvd	Wagner Ave	Sealant
2019	5	Colima St	Dead End	S Sabinas	Rehabilitation
2019	5	Colima St	S Hamilton Ave	Nueva Leon St	Rehabilitation
2019	5	Dartmouth St	N General Mcmullen	Cul-De-Sac	Rehabilitation
2019	5	El Paso St/SW 25th St	Lulac Walk	Dead End	Rehabilitation
2019	5	Floyd	Ih 35 S Access Rd	Oriental Ave	Rehabilitation
2019	5	Fortuna St	Nw 36th St	Hortencia St	Rehabilitation
2019	5	Haynes	Grove Ave	Yellow Stone	Sealant
2019	5	Hoover Ave	S Zarzamora	Jennings Ave	Rehabilitation
2019	5	Hunstock Ave	Grove Ave	Dead End	Sealant
2019	5	Lenard	W Southcross Blvd	W Pyron Ave	Sealant
2019	5	Linares Ave	W Winnipeg Ave	Burke Ave	Rehabilitation
2019	5	Linden Ave	Wabash St	Dead End East	Sealant
2019	5	Lone Star Blvd	S Flores Rd	Ellis Bean	Rehabilitation
2019	5	Marjorie St	S Brazos St	Floyd	Rehabilitation
2019	5	Maury	Nogalitos St	W Lubbock St	Rehabilitation
2019	5	Mc Kenna	Quintana Rd	Lester	Rehabilitation
2019	5	Montezuma	Sw 18th St	Sw 19th St	Rehabilitation
2019	5	Morales	Nw 19th St	N Calaveras	Sealant
2019	5	Morelia	Cupples Rd & Saltillo St	S General Mcmullen	Sealant
2019	5	Muniz	San Judas	Dead End Or Cul De Sac	Sealant
2019	5	N General Mcmullen	Culebra Rd	W Commerce St	Sealant
2019	5	N Park Blvd	Academic Ct	Nogalitos St	Rehabilitation
2019	5	Oconee	Vickers Ave	Whitman Ave	Rehabilitation
2019	5	Piegan	Cheyenne	Saltillo St	Rehabilitation
2019	5	Priscilla	W Southcross Blvd	Wagner Ave	Sealant
2019	5	Program Management Services	City Wide	City Wide	Rehabilitation
2019	5	Roslyn Ave	S Brazos St	Nogalitos St	Rehabilitation
2019	5	S Brazos St	Oriental Ave	S Park Blvd	Rehabilitation
2019	5	S Brazos St	S Laredo St	Oriental Ave	Rehabilitation
2019	5	S Cibolo St	Brady Blvd	Urrutia	Rehabilitation
2019	5	S General Mcmullen	W Commerce St	El Paso St	Rehabilitation
2019	5	S Laredo St	Ih 35 S Access Rd	S Brazos St	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	5	S Minter	Buena Vista St	Sw 18th St	Rehabilitation
2019	5	S Zarzamora	Culberson Ave	W Southcross Blvd	Sealant
2019	5	S Zarzamora	W Southcross Blvd	W Mayfield	Sealant
2019	5	Saltillo St	S Zarzamora	S Hamilton Ave	Sealant
2019	5	Saltillo St	Cupples Rd	S Hamilton Ave	Sealant
2019	5	San Blas	Los Santos St	Dead End	Rehabilitation
2019	5	San Carlos St	Tampico St	S Navidad	Rehabilitation
2019	5	San Patricio	S Chupaderas	S Navidad	Rehabilitation
2019	5	Santiago St	S Zarzamora	S Hamilton Ave	Rehabilitation
2019	5	Sw 18th St	W Commerce St	S Hamilton Ave	Rehabilitation
2019	5	Sw 19th St	Ceralvo St	Brady Blvd	Rehabilitation
2019	5	Sw 20th St	Nw 20th St & W Commerce St	Buena Vista St & Shore	Rehabilitation
2019	5	Sw 26th St	San Fernando St	El Paso St	Rehabilitation
2019	5	Sw 30th St	W Commerce St	El Paso St	Rehabilitation
2019	5	Topaz St	Delgado St	Arbor Place	Rehabilitation
2019	5	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	5	Vickers Ave	Oconee	Lenard	Sealant
2019	5	Vickers Ave	Wabash St	Lenard	Sealant
2019	5	Votaw St	W Southcross Blvd	Wagner Ave	Sealant
2019	5	W Gerald	Wabash St	Lenard	Sealant
2019	5	W Gerald	Oconee	Lenard	Sealant
2019	5	W Highland Blvd	Roosevelt Ave	Hunstock Ave	Sealant
2019	5	W Houston St	Nw 19th St	Rosa Parks Way	Sealant
2019	5	W Salinas	Nw 19th St	Dead End Or Cul De Sac	Sealant
2019	5	W Theo Ave	Ih 35 S Access Rd	S Flores St	Sealant
2019	5	Wabash St	W Southcross Blvd	Wagner Ave	Sealant
2019	5	Wagner Ave	Wabash St	S Zarzamora	Sealant
2019	5	Yellow Stone	Roosevelt Ave	Cul-De-Sac	Sealant
2020	5	Ace	Floyd	Ih 35 S Access Rd	Rehabilitation
2020	5	Bank St	S Flores Rd	Probandt St	Sealant
2020	5	Barrett Place	S Zarzamora	De Soto St	Sealant
2020	5	Barrett Place	Carolyn St	Niemeyer St	Sealant
2020	5	Barton Ct	Amarillo Ave	Carranza St	Sealant
2020	5	Big Foot	Cordero	S Flores Rd	Rehabilitation
2020	5	Buena Vista St	S Murry St	S Sabinas	Rehabilitation
2020	5	Buena Vista St	Sw 20th St	S Murry St	Rehabilitation
2020	5	Ceralvo St	Cupples Rd	S General Mcmullen	Rehabilitation
2020	5	Chihuahua St	Barclay St	Canario St	Sealant
2020	5	Cordelia	N General McMullen	Dead End East	Sealant
2020	5	Cordero	Burbank Loop	Dead End	Rehabilitation
2020	5	Cupples Rd	Castroville Rd	Ceralvo St	Rehabilitation
2020	5	Cupples Rd	Ceralvo St	Brady Blvd	Sealant
2020	5	Dart	Floyd	Oriental Ave	Rehabilitation
2020	5	Dewitt	Burbank Loop	Dead End	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	5	Dittmar Alley	Boehmer	W Malone	Rehabilitation
2020	5	Edwards	Ripford St	W Theo Ave	Rehabilitation
2020	5	El Paso St	S Sabinas	S Salado St	Rehabilitation
2020	5	Ellor Dr	Nw 38th St	Dead End Or Cul De Sac	Sealant
2020	5	Esmeralda Dr	Mayberry Ave	Inez Ave	Sealant
2020	5	Fairmont	Burbank Loop & Dewitt	S Flores Rd	Rehabilitation
2020	5	Finch	Finton	Ih 35 S Access Rd	Rehabilitation
2020	5	Flanders Ave	Buffalo St	Somerset Rd & S Zarzamora	Sealant
2020	5	Gladstone St	Pleasanton Rd	IH 35 S Access Rd	Sealant
2020	5	Green St	Burbank Loop	S Flores Rd	Rehabilitation
2020	5	Green St	Ih 35 S Access Rd	Nogalitos St	Sealant
2020	5	Griggs Ave	Fig	Acequia Pass	Rehabilitation
2020	5	Homecrest	Ray Ave	Floyd	Rehabilitation
2020	5	Kaine St	Weinberg	Pleasanton Rd	Sealant
2020	5	Klein	Mockert St & Cass	S Flores St	Sealant
2020	5	Lamm St	Big Foot	Dead End	Rehabilitation
2020	5	Leroux St	Sw 26th St	Sw 24th St	Sealant
2020	5	Lulac Walk	San Fernando St	Matthews Ave	Rehabilitation
2020	5	Maria Elena	Nw 38th St	Dead End Or Cul De Sac	Sealant
2020	5	Marian St	Oriental Ave	N Park Blvd	Rehabilitation
2020	5	Matthews Ave	El Paso St	Lulac Walk	Sealant
2020	5	Mazzurana Place	Rocco St	Merida St	Rehabilitation
2020	5	Merida St	S Hamilton Ave	S Brazos St	Sealant
2020	5	Mock	Floyd	Finton	Rehabilitation
2020	5	Mockert St	Furnish	Cass Ave	Sealant
2020	5	Monterey St	S General Mcmullen	Dead End	Sealant
2020	5	N Comal St	W Martin St	W Commerce St	Sealant
2020	5	N Frio	0.026 MI W OF N LAREDO ST	W Salinas	Sealant
2020	5	Panuco	W Commerce St	Dead End	Rehabilitation
2020	5	Perez	N Frio & N Medina	N Leona St	Sealant
2020	5	Perez St	Nw 26th St	N Calaveras	Sealant
2020	5	Plainview Dr	Esmeralda Dr & Admiral Dr	Nw 38th St	Sealant
2020	5	Program Management Services	City Wide	City Wide	Rehabilitation
2020	5	Ripford St	Burbank Loop	S Flores Rd	Rehabilitation
2020	5	S Brazos St	Buena Vista St	S Colorado St	Rehabilitation
2020	5	S Comal St	W Commerce St	El Paso St	Sealant
2020	5	S Elmendorf	Merida St	Saltillo St	Sealant
2020	5	S Flores St	IH 10 E	W Fest St	Sealant
2020	5	S Zarzamora	San Luis St	El Paso St	Sealant
2020	5	Saldana St	Ih 35 S Access Rd	Edwards St	Rehabilitation
2020	5	San Fernando St	S General Mcmullen	Sw 26th St	Sealant
2020	5	San Luis St	S General Mcmullen	Sw 27th St	Sealant
2020	5	Sw 21st St	W Cesar Chavez Blvd	Castroville Rd	Rehabilitation
2020	5	Sw 24th St	El Paso St	Castroville Rd	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	5	Sw 29th St	W Commerce St	San Luis St	Sealant
2020	5	Thompson Place	Cupples Rd	Frio City Rd	Sealant
2020	5	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	5	W Cesar Chavez Blvd	S Zarzamora	S Navidad	Rehabilitation
2020	5	W Franciscan	Burbank Loop	S Flores Rd	Rehabilitation
2020	5	W Jewell	Cupples Rd	Cul-De-Sac	Rehabilitation
2020	5	W Lubbock St	Nogalitos St	Mauerman St	Rehabilitation
2020	5	W Malone	Ih 35 S Access Rd	S Flores St	Sealant
2020	5	W Winnipeg Ave	Humble Ave	S Zarzamora	Rehabilitation
2020	5	W Winnipeg Ave	S Zarzamora	Nogalitos St	Sealant
2021	5	Alta Sita	Dead End	Dead End	Rehabilitation
2021	5	Barclay St	San Luis St	Apperson	Rehabilitation
2021	5	Boris	Division	Chalmers Ave	Sealant
2021	5	Buena Vista St	S San Ignacio	Sw 27th St	Sealant
2021	5	Chalmers Ave	Bruhn	Nogalitos St	Sealant
2021	5	Cordelia	Sw 27th St	Dead End	Sealant
2021	5	Corta	Mercedes St	Frio City Rd	Rehabilitation
2021	5	Crystal	Ih 35 S Access Rd	Packard St	Sealant
2021	5	Division	Nogalitos St	S Flores St	Sealant
2021	5	Fortuna St	IH 35 S	Nogalitos St	Sealant
2021	5	Frio City Rd	Quintana Rd	S Brazos St	Sealant
2021	5	Furnish	IH 35 S	Nogalitos St	Sealant
2021	5	Hale	Oriental Ave	Dead End	Rehabilitation
2021	5	Inez Ave	NW 34Th St	Dead End	Rehabilitation
2021	5	Mercedes St	Ceralvo St	S Calaveras	Rehabilitation
2021	5	Merida St	Escuela	Cupples Rd	Rehabilitation
2021	5	Monterey St	Sw 19th St	S Zarzamora	Rehabilitation
2021	5	Monterey St	Shore Dr	Sw 19th St	Sealant
2021	5	Montezuma	S Rosillo	S Chupaderas	Rehabilitation
2021	5	Montezuma	S Chupaderas	S Sabinas	Rehabilitation
2021	5	Montezuma	S Zarzamora St	S Rosillo	Rehabilitation
2021	5	N San Gabriel	Dartmouth St	W Commerce St	Sealant
2021	5	Nogalitos St	Cass	W Fest St	Sealant
2021	5	Nw 26th St	Culebra Rd	W Commerce St	Sealant
2021	5	Oriental Ave	S Brazos St	Ih 35 S Access Rd	Rehabilitation
2021	5	Oriental Ave	Ih 35 S Access Rd	Dead End	Rehabilitation
2021	5	Program Management Services	City Wide	City Wide	Rehabilitation
2021	5	Quintana Rd	Quintana Rd Access Rd	Lester	Rehabilitation
2021	5	Ricardo	Morelia	Merida St	Rehabilitation
2021	5	Roslyn Ave	Academic Ct	Gaynor St	Rehabilitation
2021	5	S Nueces	Ceralvo St	Frio City Rd	Sealant
2021	5	S San Gabriel	W Commerce St	Jewett	Sealant
2021	5	S Trinity	Wingate Ave	Oriental Ave	Rehabilitation
2021	5	S Zarzamora	Barrett Place	W Winnipeg Ave	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	5	S Zarzamora	Ceralvo St	Kirk Place	Rehabilitation
2021	5	Shiner	Ceralvo St	Dead End	Rehabilitation
2021	5	Shore	Buena Vista St	Monterey St	Sealant
2021	5	Somerset Rd	S Zarzamora	W Southcross Blvd	Sealant
2021	5	Southolme	S Brazos St	Ih 35 S Access Rd	Sealant
2021	5	Sw 29th St	San Luis St	Matthews Ave	Sealant
2021	5	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	5	W Baylor	Nogalitos St	Dead End	Rehabilitation
2021	5	W Greenway	Cupples Rd	Dead End	Rehabilitation
2021	5	W Hart Ave	S Flores St	Boris	Sealant
2021	5	W Lachappelle	S Flores St & E Lachappelle	Nogalitos St	Sealant
2021	5	W Southcross Blvd	Quintana Rd	Somerset Rd	Sealant
2021	5	Wilcox	Quintana Rd	Pierian Ave	Sealant
2022	5	Alta Vista St	S Cibolo St	S Trinity	Sealant
2022	5	Angela St	S Cibilo St	S Zarzamora	Sealant
2022	5	Barney Ave	Castroville Rd	Dead End	Rehabilitation
2022	5	Berlin Ave	S Zarzamora	Dead End	Rehabilitation
2022	5	Bloom	Culberson Ave	Burgess	Rehabilitation
2022	5	Buena Vista St	S General McMullen	Sw 27th St	Sealant
2022	5	Castroville Rd	Madrid	S San Joaquin	Rehabilitation
2022	5	Castroville Rd	Sw 19th St	Madrid	Sealant
2022	5	Cecilia St	N Spring	N Calaveras	Rehabilitation
2022	5	Charben Dr	S General Mcmullen	Las Palmas Dr	Sealant
2022	5	Charlotte St	Culberson Ave	Illg	Rehabilitation
2022	5	Creighton Ave	Griffin Ave	Palestine	Sealant
2022	5	Culberson Ave	S Zarzamora	Nogalitos St	Rehabilitation
2022	5	El Paso St	S Zarzamora	S Sabinas	Sealant
2022	5	Ellana Claire Ct	S Zarzamora	Nogalitos St	Rehabilitation
2022	5	Ellor Dr	Yolanda	Nw 38th St	Rehabilitation
2022	5	Elvira St	S Navidad	S Trinity	Rehabilitation
2022	5	Gladstone St	Westway Dr	Nogalitos St	Sealant
2022	5	Graebner	Hoover Ave	Gladstone St	Rehabilitation
2022	5	Hollenbeck Ave	Creighton Ave	Dead End Or Cul De Sac	Sealant
2022	5	Hoover Ave	Westway Dr	Nogalitos St	Sealant
2022	5	Hortencia St	W Commerce St	Groff	Sealant
2022	5	Hosack Ave	S Zarzamora	Nogalitos St	Sealant
2022	5	Imperial Blvd	Roselawn	Thompson Place	Sealant
2022	5	Jean St	S Cibolo St	S Brazos St	Sealant
2022	5	Kemper St	S Navidad	S Trinity	Sealant
2022	5	Linden Ave	Shelby	Adolph	Rehabilitation
2022	5	Maria Elena	Nw 38th St	Benrus	Rehabilitation
2022	5	Morales	N Brazos St	N San Marcos	Sealant
2022	5	Morales	Nw 27th St	Nw 19th St	Sealant
2022	5	N Colorado St	Ih 10 W	W Commerce St	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	5	N Murry St	W Martin St	W Commerce St	Rehabilitation
2022	5	N Murry St	Perez St	W Martin St	Rehabilitation
2022	5	N Smith St	W Commerce St	W Martin St	Rehabilitation
2022	5	Nw 20th St	W Poplar St	Morales	Rehabilitation
2022	5	Nw 26th St	Nw 26th St	Ruiz St	Sealant
2022	5	Nw 27th St	Culebra Rd	Dead End	Sealant
2022	5	Paramount Ave	Nw 34th St	Dead End	Rehabilitation
2022	5	Patton Blvd	Cupples Rd	Sw 19th St	Rehabilitation
2022	5	Program Management Services	City Wide	City Wide	Rehabilitation
2022	5	Quintana Rd	Lester	W Gerald	Sealant
2022	5	Rife Ave	Illg	Hosack Ave	Rehabilitation
2022	5	Ruiz St	N General Mcmullen	Nw 20th St	Sealant
2022	5	S Brazos St	Vera Cruz Rd	W Cesar Chavez Blvd	Sealant
2022	5	S Cibolo St	S Laredo St	Angela St	Sealant
2022	5	S Colorado St	Grenet	W Commerce St	Sealant
2022	5	S Laredo St	S Zarzamora	S Brazos St	Sealant
2022	5	S San Jacinto St	S Laredo St	Saltillo St	Sealant
2022	5	S Trinity	S Laredo St	Saltillo St	Sealant
2022	5	Saltillo St	S Brazos St	S Navidad	Rehabilitation
2022	5	Saltillo St	Romero	Juanita St	Rehabilitation
2022	5	San Luis St	Sw 24th St	Sw 19th St	Rehabilitation
2022	5	San Patricio	Nueva Leon St	Sw 19th St	Sealant
2022	5	Sims Ave	Westway Dr	Nogalitos St	Sealant
2022	5	Sw 28th St	Dead End	Matthews Ave	Sealant
2022	5	Sw 30th St	Monterey St	El Paso St	Rehabilitation
2022	5	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	5	Vera Cruz St	S Hamilton Ave	S Zarzamora	Sealant
2022	5	Villa Arboles	W Poplar St	Villa Norte	Sealant
2022	5	Villa Grande	W Poplar St	Villa Norte	Sealant
2022	5	Villa Norte	Villa Arboles	Villa Grande	Sealant
2022	5	W Commerce St	N Colorado St	S Alazan	Rehabilitation
2022	5	W Salinas	Nw 19th St	N Murry St	Rehabilitation
2022	5	W Salinas	N Zarzamora	N Murry St	Rehabilitation
2022	5	W Salinas	Brazos	N San Marcos	Rehabilitation
2022	5	Westway Dr	Hoover Ave	Southway	Sealant
2019	5,6	S San Joaquin	Old Us Hwy 90 W	Castroville Rd	Rehabilitation
2018	5,7	Griggs Ave	Culebra Rd	Fig	Rehabilitation
2018	6	Acuna	San Fernando St	Cul-De-Sac	Rehabilitation
2018	6	Adhinger	Hunt Ln	Ingram Rd	Sealant
2018	6	Airflight	Oakfield Way	Cul-De-Sac	Sealant
2018	6	Airflight Cir	Airflight	Cul-De-Sac	Sealant
2018	6	Avocet	Snow Goose	Waters Edge Dr	Sealant
2018	6	Cable Ranch Rd	Lakeside Dr	Waters Edge Dr	Rehabilitation
2018	6	Canadian Goose	Adhinger	Canvas Back	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	6	Canvas Back	Avocet	Canadian Goose	Sealant
2018	6	Capehart	W Commerce St	Dead End	Rehabilitation
2018	6	Charter Pt	Bowens Crossing	Clays Pt	Rehabilitation
2018	6	Clearcrest	Stonehouse	Timbercreek Dr	Rehabilitation
2018	6	Clyde Dent Dr	Low Bid Ln	Cul-De-Sac	Sealant
2018	6	Cormorant	Adhinger	Golden Eye	Sealant
2018	6	Culebra Rd	Nw Loop 410	Callaghan Rd	Sealant
2018	6	Don Jose	San Fernando St	Cul-De-Sac	Rehabilitation
2018	6	Dove Cir	Dove Flight	Cul-De-Sac	Sealant
2018	6	Dove Flight	Lark Crossing	Dove Nest	Sealant
2018	6	Dove Nest	Dove Flight	Cul-De-Sac	Sealant
2018	6	Echo Bend Cir	Echo Bend Cir	Cul-De-Sac	Sealant
2018	6	Echo Wind	Oakfield Way	Cul-De-Sac	Sealant
2018	6	Enid St	S Acme Rd	Luxemburg	Sealant
2018	6	Ergill Ln	S Callaghan Rd	Herbert Ln	Sealant
2018	6	Fieldgate	Clearcrest	Palmgrove	Rehabilitation
2018	6	Fromage	Roquefort	Cul-De-Sac	Rehabilitation
2018	6	Golden Eye	Cormorant	Avocet	Sealant
2018	6	Greenbelt Dr	Stedwick Dr	Cul-De-Sac	Sealant
2018	6	Hawk Nest	Hawk Trl	Cul-De-Sac	Sealant
2018	6	Heath Circle Dr	Heath Rd	Coral Spgs & Low Bid Ln	Rehabilitation
2018	6	Hill Rdg	Lark Crossing	Roundhill	Sealant
2018	6	Jean Verte	Roquefort	Chinon	Rehabilitation
2018	6	Jerome Rd	Old Us Hwy 90 W	Gena Rd	Rehabilitation
2018	6	Kentisbury	Hyatt Dr	Cul-De-Sac	Sealant
2018	6	Lark Rdg	Lark Crossing	Roundhill	Sealant
2018	6	Leafwood Dr	Timber Ridge Dr	Canyon Rdg	Rehabilitation
2018	6	Limpkin Ct	Canadian Goose	Cul-De-Sac	Sealant
2018	6	Loon Ct	Red Head	Scaup Ct	Sealant
2018	6	Luxemburg	Enid St	Pharis St	Sealant
2018	6	Material Budget	City Wide	City Wide	Rehabilitation
2018	6	Mg Rd	Micron	Cul-De-Sac	Rehabilitation
2018	6	Misty Breeze	Misty Cv	Misty Hill	Sealant
2018	6	Misty Canyon	Misty Cv	Misty Hill	Sealant
2018	6	Misty Cv	Clyde Dent Dr	Misty Breeze	Sealant
2018	6	Misty Hill	Misty Canyon	Dove Flight	Sealant
2018	6	Misty Moon	Heath Rd	Moon Mist	Sealant
2018	6	Misty Park	Owl Haven	Cul-De-Sac	Sealant
2018	6	Misty Way	Misty Park	Grissom	Sealant
2018	6	Monterey St	Sw 36th St	Nw 34th St	Rehabilitation
2018	6	Moon Mist	Moon Walk	Misty Moon	Sealant
2018	6	Moon Tide	Misty Moon	Cul-De-Sac	Sealant
2018	6	Moon Walk	Moon Mist	Sea Mist	Sealant
2018	6	Moortown Dr	Culebra Rd	Topcroft Dr	Sealant

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Year	District	Street	From	To	Type
2018	6	Northbluff Ct	Timber Ridge Dr	Cul-De-Sac	Rehabilitation
2018	6	Oakfield Way	Misty Park	Grissom	Sealant
2018	6	Pharis St	S Acme Rd	Luxemburg	Sealant
2018	6	Program Management Services	City Wide	City Wide	Rehabilitation
2018	6	Red Head	Golden Eye	Loon Ct	Sealant
2018	6	Restless Wind	Oakfield Way	Cul-De-Sac	Sealant
2018	6	Roquefort	Laurel Bend	Ryelle	Rehabilitation
2018	6	Rue De Lis	Jean Verte	Beaudine Ave	Rehabilitation
2018	6	San Fernando St	Sw 36th St	S San Joaquin	Rehabilitation
2018	6	Sanderling	Lakeside Dr	Snow Goose	Sealant
2018	6	Scarlet Ibis	Adhinger	Snow Goose	Sealant
2018	6	Scaup Ct	Golden Eye	Loon Ct	Sealant
2018	6	Sea Mist	Moon Walk	Misty Moon	Sealant
2018	6	Snow Goose	Cormorant	Cable Ranch Rd	Sealant
2018	6	Spoonbill Ct	Canadian Goose	Cul-De-Sac	Sealant
2018	6	Sw 35th St	Montery	Cul-De-Sac	Rehabilitation
2018	6	Sw 40th St	Pharis St	W Commerce St	Sealant
2018	6	Sylhet Vw	Dhaka Vw	Heath Rd	Sealant
2018	6	Timber Path	Tezel Rd	Grissom	Rehabilitation
2018	6	Timber Ridge Dr	Canyon Rdg	Leafwood Dr	Rehabilitation
2018	6	Timberwilde Dr	Timber Fern	Grissom Rd	Rehabilitation
2018	6	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	6	Tree Top Dr	Dove Flight	Dead End	Sealant
2018	6	Valley Branch	Valley Bend	Valley Dale	Sealant
2018	6	Valley Cv	Valley Dale	Cul-De-Sac	Sealant
2018	6	Valley Glen	Valley Dale	Cul-De-Sac	Sealant
2018	6	Valley Lawn	Valley Rdg	Valley Bend	Sealant
2018	6	Vista West Dr	Hunt Ln	Ingram Rd	Rehabilitation
2018	6	Westfield Dr	W Military Dr	Rawhide Ln	Rehabilitation
2018	6	Westward Dr	W Military Dr	Westrock Dr	Rehabilitation
2018	6	Widgeon Ct	Canadian Goose	Cul-De-Sac	Sealant
2018	6	Wiseman Blvd	Westover Hills Blvd	W Loop 1604 N	Sealant
2019	6	Abshire	Sw 40th St	Sw 39th St	Rehabilitation
2019	6	Airpark Dr	S Acme Rd	Dead End	Rehabilitation
2019	6	Akron	Sw 34th St	Brenner Ave	Rehabilitation
2019	6	Autumn Mist St	Shadowdance	Enchanted Sunset	Sealant
2019	6	Cinema Rdg	Nw Loop 410 Access Rd	Dead End	Sealant
2019	6	Cliff Bank	Cliff Way	Timber Path	Sealant
2019	6	Cliff Pt	Cliff Rdg	Cliffmore	Sealant
2019	6	Cliff Rdg	Cliff Pt	Timber Path	Sealant
2019	6	Cliff Stone	Cliff Trl	Cliff Rock	Sealant
2019	6	Cliff Valley	Valley Rdg	Timber Path	Sealant
2019	6	Cliff Way	Cliff Bank	Cliff Path	Sealant
2019	6	Creek Rdg	Spiral Crk	Cul-De-Sac	Rehabilitation

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Year	District	Street	From	To	Type
2019	6	Creek Run	Ribbon Crk	Spiral Crk	Rehabilitation
2019	6	Crystal Crk	Brookport	Cul-De-Sac	Rehabilitation
2019	6	Dahlgreen Ave	Eldridge Ave	Akron	Rehabilitation
2019	6	Dove Park Ln	Enchanted Sunset	Blazing Sunset	Sealant
2019	6	Easterling	Culebra Rd	Dead End	Rehabilitation
2019	6	Hickory Grove Dr	Timbercreek Dr	Meadow Way	Sealant
2019	6	Lakeside Pkwy	Ingram	Sw Loop 410 Access Rd	Rehabilitation
2019	6	Les Harrison Dr	Woodtrail	Culebra Rd	Sealant
2019	6	Linus	Dennler	Oakhill Rd	Rehabilitation
2019	6	Marbauch Ave	40th	Valencia	Sealant
2019	6	Meadow Bend	Sw Loop 410 Access Rd	Meadow Way Dr	Rehabilitation
2019	6	Meadow Breeze Dr	S W Loop 410 Access Rd	Canyon Rdg	Rehabilitation
2019	6	Meadow Garden	Meadow Star	Meadow Way	Sealant
2019	6	Meadow Glen Dr	Sw Loop 410 Access Rd	Meadow Way	Rehabilitation
2019	6	Meadow Path	Sw Loop 410 Access Rd	Meadow Way Dr	Rehabilitation
2019	6	Nogales St	Sw 36th St	Cul-De-Sac	Rehabilitation
2019	6	Oak Cluster	Dead End	Dead End	Sealant
2019	6	Oakhill Rd	Ingram Rd	Culebra Rd	Sealant
2019	6	Oklahoma St	Sw 40th St	S Acme Rd	Sealant
2019	6	Paradise Oak Dr	Swaying Oaks Dr	Cul-De-Sac	Rehabilitation
2019	6	Pharis St	SW 38th St	SW 36th St	Sealant
2019	6	Pinn Rd	State Hwy 151 Access Rd	Us Hwy 90 W Access Rd	Sealant
2019	6	Program Management Services	City Wide	City Wide	Rehabilitation
2019	6	Prosperity Dr	Old Us Hwy 90 W	Laverne Ave	Rehabilitation
2019	6	Ribbon Crk	Spiral Crk	Creek Run	Rehabilitation
2019	6	Ridge Sq	Ridgebrook	Cul-De-Sac	Rehabilitation
2019	6	Ridge Terrace	Star Creek Dr	Woodline	Sealant
2019	6	Ridgebrook	Ridge Branch	Campton Farms	Sealant
2019	6	Roy Ln	Heath	Dead End	Sealant
2019	6	Serene Woods	Sunnydell Dr	Summer Breeze	Sealant
2019	6	Shade Crk	Brookport	Cul-De-Sac	Rehabilitation
2019	6	Shadowdance	Shimmering Dawn	Sunnydell Dr	Sealant
2019	6	Spiral Crk	Brookfield	Creek Run	Rehabilitation
2019	6	Sunnydell Dr	Enchanted Sunset	Dead End	Sealant
2019	6	Sw 34th St	Lance St	Eldridge Ave	Rehabilitation
2019	6	Sw 37th St	Joe Blanks St	Eldridge Ave	Sealant
2019	6	Sw 37th St	Old US Hwy 90	Castroville Rd	Sealant
2019	6	Sw 39th St	Old Us Hwy 90 W	Castroville Rd	Sealant
2019	6	Sw 42nd St	Old Us Hwy 90 W	Tyson St	Sealant
2019	6	Timber Basin	Timber Vale	Timber Fern	Sealant
2019	6	Timber Bough	Timber Vale	Timber Fern	Sealant
2019	6	Timber Coach	Timber Gate	Timber Trace	Sealant
2019	6	Timber Crest	Timber Glade	Timber Trace	Sealant
2019	6	Timber Fern	Timber Basin	Timber Glen	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	6	Timber Glen	Timber Glade	Timber Fern	Sealant
2019	6	Timber Trace	Silent Sunrise	Misty Park	Rehabilitation
2019	6	Timber Vale	Timber Basin	Timber Bough	Sealant
2019	6	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	6	Tyson St	Sw 42nd St	S Acme Rd	Sealant
2019	6	Valencia	Eldridge Ave	Akron	Rehabilitation
2019	6	Valley Bend	Valley Stone	Valley Lawn	Sealant
2019	6	Valley Dale	Cliff Valley	Valley Branch	Sealant
2019	6	Valley Rdg	Valley Bay Dr	Valley Lawn	Sealant
2019	6	Valley Stone	Valley Bend	Valley Dale	Sealant
2019	6	W Military Dr	Potranco Rd	Nw Loop 410 Access Rd	Rehabilitation
2019	6	War Feather	Wacos	Cul-De-Sac	Sealant
2019	6	Westbriar	Westvale	W Military Dr	Rehabilitation
2019	6	Westmoor	Westlyn	Cul-De-Sac	Rehabilitation
2019	6	Wood Knoll	Wood Wind	Wood Place	Rehabilitation
2020	6	Academic Post	Balcon Island	Bandberry Bay	Sealant
2020	6	Adair Post	Academic Post	Cul-De-Sac	Sealant
2020	6	Albany Rdg	Academic Post	Cul-De-Sac	Sealant
2020	6	April Bend	Bowens Crossing	Gillcross Way	Rehabilitation
2020	6	Arden Bend	April Bend	Laurel Bend	Rehabilitation
2020	6	Avator Bay	Bluestone Bay	Cul-De-Sac	Sealant
2020	6	Badger Pt	Bluestone Bay	Cul-De-Sac	Sealant
2020	6	Baffin Station	Academic Post	Cul-De-Sac	Sealant
2020	6	Balcon Island	Academic Post	Bluestone Bay	Sealant
2020	6	Bandberry Bay	Academic Post	Heath Circle Dr	Sealant
2020	6	Bendell	April Bend	Laurel Bend	Rehabilitation
2020	6	Blue Oak Ln	Swaying Oaks Dr	Pinn Rd	Sealant
2020	6	Bluemist Pt	Academic Post	Cul-De-Sac	Sealant
2020	6	Bluestone Bay	Avator Bay	Balcon Island	Sealant
2020	6	Bowens Crossing	W Loop 1604 N	Laurel Bend	Sealant
2020	6	Broad Forest	Shadow Rdg	Cliffbier	Rehabilitation
2020	6	Cliff Path	Cliff Way	Timber Path	Sealant
2020	6	Cliff Walk	Cliff Haven	Timber Path	Sealant
2020	6	Crested Quail	Silent Oaks	Point Quail	Sealant
2020	6	Dover Rdg	Tezel Rd	Sidbury Cir	Rehabilitation
2020	6	Eldridge Ave	S Acme Rd	Castroville Rd	Rehabilitation
2020	6	Enchanted Draw	Deertail Crk	Claudia Cir	Sealant
2020	6	Falling Quail	Heath Circle Dr	Cul-De-Sac	Sealant
2020	6	Flaming Oak	Swaying Oaks Dr	Cul-De-Sac	Sealant
2020	6	Gallery Oak	Swaying Oaks Dr	Cul-De-Sac	Sealant
2020	6	Green Park	Woodlyn Park	Cul-De-Sac	Sealant
2020	6	Guthrie St	S Acme Rd	Sw 40th St	Rehabilitation
2020	6	Hilltop Crest	Dead End	Dead End	Sealant
2020	6	Hunt Ln	Heritage Farm	Marbach Rd	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	6	Jaclyn Park	Bowens Crossing	Cul-De-Sac	Rehabilitation
2020	6	Laurel Bend	Bowens Crossing	Bendell	Rehabilitation
2020	6	Laurens Ct	Jaclyn Park	Cul-De-Sac	Rehabilitation
2020	6	Laurens Ct	Jaclyn Park	Cul-De-Sac	Rehabilitation
2020	6	Ledge Quail	Crested Quail	Cul-De-Sac	Sealant
2020	6	Middle Oaks Dr	Swaying Oaks Dr	Noble Oak Dr	Sealant
2020	6	Mountain Quail	Crested Quail	Cul-De-Sac	Sealant
2020	6	N Park Bend	Westbend	Valley Park Dr	Sealant
2020	6	Noble Oak Dr	Blue Oak Ln	Pleasant Oak Dr	Sealant
2020	6	Old Tezel Rd	Guilbeau Rd	Tezel	Sealant
2020	6	Old Us Hwy 90 W	State Hwy 151 Access Rd	Jerome Rd	Rehabilitation
2020	6	Owl Haven	Misty Park	Owl Rdg	Rehabilitation
2020	6	Park Bend	Woodlyn Park	S Brownleaf Dr	Sealant
2020	6	Park Field	Cul-De-Sac	N Park Bend	Sealant
2020	6	Park Grove	Brownleaf Dr	N Park Bend	Sealant
2020	6	Park Meadow	Brownleaf Dr	N Park Bend	Sealant
2020	6	Park Village	Brownleaf Dr	N Park Bend	Sealant
2020	6	Pleasant Oak Dr	Swaying Oaks Dr	Noble Oak Dr	Sealant
2020	6	Pleasant Park	Brownleaf Dr	Cul-De-Sac	Sealant
2020	6	Pleasure Park	Woodlyn Park	Cul-De-Sac	Sealant
2020	6	Point Quail	Crested Quail	Silent Sunrise	Sealant
2020	6	Program Management Services	City Wide	City Wide	Rehabilitation
2020	6	Quail Garden	Silent Oaks	Silver Quail	Rehabilitation
2020	6	Quail Landing	Silent Oaks	Silver Quail	Rehabilitation
2020	6	Quail Trace	Silent Oaks	Quail Whisper	Rehabilitation
2020	6	Quail Whisper	Quail Trace	Coral Spgs	Rehabilitation
2020	6	Reed Rd	W Military Dr	Culebra Rd	Sealant
2020	6	Ridge Town	Ridge Place	Ridgehurst	Rehabilitation
2020	6	Rogers Rd	W Military Dr	State Hwy 151 Access Rd	Sealant
2020	6	Roundhill	Misty Park	Dove Flight	Rehabilitation
2020	6	Running Quail	Crested Quail	Cul-De-Sac	Sealant
2020	6	S Brownleaf Dr	Pinn Rd	Brownleaf Dr	Sealant
2020	6	Shooting Quail	Health Circle	Cul-De-Sac	Sealant
2020	6	Silent Sunrise	Water Quail	Quail Branch	Sealant
2020	6	Silver Quail	Quail Landing	Coral Spgs	Rehabilitation
2020	6	Spring Park	Woodlyn Park	Cul-De-Sac	Sealant
2020	6	Swaying Oaks Dr	Westleaf	Pleasant Oak Dr	Sealant
2020	6	Swiss Oaks	Swaying Oaks Dr	Cul-De-Sac	Sealant
2020	6	Tezel Rd	Grissom Rd	Silent Oaks	Sealant
2020	6	Timber Bark	Timber Grand	Timber Cabin	Sealant
2020	6	Timber Belt	Timber Trace	Timber Wind	Rehabilitation
2020	6	Timber Bridge	Timber Canyon	Timber Trace	Sealant
2020	6	Timber Cabin	Timber Bark	Cul-De-Sac	Sealant
2020	6	Timber Canyon	Timber Trace	Timber Mill	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	6	Timber Climb	Timberhurst	Timber Range	Rehabilitation
2020	6	Timber Crown	Timber Canyon	Cul-De-Sac	Sealant
2020	6	Timber Fair	Timber Knoll	Cul-De-Sac	Rehabilitation
2020	6	Timber Farm	Timber Trace	Cul-De-Sac	Rehabilitation
2020	6	Timber Grand	Rimber Trace	Cul-De-Sac	Sealant
2020	6	Timber Hawk	Timber Grand	Timber Cabin	Sealant
2020	6	Timber Knoll	Timber Lodge	Timber Fair	Rehabilitation
2020	6	Timber Light	Timber Rain	Timber Steep	Rehabilitation
2020	6	Timber Loche	Timber Trace	Timber Slope	Rehabilitation
2020	6	Timber Lookout	Timber Slope	Timber Wind	Rehabilitation
2020	6	Timber Mill	Timber Canyon	Timber Chase	Sealant
2020	6	Timber Moss	Timber Grand	Cul-De-Sac	Sealant
2020	6	Timber Pine	Timber Rain	Timber Star	Rehabilitation
2020	6	Timber Place	Timberhurst	Timberstream	Rehabilitation
2020	6	Timber Pt	Timberhurst	Timber Terrace	Rehabilitation
2020	6	Timber Rain	Timber Ranch	Timber Pine	Rehabilitation
2020	6	Timber Ranch	Timberhurst	Timber Lodge	Rehabilitation
2020	6	Timber Range	Timber Climb	Cul-De-Sac	Rehabilitation
2020	6	Timber Rise	Timberhurst	Cul-De-Sac	Rehabilitation
2020	6	Timber Slope	Timber Trace	Timber Belt	Rehabilitation
2020	6	Timber Spg	Timber Star	Timberstream	Rehabilitation
2020	6	Timber Star	Timber Spg	Timber Lodge	Rehabilitation
2020	6	Timber Steep	Timber Rain	Timber Light	Rehabilitation
2020	6	Timber Whip	Timber Slope	Timber Grove	Rehabilitation
2020	6	Timberbranch	Timberbriar	Cul-De-Sac	Rehabilitation
2020	6	Timberhurst	Timber Place	Timber Climb	Rehabilitation
2020	6	Timberjack	Timber Grand	Timber Cabin	Sealant
2020	6	Timbershade	Timber Grand	Timber Cabin	Sealant
2020	6	Timberstream	Timber Lodge	Dead End	Rehabilitation
2020	6	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	6	Valley Park Dr	Brownleaf Dr	N Park Bend	Sealant
2020	6	Walnut Park	Woodlyn Park	Cul-De-Sac	Sealant
2020	6	Water Quail	White Quail	Shooting Quail	Sealant
2020	6	Westbend	Brownleaf Dr	N Park Bend	Sealant
2020	6	Westleaf	Woodlyn Park	S Brownleaf Dr	Sealant
2020	6	Westleaf	S Brownleaf Dr	Swaying Oaks Dr	Sealant
2020	6	Westridge Dr	S Acme Rd	Laverne Ave	Rehabilitation
2020	6	Weybridge	Woodtrail	Dover Rdg	Sealant
2020	6	White Quail	Crested Quail	Water Quail	Sealant
2020	6	Woodlyn Park	Pleasure Park	Westleaf	Sealant
2021	6	Almarion Way	Sidbury Cir	Dead End	Rehabilitation
2021	6	Andtree Blvd	Almarion Way	Dead End	Rehabilitation
2021	6	Ardash Ln	Gallery Rdg	Bowens Crossing	Rehabilitation
2021	6	Arrow Point Ct	Brownleaf Dr	Cul-De-Sac	Sealant

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Year	District	Street	From	To	Type
2021	6	Artisan Ln	Dover Rdg	Cul-De-Sac	Rehabilitation
2021	6	Beaudine Ave	Rue De Lis	Roquefort	Sealant
2021	6	Betty Levy	W Military Dr	Rene Levy	Sealant
2021	6	Blazewood	Marsh Crk	Laurel Grove	Rehabilitation
2021	6	Bonnybray Ln	Kilmarnoch	Cul-De-Sac	Sealant
2021	6	Bowen	Old Tezel Rd	Candle Bend	Sealant
2021	6	Branston	Brandyridge	Chantemar	Rehabilitation
2021	6	British Arms	Copperfield	Cul-De-Sac	Sealant
2021	6	Brownleaf Dr	Dead End	S Brownleaf Dr	Sealant
2021	6	Cable Ranch Rd	Waters Edge Dr	Marbach Rd	Rehabilitation
2021	6	Castleridge Dr	Shady Grove	Pinn Rd	Sealant
2021	6	Cavendish Cir	County Cork	Cul-De-Sac	Sealant
2021	6	Centergrove	Canyonwood Ln	Crestfield	Sealant
2021	6	Chaddsford	Sidbury Cir	Bent Branch	Rehabilitation
2021	6	Chantemar	Branston	Chatsworth	Rehabilitation
2021	6	Cliff Trl	Cliff Stone	Timber Path	Rehabilitation
2021	6	Cloudview	Marsh Crk	Dead End	Rehabilitation
2021	6	Copperfield	Reed Rd	Cul-De-Sac	Sealant
2021	6	Coral Tree	Crestfield	Canyonwood Ln	Sealant
2021	6	County Cork	Copperfield	Heathercrest Ln	Sealant
2021	6	Derbyshire Ln	County Cork	Cul-De-Sac	Sealant
2021	6	Dover Rdg	Weybridge	Sidbury Cir	Rehabilitation
2021	6	Fawnview	Cloudview	Cul-De-Sac	Rehabilitation
2021	6	Glenfield	Crestfield	Canyonwood Ln	Sealant
2021	6	Greens Pt	Bowens Crossing	Valley Trails	Rehabilitation
2021	6	Hidden Cape	Hidden Plains	Dead End Or Cul De Sac	Rehabilitation
2021	6	Highland Mist	County Cork	Copperfield	Sealant
2021	6	Kilmarnoch	Copperfield	W Loop 1604 N Access Rd	Sealant
2021	6	Lamerton	Sidbury Cir	Wilder	Sealant
2021	6	Laurel Grove	Blazewood	Dead End	Rehabilitation
2021	6	Lockinver Ln	Copperfield	Cul-De-Sac	Sealant
2021	6	Marsh Crk	Cloudview	Malvern	Rehabilitation
2021	6	Mountain View Dr	Rogers Rd	Culebra Rd	Rehabilitation
2021	6	Piccadilly	Rob Roy Ln	Cul-De-Sac	Sealant
2021	6	Plateau	Crestfield	Cul-De-Sac	Sealant
2021	6	Program Management Services	City Wide	City Wide	Rehabilitation
2021	6	Queenspoint	Copperfield	Cul-De-Sac	Sealant
2021	6	Redondo	Sw 37th St	Cul-De-Sac	Rehabilitation
2021	6	Reed Rd	W Loop 1604 N	Cul-De-Sac	Sealant
2021	6	Rene Levy	Betty Levy	Cul-De-Sac	Sealant
2021	6	Resurrection	Brownleaf Dr	Cul-De-Sac	Sealant
2021	6	Rob Roy Ln	Copperfield	Copperfield	Sealant
2021	6	Rogers Rd	Mountain View Dr	W Military Dr	Sealant
2021	6	Rousseau	Copperfield	W Military Dr	Sealant

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Year	District	Street	From	To	Type
2021	6	Sidbury Cir	Almarion Way	Marsh Crk	Sealant
2021	6	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	6	Trendwood	Gallery Rdg	Heathridge	Rehabilitation
2021	6	Valley Trails	Teaberry Dr	Campton Farms	Sealant
2021	6	W Military Dr	State Hwy 151 Access Rd	Marbach Rd	Sealant
2021	6	W Military Dr	Richland Hills Dr	State Hwy 151 Access Rd	Sealant
2021	6	Wensledale Cir	County Cork	Cul-De-Sac	Sealant
2021	6	Wood Arbor	Village Pkwy	Wood Cir	Rehabilitation
2021	6	Wood Cir	Wood Bow	Wood Arbor	Rehabilitation
2022	6	Arbeth Place	Heartglen	Cul-De-Sac	Sealant
2022	6	Ben Nevis Ln	Queenspoint	Cul-De-Sac	Sealant
2022	6	Brisa Royale	Cul-De-Sac	Cul-De-Sac	Sealant
2022	6	Caracol Pt	Laguna Rio	Cul-De-Sac	Sealant
2022	6	Centro Bonito	Centro Hermosa	Centro Hermosa	Sealant
2022	6	Centro Grande	Centro Hermosa	Tres Caminos	Sealant
2022	6	Centro Hermosa	Centro Grande	Centro bonito	Sealant
2022	6	Centroloma St	Tres Caminos	Centrovista Dr	Sealant
2022	6	Centrovista Dr	Centroloma St	Tres Caminos	Sealant
2022	6	Cerca Royale	Laguna Rio	Cul-De-Sac	Sealant
2022	6	Chatsworth	Branston	Chantemar	Rehabilitation
2022	6	Cornudo Hill	Laguna Rio	Cul-De-Sac	Sealant
2022	6	Cornudo Rdg	Laguna Falls	Cul-De-Sac	Sealant
2022	6	Ensenada	Laguna Falls	Culebra Rd	Sealant
2022	6	Gallery Rdg	Dover Rdg	Kelton Dr	Rehabilitation
2022	6	Hawkwood	Pentridge	Cul-De-Sac	Sealant
2022	6	Hearthglen	Pentridge	Arbeth Place	Sealant
2022	6	Ingram Rd	Potranco Rd	Hunt Ln	Sealant
2022	6	Kenbridge Dr	Dover Rdg	Kenbridge Dr	Sealant
2022	6	La Mesilla	Laguna Rio	Cul-De-Sac	Sealant
2022	6	Laguna Falls	San Cristobal	Cul-De-Sac	Sealant
2022	6	Laguna Rio	San Cristobal	Brisa Royale	Sealant
2022	6	Laurel Bend	Bowens Crossing	South Bend	Sealant
2022	6	N Hunt Ln	Westover Hills Blvd	State Hwy 151 Access Rd	Sealant
2022	6	Pancho Villa Dr	Oakhill Rd	Davy Crockett Dr	Sealant
2022	6	Pentridge	Dover Rdg	Kenbridge Dr	Sealant
2022	6	Program Management Services	City Wide	City Wide	Rehabilitation
2022	6	Quail Branch	Silent Sunrise	Cul-De-Sac	Rehabilitation
2022	6	Quail Breeze	Quail Branch	Quail Pine	Rehabilitation
2022	6	Quail Pine	Quail Breeze	Quail Sky	Rehabilitation
2022	6	Quail Sky	Quail Branch	Quail Pine	Rehabilitation
2022	6	Remuda Dr	Rawhide Ln	Westcloud Ln	Rehabilitation
2022	6	Rim Rock Trl	Culebra Rd	Dead End	Rehabilitation
2022	6	Rogers Crossing	Town Center Dr	Rogers Rd	Sealant
2022	6	Rogers Run	Rogers Rd	Cul-De-Sac	Sealant

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Year	District	Street	From	To	Type
2022	6	S Acme Rd	Estrella St	Enrique M Barrera	Rehabilitation
2022	6	S Acme Rd	Enrique M Barrera	Castroville Rd	Rehabilitation
2022	6	San Cristobal	Laguna Falls	Cul-De-Sac	Sealant
2022	6	Sw 38th St	Joe Blanks St	Castroville Rd	Sealant
2022	6	Town Center Dr	Westover Hills Blvd	State Hwy 151 Access Rd	Sealant
2022	6	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	6	Tres Caminos	Hunt Ln	Las Puertas	Rehabilitation
2022	6	Valley Cabin	Valley Castle	Cul-De-Sac	Rehabilitation
2022	6	Valley Castle	Village Crest	Village Briar	Rehabilitation
2022	6	Valley Crest	Les Harrison Dr	Valley Villa	Rehabilitation
2022	6	Valley King	Village Crest	Cul-De-Sac	Rehabilitation
2022	6	Valley Knight	Village Crest	Cul-De-Sac	Rehabilitation
2022	6	Valley Pawn	Village Crest	Cul-De-Sac	Rehabilitation
2022	6	Valley Queen	Village Crest	Cul-De-Sac	Rehabilitation
2022	6	Valley Villa	Village Crest	Cul-De-Sac	Rehabilitation
2022	6	Village Briar	Les Harrison Dr	Valley Castle	Rehabilitation
2022	6	Village Gate	Les Harrison Dr	Cul-De-Sac	Rehabilitation
2022	6	Village Pt	Village Briar	Cul-De-Sac	Rehabilitation
2022	6	W Commerce St	Pinn Rd	Callaghan Ave	Sealant
2022	6	Westover Hills Blvd	Culebra Rd	N Ellison Dr	Sealant
2022	6	Westover Link	N Ellison Dr	State Hwy 151 Access Rd	Sealant
2018	6,7	New Guilbeau Rd	Caen	Old Tezel Rd	Rehabilitation
2018	6,7	Silent Oaks	Coral Spgs	Tezel Rd	Rehabilitation
2019	6,7	Low Bid Ln	Clyde Dent Dr	Coral Spgs & Heath Circle Dr	Rehabilitation
2019	6,7	Wacos	Ingram Rd	Dead End	Sealant
2018	7	Addersly Dr	W Loop 1604 N Access Rd	Fall Harvest	Sealant
2018	7	Alexander Hamilton	Thomas Jefferson Dr	Wilson Blvd	Rehabilitation
2018	7	Allegheny Dr	Baywater Dr	W French Place	Sealant
2018	7	Ambling	Cul-De-Sac North	Cul-De-Sac South	Sealant
2018	7	Arbois	Peuplier	Cul-De-Sac	Sealant
2018	7	Autumn Branches	Autumn Dew	Peuplier	Sealant
2018	7	Autumn Dew	Autumn Branches	Autumn Storm	Sealant
2018	7	Autumn Gold	Autumn Branches	Cul-De-Sac	Sealant
2018	7	Autumn Oaks	Autumn Branches	Cul-De-Sac	Sealant
2018	7	Autumn Silver	Autumn Branches	Cul-De-Sac	Sealant
2018	7	Autumn Star	Autumn Branches	Cul-De-Sac	Sealant
2018	7	Autumn Storm	Autumn Dew	Autumn Shadows	Sealant
2018	7	Autumn Sun	Autumn Dew	Autumn Branches	Sealant
2018	7	Autumn Sunrise	Braun Rd	Autumn Branches	Sealant
2018	7	Bennington Dr	Callaghan Ave	Darwin Dr	Rehabilitation
2018	7	Benrus	Oakwood Dr	Bandera Rd & Evers Rd	Rehabilitation
2018	7	Beowulf	Havelock	Cul-De-Sac	Sealant
2018	7	Bluff Bend Dr	Misty Willow Dr	Dawnwood Dr	Sealant
2018	7	Bouleau	Peuplier	Cul-De-Sac	Sealant

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Year	District	Street	From	To	Type
2018	7	Bunsen	Kepler Dr	Sloan Dr	Sealant
2018	7	Charline Ln	Cul-De-Sac	Cul-De-Sac	Sealant
2018	7	Chedder Dr	Babcock Rd	Baywater Dr	Rehabilitation
2018	7	Chivalry	Locksley	Cul-De-Sac East	Sealant
2018	7	Crestview Dr	Hillcrest Dr	Dead End	Rehabilitation
2018	7	Cromwell	Wilson Blvd	Leming Dr	Rehabilitation
2018	7	Dawnwood Dr	Guilbeau Rd	Bluff Bend Dr	Sealant
2018	7	Dragon	Tourney	Cul-De-Sac	Sealant
2018	7	E Broadview Dr	Horizon Dr	Holman Dr	Sealant
2018	7	E Horseshoe Bend	Oak Knoll Dr	Majestic Dr	Rehabilitation
2018	7	E Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
2018	7	Echo Willow Dr	Sherri Oaks Dr	Exbourne Dr	Sealant
2018	7	Exbourne Dr	Sherri Oaks Dr	Echo Willow Dr	Sealant
2018	7	Fermi Dr	Callaghan Ave	Darwin Dr	Sealant
2018	7	Havelock	Beowolf	Cul-De-Sac	Sealant
2018	7	Hemphill Dr	Benrus	Darwin	Sealant
2018	7	Hemphill St	Marshwood	Benrus	Sealant
2018	7	Heraldry	Cul-De-Sac	Cul-De-Sac	Sealant
2018	7	Hoke	Wickersham	Cul-De-Sac	Sealant
2018	7	Inspiration Dr	Callaghan Rd	E Broadview Dr	Sealant
2018	7	John Page Dr	St Cloud	Donaldson Ave	Rehabilitation
2018	7	Keystone	Wurzbach Rd	Madeleine	Sealant
2018	7	Lavenham	Queen Hts	Romney	Sealant
2018	7	Madeleine	Newcome Dr	Cairo	Rehabilitation
2018	7	Maiden Ln	Culebra Rd	Riverdale	Sealant
2018	7	Mainland	Bandera Rd	Tezel Rd	Sealant
2018	7	Marshwood	Ingram Rd	Hemphill St	Sealant
2018	7	Material Budget	City Wide	City Wide	Rehabilitation
2018	7	Misty Willow Dr	Bluff Bend Dr	Dawnwood Dr	Sealant
2018	7	Moss Oak	Woodlake Dr	Nw Loop 410 Access Rd	Rehabilitation
2018	7	N Elmendorf	W Woodlawn	Cincinnati Ave	Sealant
2018	7	New Guilbeau Rd	W Loop 1604 N	Caen	Rehabilitation
2018	7	Northaven Dr	Woodlake Dr	Moss Oak	Rehabilitation
2018	7	Notre Dame Dr	Overhill	Wake Forrest	Rehabilitation
2018	7	Oneoak	Babcock Rd	W Glenview Dr	Rehabilitation
2018	7	Pembroke	Rochette	Babcock Rd	Sealant
2018	7	Program Management Services	City Wide	City Wide	Rehabilitation
2018	7	Purdue	Wake Forest	Texas	Rehabilitation
2018	7	Romney	Lavenham	Cul-De-Sac	Sealant
2018	7	Ryder Dr	Braun Rd	Old Tezel Rd	Sealant
2018	7	S Piedras Dr	W Piedras Dr	E Piedras Dr	Sealant
2018	7	San Marino	Mainland	Sand Pebble	Sealant
2018	7	Sand Pebble	Montego Rd	Dead End	Sealant
2018	7	Sherri Oaks Dr	Exbourne Dr	Dawnwood Dr	Sealant

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Year	District	Street	From	To	Type
2018	7	Silvercrest Dr	Callaghan Ave	Woodside Dr	Rehabilitation
2018	7	Snow Flake Dr	Caribou & Eckhert Rd	Reindeer Trl	Sealant
2018	7	Sovereign	Nw Loop 410 Access Rd	Cul-De-Sac	Rehabilitation
2018	7	Thorncliff Dr	Sherri Oaks Dr	Bluff Bend Dr	Sealant
2018	7	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	7	Upton	Cul-De-Sac	Cul-De-Sac	Sealant
2018	7	W Ashby Place	Bandera Rd	Cincinnati Ave	Rehabilitation
2018	7	W Broadview Dr	Bandera Rd	W Quill Dr	Rehabilitation
2018	7	W Horseshoe Bend	Oak Knoll Dr	Dead End	Rehabilitation
2018	7	W Piedras Dr	Nw Loop 410 Access Rd	S Piedras Dr	Sealant
2018	7	Wake Forrest	Camino Santa Maria	General McMullen	Rehabilitation
2018	7	Watchtower	Cul-De-Sac West	Cul-De-Sac East	Sealant
2018	7	Waverly	Bandera Rd	Glenmore	Sealant
2018	7	Westminster	Camino Santa Maria	Tulane	Rehabilitation
2018	7	Wickheather	Wickersham	Cul-De-Sac	Sealant
2018	7	Woodcock	Centerview	S Piedras Dr	Sealant
2018	7	Woodheather	Wickersham	Cul-De-Sac	Sealant
2018	7	Wurzbach Rd	Alan Hale Dr	Merkens	Rehabilitation
2018	7	Wurzbach Rd	Evers Rd	Babcock Rd	Sealant
2019	7	Acorn Bend Dr	Valley Rdg	Valley Bend	Sealant
2019	7	Adaes	Culebra Rd	S Josephine Tobin	Sealant
2019	7	Alexander Hamilton	Sutton	Red Bud Dr	Sealant
2019	7	Alms Park Dr	Winter Park	Highland Park	Sealant
2019	7	Babcock Rd	Nw Loop 410 Access Rd	Hillcrest Dr	Rehabilitation
2019	7	Belhaven	Maycrest	Cul-De-Sac	Sealant
2019	7	Ben Hur Dr	Cairo	Madeline	Rehabilitation
2019	7	Berwick	Babcock Rd	Loma Linda Dr	Rehabilitation
2019	7	Big Horn Dr	Silvertip Dr	Ingram Rd	Sealant
2019	7	Braun Crk	Braun Path	Old Tezel Rd	Sealant
2019	7	Braun Gate	New Guilbeau Rd	Braun Path	Sealant
2019	7	Braun Knoll	Braun Crk	Braun Willow	Sealant
2019	7	Braun Path	Cul-De-Sac	Cul-De-Sac	Sealant
2019	7	Braun Sq	Braun Path	Braun Knoll	Sealant
2019	7	Braun Willow	Braun Path	Old Tezel Rd	Sealant
2019	7	Brigadoon	Braun Rd	Sturbridge	Sealant
2019	7	Calistoga	Laven Dr	Cul-De-Sac	Sealant
2019	7	Centerview	Callaghan Ave	Babcock Rd	Rehabilitation
2019	7	Charter Oak	Wurzbach Rd	Madeline	Rehabilitation
2019	7	Cheswick	Pertshire	Cul-De-Sac	Sealant
2019	7	City View Dr	Lookout Dr	Hillcrest Dr	Rehabilitation
2019	7	Cloudcroft Dr	Lookout Dr	Bandera Rd	Rehabilitation
2019	7	Cominsky Park	Winter Park	Cul-De-Sac	Sealant
2019	7	Dall Trl	Silvertip Dr	Wapiti Trl	Sealant
2019	7	Desilu Dr	Lon Chaney	Danny Kaye	Sealant

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Year	District	Street	From	To	Type
2019	7	Don Mills	Redbud Woods	Cul-De-Sac	Sealant
2019	7	Donaldson Ave	E Cheryl Dr	St Cloud	Sealant
2019	7	Donegal	Sturbridge	Guilbeau Rd	Sealant
2019	7	E Crestline	Babcock Rd	E Glenview Dr	Rehabilitation
2019	7	Eagle Rdg	Silvertip Dr	Wapiti Trl	Sealant
2019	7	Edgevale	Callaghan Ave	Northaven Dr	Sealant
2019	7	El Centro	Culebra Rd	Cul-De-Sac	Sealant
2019	7	Emory	W Magnolia Ave	W Mistletoe	Rehabilitation
2019	7	Estes Park	Highland Park	Cul-De-Sac	Sealant
2019	7	Fernbrook	Wildflower Trl	Cul-De-Sac	Sealant
2019	7	Gentle Bend Dr	Sunny Oaks	Cul-De-Sac	Sealant
2019	7	Havana	Maiden Ln	Roanoke Ave	Rehabilitation
2019	7	Havenview Dr	Hillcrest Dr	Cul-De-Sac	Rehabilitation
2019	7	High Basin	White Tail	Big Horn Dr	Rehabilitation
2019	7	Highland Park	Winter Park	Mainland	Sealant
2019	7	Ipswich	Old Tezel Rd	Pendragon	Sealant
2019	7	Irola Ave	Roanoke Ave	Dead End Or Cul De Sac	Rehabilitation
2019	7	Kings Cross	Old Tezel Rd	Tezel Rd	Sealant
2019	7	La Cresenta	Alston	Laven Dr	Sealant
2019	7	Lacey Oak Cv	Redbud Woods	Cul-De-Sac	Sealant
2019	7	Laddie Place	Babcock Rd	Dead End	Rehabilitation
2019	7	Laven Dr	Grovehill Dr	Culebra Rd	Sealant
2019	7	Live Oak Vista	Redbud Woods	Cul-De-Sac	Sealant
2019	7	Lookout Dr	Inspiration Dr	Willowbrook Dr	Rehabilitation
2019	7	Magic Dr	Fredericksburg Rd	Vega Dr & Torino	Sealant
2019	7	Mainland Sq	Sunny Oaks	Pavilion Place	Sealant
2019	7	Mandrake	Newcome Dr	Keystone	Rehabilitation
2019	7	Manor Dr	W Mistletoe	Huisache Ave	Rehabilitation
2019	7	Maycrest	Belhaven	Sunny Oaks	Sealant
2019	7	Melrose	Pavilion Place	Cul-De-Sac	Sealant
2019	7	Midvale	Callaghan Rd	Oakridge	Rehabilitation
2019	7	Mount Royal	New Dawn	Cul-De-Sac	Sealant
2019	7	N General Mcmullen	Culebra Rd	Tulane	Sealant
2019	7	New Dawn	Richmond Hill	Don Mills	Sealant
2019	7	Newforest Dr	Honey Hill	Glen Rdg	Sealant
2019	7	Oakridge	Sylvanoaks	Woodlake Dr	Sealant
2019	7	Olde Village Dr	Guilbeau Rd	Mainland	Rehabilitation
2019	7	Pavilion Place	Acorn Bend Dr	Mainland Sq	Sealant
2019	7	Pendragon	Ipswich	Cul-De-Sac	Sealant
2019	7	Pertshire	New London	Cheswick	Rehabilitation
2019	7	Pottesgrove	Old Tezel Rd	Cul-De-Sac	Sealant
2019	7	Program Management Services	City Wide	City Wide	Rehabilitation
2019	7	Red Oak Vista	Redbud Woods	Cul-De-Sac	Sealant
2019	7	Redbud Woods	Lacey Oak Cv	Olde Village Dr	Sealant

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Year	District	Street	From	To	Type
2019	7	Reindeer Trl	COSA City Limits	COSA City Limits	Rehabilitation
2019	7	Richmond Hill	Olde Village Dr	Mainland Woods	Sealant
2019	7	S Horseshoe Bend	W Horseshoe Bend	Dead End	Rehabilitation
2019	7	Santa Cruz	Andreas	Laven Dr	Sealant
2019	7	Silvertip Dr	Majestic	Cul-De-Sac	Sealant
2019	7	Southill	E Midcrest	Glencrest	Rehabilitation
2019	7	Stonegate Dr	Wake Forrest	Bandera Rd	Rehabilitation
2019	7	Sturbridge	Pertshire	Brigadoon	Sealant
2019	7	Sunny Oaks	Cul-De-Sac	Cul-De-Sac	Sealant
2019	7	Terrace Park	Highland Park	Cul-De-Sac	Sealant
2019	7	Tezel Rd	Braun Rd	Guilbeau Rd	Rehabilitation
2019	7	Tintagel	Cul-De-Sac	Cul-De-Sac	Sealant
2019	7	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	7	Tulane	Cincinnati Ave	Bandera	Sealant
2019	7	Vantage View Dr	Hillcrest Dr	Cul-De-Sac	Rehabilitation
2019	7	W Crestline	Babcock Rd	Hillcrest Dr	Rehabilitation
2019	7	W Horseshoe Bend	Callaghan Ave	Oak Knoll Dr	Rehabilitation
2019	7	W Huisache Ave	St Cloud	Manor Dr	Rehabilitation
2019	7	W Magnolia Ave	Manor Dr & W Mistletoe	Wilson Blvd	Rehabilitation
2019	7	W Mulberry Ave	Manor Dr	Kampmann Ave	Rehabilitation
2019	7	Waverly	Bandera Rd	Tulane	Sealant
2019	7	White Tail	High Basin	Ingram Rd	Sealant
2019	7	Wildflower Trl	Pavilion Place	Fernbrook	Sealant
2019	7	Willow Glen Dr	Maycrest	Cul-De-Sac	Sealant
2019	7	Willow Holw	Braun Path	Cul-De-Sac	Sealant
2019	7	Winter Park	Highland Park	Alms Park Dr	Sealant
2019	7	Winton Park Dr	Highland Park	Cul-De-Sac	Sealant
2019	7	Wurzbach Rd	Wurzbach Rd	Desilu Dr	Rehabilitation
2019	7	Wurzbach Rd	Cairo	Newcome Dr	Rehabilitation
2020	7	Absolon Farm	Harefield Dr	Palamon Farm	Sealant
2020	7	Barryhill	Cedarhill	Tarywood	Rehabilitation
2020	7	Benrus	Oakwood Dr	Ingram Rd	Sealant
2020	7	Bexar	Red Bud Dr	Evelyn Dr	Rehabilitation
2020	7	Bluff Haven	Shadydale Dr	Cul-De-Sac	Rehabilitation
2020	7	Burgate Farm	Ridingate Farm	Absolon Farm	Sealant
2020	7	Callaghan Rd	Ingram Rd	Evers Rd	Sealant
2020	7	Cedarhill	Barryhill	Shadewood	Rehabilitation
2020	7	Clearview Dr	E Rolling Ridge Dr	Callaghan Ave	Rehabilitation
2020	7	Creek Trl	Guilbeau Rd	Rocky Path	Sealant
2020	7	Crooked Brook	Creek Trl	Cul-De-Sac	Sealant
2020	7	Crooked Path	Guilbeau Rd	Creek Trl	Sealant
2020	7	Crooked Rd	Creek Trl	Rocky Path	Sealant
2020	7	Crooked Sky	Creek Trl	Rugged Rdg	Sealant
2020	7	Crooked Stream	Creek Trl	Rugged Rdg	Sealant

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Year	District	Street	From	To	Type
2020	7	Dickinson Dr	Babcock Rd	Manor Dr	Sealant
2020	7	E Glenview Dr	Babcock Rd	E Crestline	Rehabilitation
2020	7	E Rolling Ridge Dr	410 Access Rd	Clearview Dr	Rehabilitation
2020	7	Evers Rd	Oakway	Callaghan Rd	Rehabilitation
2020	7	Fairford Dr	E Rolling Ridge Dr	Fair Rdg	Rehabilitation
2020	7	Fellowood	Timberhill Dr	Cul-De-Sac	Rehabilitation
2020	7	Foxwood	Timberhill Dr	Cul-De-Sac	Rehabilitation
2020	7	Gettysburg Rd	Hillcrest Dr	Overbrook	Sealant
2020	7	Guilbeau Rd	Old Tezel Rd	Tezel Rd	Sealant
2020	7	Inspiration Dr	Lambert	Callaghan Ave	Rehabilitation
2020	7	John William	410 Access Rd	Fairford Dr	Rehabilitation
2020	7	Kampmann Blvd	Furr Dr	Woodlawn	Sealant
2020	7	Kampmann Blvd	Leming Dr	W Woodlawn	Sealant
2020	7	Kensington Run	Canterbury Dr	Absolon Farm	Sealant
2020	7	Krueger Moore	Guilbeau Rd	Dead End Or Cul De Sac	Rehabilitation
2020	7	Lambeth Dr	Clearview Dr	Inspiration Dr	Rehabilitation
2020	7	Leming Dr	Wilson Blvd	Babcock Rd	Rehabilitation
2020	7	Linfield	Cedarhill	Dead End	Rehabilitation
2020	7	Littlewood	Cedarhill	Dead End	Rehabilitation
2020	7	Marquette	Maiden Ln	Hillcrest Dr	Sealant
2020	7	Moreville Farm	Ridingate Farm	Dead End	Sealant
2020	7	Northill Dr	Loma Linda Dr	Babcock Rd	Rehabilitation
2020	7	Oak Knoll Dr	Sherril Brook Dr	Parkway Dr	Rehabilitation
2020	7	Oakridge	Woodlake Dr W	Woodlake Dr E	Rehabilitation
2020	7	Palamon Farm	Ridingate Farm	Absolon Farm	Sealant
2020	7	Pertelote Farm	Ridingate Farm	Absolon Farm	Sealant
2020	7	Program Management Services	City Wide	City Wide	Rehabilitation
2020	7	Ridingate Farm	Harefield Dr	Palamon Farm	Sealant
2020	7	Rocky Path	Crooked Rd	Creek Trl	Sealant
2020	7	Rolling Cir	Rolling Stone	Cul-De-Sac	Sealant
2020	7	Rolling Stone	Guilbeau Rd	Cul-De-Sac	Sealant
2020	7	Rollingfield Dr	E Rolling Ridge Dr	Fair Rdg	Rehabilitation
2020	7	Rosemont Dr	Wilson Blvd	Kampmann Blvd	Rehabilitation
2020	7	Round Oak	Clearview Dr	Cul-De-Sac	Rehabilitation
2020	7	Roxbury	NW Loop 410 Access Rd	Wurzbach Rd & Crystal Run	Rehabilitation
2020	7	Rugged Rdg	Rolling Stone	Crooked Sky	Sealant
2020	7	Rustling Branches	Misty Trl	Rustling Leaf	Sealant
2020	7	Rustling Breeze	Misty Trl	Tezel Rd	Sealant
2020	7	Rustling Leaf	Rustling Branches	Rustling Meadows	Sealant
2020	7	Rustling Meadows	Tezel Rd	Rustling Leaf	Sealant
2020	7	Rustling Winds	Rustling Breeze	Cul-De-Sac	Sealant
2020	7	San Antonio Ave	Fredericksburg Rd	W French Place	Sealant
2020	7	Shadewood	Cedarhill	Dead End	Rehabilitation
2020	7	Shadydale	Clearview Dr	Fair Rdg	Rehabilitation

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Year	District	Street	From	To	Type
2020	7	Slayden Dr	E Sunshine	Ridgeline	Sealant
2020	7	St Cloud	W Woodlawn	Bandera Rd	Rehabilitation
2020	7	Tarywood	Barryhill	Tarywood	Rehabilitation
2020	7	Timberhill Dr	Clearwater Blvd	COSA City Limits	Rehabilitation
2020	7	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	7	W Huisache Ave	Kampmann Ave	N Zarzamora	Sealant
2020	7	W Magnolia Ave	Wilson Blvd	N Zarzamora	Sealant
2020	7	W Mistletoe	Kampmann Ave	San Antonio Ave	Sealant
2020	7	W Quill Dr	Benrus	Bandera Rd	Sealant
2020	7	W Summit	St Cloud	Kampmann Ave	Sealant
2020	7	Wickersham	Guilbeau Rd	Tezel Rd	Sealant
2020	7	Wickersham	Tezel Rd	Tezel Rd	Sealant
2020	7	Wildflower	Bandera Rd	Parkway Dr	Rehabilitation
2020	7	Wincheap Farm	Ridingate Farm	Dead End	Sealant
2020	7	Winridge	Shadydale	Cul-De-Sac	Sealant
2021	7	Abe Lincoln Rd	Horn Blvd	Oxford Trace	Sealant
2021	7	Ambush Dr	Zebulon Dr	Rochelle Rd	Rehabilitation
2021	7	Andersonville Ln	Mary Todd Dr	Kitchener Rd	Rehabilitation
2021	7	Bangor St	Nw 36th St	Dead End	Sealant
2021	7	Big Bethel Dr	Oglethorpe Dr	Oglethorpe Dr	Rehabilitation
2021	7	Blockade Dr	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2021	7	Bloomfield Dr	Sunnycrest Dr	Bandera Rd	Rehabilitation
2021	7	Broxton Dr	Oglethorpe Dr	Oglethorpe Dr	Rehabilitation
2021	7	Charleston Ln	Mary Todd Dr	Cul-De-Sac	Rehabilitation
2021	7	Chattanooga Dr	Mary Todd Dr	Mary Todd Dr	Rehabilitation
2021	7	Clearview Dr	Callaghan Rd	Hillcrest Dr	Sealant
2021	7	Country Blf	Horn Blvd	Country Field	Sealant
2021	7	Country Flower	Country Blf	Abe Lincoln Rd	Sealant
2021	7	Donaldson Ave	St Cloud	Shearer Blvd	Sealant
2021	7	Efron Ave	Griggs Ave	Dead End	Rehabilitation
2021	7	Evers Rd	Nw Loop 410 Access Rd	Forest Dell	Rehabilitation
2021	7	Farrow Place	Merkens	Gillis Dr	Rehabilitation
2021	7	Fishers Hill Dr	Oxford	Mary Todd Dr	Rehabilitation
2021	7	Globe Ave	W Broadview Dr	Hillcrest Dr	Rehabilitation
2021	7	Hillcrest Dr	Bandera Rd	Willard Dr	Sealant
2021	7	Hillcrest Dr	E Midcrest	Bandera Rd	Sealant
2021	7	Huebner Rd	Babcock Rd	Leon Valley City Limits	Sealant
2021	7	John Adams Dr	Colleen	St Cloud	Sealant
2021	7	Johnny Reb Dr	Rochelle Rd	Oglethorpe Dr	Rehabilitation
2021	7	Kitchener Rd	Hollyhock Rd	Rochelle Rd	Sealant
2021	7	Leslie Rd	Braun	Loop 1604	Sealant
2021	7	Manassas Dr	Red Leg Dr	Fishers Hill Dr	Rehabilitation
2021	7	Marblehill Dr	Mary Todd Dr	Kitchener Rd	Rehabilitation
2021	7	Merkens	Wurzbach Rd	Cary Grant Dr	Rehabilitation

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Year	District	Street	From	To	Type
2021	7	Nw 36th St	Willard Dr	W Woodlawn Ave	Sealant
2021	7	Oak Knoll Dr	Moondance	Parkway Dr	Rehabilitation
2021	7	Oglethorpe Dr	Fishers Hill Dr	Johnny Reb Dr	Rehabilitation
2021	7	Overbrook	Babcock Rd	E Sunshine	Rehabilitation
2021	7	Ozark	Balcones Heights Rd	Coyle Place	Sealant
2021	7	Parkway Dr	Oak Knoll Dr	Callaghan Rd	Rehabilitation
2021	7	Perkins Dr	Rochelle Rd	Rochelle Rd	Rehabilitation
2021	7	Program Management Services	City Wide	City Wide	Rehabilitation
2021	7	Red Leg Dr	Manassas Dr	Manassas Dr	Rehabilitation
2021	7	Royal Stable	Rosewood Crest	Cul-De-Sac	Sealant
2021	7	Secession Ln	Johnny Reb Dr	Cul-De-Sac	Rehabilitation
2021	7	St Cloud	Babcock Rd	W Woodlawn	Rehabilitation
2021	7	Sunnyland	Cloudcroft Dr	Bloomfield Dr	Sealant
2021	7	Tifton Dr	Manassas Dr	Hinesville Dr	Rehabilitation
2021	7	Tillman	Sutton	E Sunshine	Sealant
2021	7	Torino Dr	Callaghan Ave	Vega Dr & Magic Dr	Sealant
2021	7	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	7	Vaughan Place	Babcock Rd	Loma Linda Dr	Sealant
2021	7	W Broadview Dr	Ingram Rd	W Quill Dr	Sealant
2021	7	W Woodlawn	Maiden Ln	N Zarzamora	Sealant
2021	7	Whitby Rd	Abe Lincoln Rd	Pecan Cross	Sealant
2021	7	Wilderness Gap	Shadystone Dr	Windward Trace	Sealant
2021	7	Wilson Blvd	Donaldson Ave	W Craig Place	Sealant
2022	7	Adaes	Culebra Rd	S Josephine Tobin	Sealant
2022	7	Ashstone Hill	Bluestone Crk	Cul-De-Sac	Sealant
2022	7	Autumn Shade	Old Tezel Rd	Autumn Storm	Sealant
2022	7	Baird Ave	Dead End	Maiden Ln	Sealant
2022	7	Bartmer St	Benrus	Dead End	Rehabilitation
2022	7	Belfair	Marquette	Bangor St	Sealant
2022	7	Benrus	Ingram Rd	Hemphill St	Sealant
2022	7	Benrus	Oakwood Dr	W Quill Dr	Sealant
2022	7	Benrus	Hemphill St	Culebra Rd	Rehabilitation
2022	7	Blackstone Crk	Turquoise Crk	Limestone Pond	Sealant
2022	7	Bluestone Crk	Stonefield Place	Stonefield Place	Sealant
2022	7	Brandywine Ave	Maiden Ln	Nw 36th St	Sealant
2022	7	Brandywine Ave	Atwood Ln	Maiden Ln	Rehabilitation
2022	7	Bresnahan	Bandera Rd	John Barrett Dr	Sealant
2022	7	Brockman	Dead End	Dead End	Rehabilitation
2022	7	Cabin Crk	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2022	7	Cannon	Edgecliff	Dead End	Sealant
2022	7	Clear Water	Cul-De-Sac	Cul-De-Sac	Sealant
2022	7	Club Dr	Fredericksburg Rd	Wilson Blvd	Sealant
2022	7	Coralstone Dr	Limestone Pond	Stonefield Place	Sealant
2022	7	Country Green	Country Elm	Country Rose	Sealant

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Year	District	Street	From	To	Type
2022	7	Country Vista	Country Dawn	Country Lawn	Sealant
2022	7	Crossette Dr	Hillcrest Dr	Sunshine Ranch Rd	Rehabilitation
2022	7	Diamond Gap	Blackstone Crk	Cul-De-Sac	Sealant
2022	7	Donaldson Ave	Shearer Blvd	Fredericksburg Rd	Rehabilitation
2022	7	Duke Ave	W Woodlawn	Wake Forrest	Sealant
2022	7	Dulce	Marconi Dr	Dead End	Rehabilitation
2022	7	Echo Gap	Blackstone Crk	Cul-De-Sac	Sealant
2022	7	Emory	Bandera Rd	W Mistletoe	Sealant
2022	7	Fairburn	Staplehurst	Grovehill Dr	Sealant
2022	7	Furr Dr	Fredericksburg Rd	Lake Blvd	Sealant
2022	7	Germania St	Cincinnati Ave	W Mistletoe	Sealant
2022	7	Granite Crk	Timber Bend	Swift Crk	Sealant
2022	7	Hemphill St	Benrus	W Broadview Dr	Sealant
2022	7	Hickory St	W Huisache Ave	W Mistletoe	Rehabilitation
2022	7	Hope Dr	Oakwood Dr	Oakwood Dr	Sealant
2022	7	Horn Blvd	Prue Rd	Babcock Rd	Sealant
2022	7	Kingswood	Marshwood	Lake Louise	Sealant
2022	7	Lake Blvd	Club Dr	W Woodlawn Ave	Rehabilitation
2022	7	Lake Louise	Kingswood	Ingram Rd	Sealant
2022	7	Laven Dr	Rubidoux	Marconi Dr	Rehabilitation
2022	7	Limestone Pond	Blackstone Crk	Summerstone	Sealant
2022	7	Lomax	Huebner Rd	Apple Green Rd	Sealant
2022	7	Mainland	Oak Island Dr	Marina Dr	Rehabilitation
2022	7	Manor Dr	Haverhill Dr	W Magnolia Ave	Rehabilitation
2022	7	Marconi Dr	Dulce	Noriega St	Rehabilitation
2022	7	Marquette	Hillcrest Dr	Camino Santa Maria	Sealant
2022	7	Mary Louise	Kampmann Blvd	Fredericksburg Rd	Rehabilitation
2022	7	Mary Todd Dr	Abe Lincoln Rd	Rochelle Rd	Rehabilitation
2022	7	Moss Crk	Cul-De-Sac	Cul-De-Sac	Sealant
2022	7	N Westberry	E Broadview Dr	E Broadview Dr	Rehabilitation
2022	7	Noriega St	Marconi Dr	Dead End	Rehabilitation
2022	7	Program Management Services	City Wide	City Wide	Rehabilitation
2022	7	Raleigh Place	Babcock Rd	Ozark	Rehabilitation
2022	7	Rambling Trail Dr	Horn Blvd	Trailway Oak	Rehabilitation
2022	7	Rita	Pettus St	Cul-De-Sac	Sealant
2022	7	River Elms	Western Sun	Cul-De-Sac	Sealant
2022	7	Rubidoux	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2022	7	Sandy Trl	Rambling Trail Dr	Cul-De-Sac	Rehabilitation
2022	7	Shady Elms	Western Sun	Prue Rd	Sealant
2022	7	Spotted Trl	Sandy Trl	Cul-De-Sac	Rehabilitation
2022	7	Stonecroft	Bandera Rd	Stonefield Place	Sealant
2022	7	Stonefield Place	W Loop 1604 N Access Rd	Wilderness Gap	Sealant
2022	7	Summerstone	Turquoise Crk	Limestone Pond	Sealant
2022	7	Terra Rye	Horn Blvd	Prue Rd	Sealant

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Year	District	Street	From	To	Type
2022	7	Timberhill Dr	Stillbrook	Pebble Crk	Sealant
2022	7	Trailmeadow	Rambling Trail Dr	Cul-De-Sac	Rehabilitation
2022	7	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	7	Turquoise Crk	Blackstone Crk	Summerstone	Sealant
2022	7	Vollum Ave	W French Place	W Mistletoe	Sealant
2022	7	W French Place	St Cloud	N Zarzamora	Sealant
2022	7	W Mistletoe	St Cloud	Wilson Blvd	Sealant
2022	7	W Mistletoe	San Antonio Ave	N Zarzamora	Sealant
2022	7	Western Skies	Westfield Place	Cul-De-Sac	Sealant
2022	7	Western Sun	Western Skies	Rosefield	Sealant
2022	7	Westfield Place	Western Skies	Prue Rd	Sealant
2022	7	Zachry Dr	E Sunshine	Bandera Rd	Rehabilitation
2018	7,8	Babcock Rd	Duquesne	Callaghan Rd	Rehabilitation
2018	7,8	Baywater Dr	Lyceum	Newcome Dr	Rehabilitation
2020	7,8	Newcome Dr	Cambray Dr	Baywater Dr	Rehabilitation
2021	7,8	Callaghan Rd	Fredericksburg Rd	Torino Dr	Rehabilitation
2021	7,8	Callaghan Rd	Magic Dr	Pinebrook Dr	Rehabilitation
2022	7,8	Westfield Place	Prue Rd	Prue Rd	Rehabilitation
2018	8	Abbottswood	Bloomwood	Cul-De-Sac	Rehabilitation
2018	8	Arbor Spring Dr	Country Spg	Ocean Spg	Sealant
2018	8	Augsberg	Wittenburg Dr	Cul-De-Sac	Sealant
2018	8	Autumn Vista	De Zavala Rd	Amble Trl	Rehabilitation
2018	8	Babcock Rd	N Loop 1604 W Access Rd	S Hausman Rd	Sealant
2018	8	Babcock Rd	Louis Pasteur	Accolon Dr	Rehabilitation
2018	8	Bellwood	Gravetree	Cul-De-Sac	Rehabilitation
2018	8	Blazing Trl	Wandering Trl	Valle De Zavala	Rehabilitation
2018	8	Bloomwood	Braidwood	Calderwood	Rehabilitation
2018	8	Blythewood	Bloomwood	Cul-De-Sac	Rehabilitation
2018	8	Braidwood	Gravetree	Cul-De-Sac	Rehabilitation
2018	8	Broadwood	Bloomwood	Calderwood	Rehabilitation
2018	8	Callaghan Rd	Babcock Rd	Fredericksburg Rd	Sealant
2018	8	Capeswood	Lyngrove	Cloverwood	Rehabilitation
2018	8	Castle Bend Dr	Lockhill-selma Rd	Hunters Bow	Sealant
2018	8	Castle George	Hunters Bow	Castle Crest	Sealant
2018	8	Chase Hill Blvd	Babcock Rd	N Loop 1604 W	Sealant
2018	8	Chedder Dr	Cambray Dr	Baywater Dr	Rehabilitation
2018	8	Country Spg	Enchanted Spring Dr	Maple Spg	Sealant
2018	8	Enchanted Spring Dr	Country Spg	Ocean Spg	Sealant
2018	8	Gravetree	Bloomwood	Spring Time Dr	Rehabilitation
2018	8	Grey Fox Terrace	Green Glen Dr	Cotton Tail Ln	Rehabilitation
2018	8	Hunters Arrow	Hunters Wind	Cul-De-Sac	Sealant
2018	8	Hunters Bay	Hunters Breeze	Cul-De-Sac	Sealant
2018	8	Hunters Bow	Hunters Cir	George Rd	Sealant
2018	8	Hunters Breeze	Hunters Pier	Hunters Cir	Sealant

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Year	District	Street	From	To	Type
2018	8	Hunters Cir	Lockhill-selma Rd	Hunters Rdg	Sealant
2018	8	Hunters Cir	Hunters Rdg	N Hunters Cir & Hunters Meadow	Sealant
2018	8	Hunters Cliff	Hunters Breeze	Hunters Pier	Sealant
2018	8	Hunters Dawn	Hunters Sound	Cul-De-Sac	Sealant
2018	8	Hunters Dew	N Hunters Cir	Hunters Rdg	Sealant
2018	8	Hunters Dove	Hunters Breeze	Cul-De-Sac	Sealant
2018	8	Hunters Dream	Hunters Breeze	Cul-De-Sac	Sealant
2018	8	Hunters Dusk	Hunters Ledge	Cul-De-Sac	Sealant
2018	8	Hunters Fern	Hunters Run	Cul-De-Sac	Sealant
2018	8	Hunters Fox	Hunters Run	Hunters Stand	Sealant
2018	8	Hunters Gate	N Hunters Cir	Hunters Rdg	Sealant
2018	8	Hunters Glade	N Hunters Cir	Hunters Valley	Sealant
2018	8	Hunters Green	Meadow Cir	Oak Sprawl	Rehabilitation
2018	8	Hunters Holw	N Hunters Cir	Cul-De-Sac	Sealant
2018	8	Hunters Lark	Hunters Trl	Hunters Pier	Sealant
2018	8	Hunters Ledge	Hunters Breeze	Hunters Run	Sealant
2018	8	Hunters Pier	Hunters Cliff	Hunters Breeze	Sealant
2018	8	Hunters Raven	Maple Park Dr	Hunters Moon	Rehabilitation
2018	8	Hunters Rdg	Hunters Cir	Cul-De-Sac	Sealant
2018	8	Hunters Run	Hunters Breeze	Hunters Ledge	Sealant
2018	8	Hunters Sound	Hunters Spg	Hunters Meadow	Sealant
2018	8	Hunters Spg	Hunters Sound	Hunters Meadow	Sealant
2018	8	Hunters Stand	Hunters Fox	Hunters Breeze	Sealant
2018	8	Hunters Star	Hunters Hawk	Dead End Or Cul De Sac	Sealant
2018	8	Hunters Valley	Hunters Glade	Hunters Sound	Sealant
2018	8	Hunters Walk	Hunters Ledge	Hunters Ledge	Sealant
2018	8	Hunters Wind	Hunters Cir	Hunters Arrow	Sealant
2018	8	Lockhill Rd	Babcock Rd	Southwell Rd	Sealant
2018	8	Louis Pasteur	Ewing Halsell	Babcock Rd	Sealant
2018	8	Lyngrove	Autumn Vista	Capeswood	Rehabilitation
2018	8	Maple Park Dr	Hunters Land	Bluestone	Rehabilitation
2018	8	Maple Spg	Country Spg	Ocean Spg	Sealant
2018	8	Material Budget	City Wide	City Wide	Rehabilitation
2018	8	Midhorizon Dr	IH 10 W Access Rd	Cul-De-Sac	Rehabilitation
2018	8	Moss Brook Dr	Babcock Rd	Cul-De-Sac	Sealant
2018	8	Mossford	Moss Brook Dr	Cul-De-Sac	Sealant
2018	8	Mountain Spring Dr	Country Spg	Spring Rain Dr	Sealant
2018	8	N Hunters Cir	Hunters Meadow	Cul-De-Sac	Sealant
2018	8	Newcome Dr	Cambray Dr	Wurzbach Rd	Sealant
2018	8	North Hills Village Dr	N Loop 1604 W Access Rd	Utsa Blvd	Rehabilitation
2018	8	Oak Grove Dr	Green Glen Dr	Wild Eagle Rd	Rehabilitation
2018	8	Ocean Spg	Enchanted Spring Dr	Maple Spg	Sealant
2018	8	Old Manse	Spotswood	Cul-De-Sac	Rehabilitation
2018	8	Palmdale	Pinebluff	Cul-De-Sac	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	8	Program Management Services	City Wide	City Wide	Rehabilitation
2018	8	Purple Sage Rd	Green Glen Dr	Hummingbird Hill	Rehabilitation
2018	8	Rains Ct	Sugarhill Dr	Cul-De-Sac	Rehabilitation
2018	8	Red Robin Rd	N Loop 1604 W Access Rd	Dead End Or Cul De Sac	Rehabilitation
2018	8	Sandpiper Park Dr	Cedar Park	Redlands Park Dr	Sealant
2018	8	Seco Crk	Chase Hill Blvd	Dead End	Sealant
2018	8	Sharpsburg	Spotswood	Ramsgate	Rehabilitation
2018	8	Shavano Hill	Shavano Way	Shavano Woods	Rehabilitation
2018	8	Shavano Place	Shavano Way	Shavano Woods	Rehabilitation
2018	8	Shavano Way	Shavano Place	Shavano Hill	Rehabilitation
2018	8	Spectrum One	IH 10 W Access Rd	Dead End	Rehabilitation
2018	8	Spring Arbor Dr	Spring Branch Dr	Spring Well Dr	Rehabilitation
2018	8	Spring Branch Dr	Spring Shadow Dr	Cul-De-Sac	Rehabilitation
2018	8	Spring Dale Dr	Spring Front Dr	Cul-De-Sac	Sealant
2018	8	Spring Life	Spring Front Dr	Cul-De-Sac	Sealant
2018	8	Spring Mint	Spring Terrace	Cul-De-Sac	Sealant
2018	8	Spring Pine	Spring Terrace	Cul-De-Sac	Sealant
2018	8	Spring Song	Spring Front Dr	Cul-De-Sac	Sealant
2018	8	Spring Well Dr	Spring Arbor Dr	Cul-De-Sac	Rehabilitation
2018	8	Sunset Village Dr	Sunshine Tree Dr	Spring Rain Dr	Sealant
2018	8	Sunshine Tree Dr	Sunset Village Dr	Spring Rain Dr	Sealant
2018	8	Tejas Trail East	Great Navajo	Camp Bullis Rd	Rehabilitation
2018	8	Tejas Trail West	Point Comanche	Brenthurst Ln	Rehabilitation
2018	8	Tejas Trail West	Camp Bullis Rd	Point Comanche	Rehabilitation
2018	8	Texas Elm	Lockhill-selma Rd	Huebner Rd	Rehabilitation
2018	8	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	8	Vance Jackson	Indian Meadows Dr	Huebner Rd	Rehabilitation
2018	8	Von Scheele Dr	Medical Dr	Wurzbach Rd	Sealant
2018	8	Wandering Trl	Desert Trl	Blazing Trl	Rehabilitation
2018	8	Wandering Trl	Blazing Trl	Cul-De-Sac	Rehabilitation
2018	8	Wellsprings Cir	Wellsprings Dr	Cul-De-Sac	Sealant
2018	8	Wellsprings Dr	Vance Jackson	Cul-De-Sac	Sealant
2018	8	Wood Pt	Wilderness Wood	George Rd	Rehabilitation
2019	8	Apaloosa Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Arrow Oaks	Amberdale Oak	The Drag	Sealant
2019	8	Arrow Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Atoko Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Augsberg	Wittenburg Dr	Cul-De-Sac	Rehabilitation
2019	8	Babcock Rd	N Loop 1604 W Access Rd	Wild Eagle Rd	Rehabilitation
2019	8	Bavaria Ct	Wittenburg Dr	Cul-De-Sac	Sealant
2019	8	Beacon Park Dr	Corian Park	Dead End Or Cul De Sac	Rehabilitation
2019	8	Beartrap Ln	Huntsman Rd	Dead End Or Cul De Sac	Rehabilitation
2019	8	Beaver Tree	Bluestone	Woller Rd	Rehabilitation
2019	8	Berg Blvd	Wittenburg Dr	Cul-De-Sac	Sealant

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Year	District	Street	From	To	Type
2019	8	Bluffcreek Dr	Bluffdale	Medical Dr	Rehabilitation
2019	8	Bluffdale	Fairhaven St	Bluffcreek Dr	Rehabilitation
2019	8	Brave Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Bristle Oak Dr	Falcon Oak Dr	Cul-De-Sac	Sealant
2019	8	Briston Park Dr	Autumn Park	Falcon Oak Dr	Sealant
2019	8	Buffalo Hills	Cul-De-Sac	Dead End	Rehabilitation
2019	8	Caldwell Crest	Hays Hill	Cul-De-Sac	Sealant
2019	8	Calmon Park	Autumn Park	Cul-De-Sac	Sealant
2019	8	Camp Bullis Rd	Ih 10 W Access Rd	Babcock Rd	Sealant
2019	8	Castle Crest	Castle Bend Dr	Castle George	Rehabilitation
2019	8	Caston Park Dr	Redbush Park	Cul-De-Sac	Sealant
2019	8	Cavern Park Dr	Corian Park	Dead End Or Cul De Sac	Rehabilitation
2019	8	Champions Gate	Loop 1604 W Access Rd	Kyle Seale Pkwy	Sealant
2019	8	Chimney Oak Dr	Corian Park	Dead End Or Cul De Sac	Rehabilitation
2019	8	Chisom Creek Dr	Utsa Blvd	Dead End	Sealant
2019	8	Chuska Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Cinnamon Crk	Fredericksburg Rd	Hamilton Wolfe	Sealant
2019	8	Cinnamon Hill	Hamilton Wolfe	Gus Eckert Rd	Sealant
2019	8	Corian Park	Maple Park Dr	Woller Rd	Rehabilitation
2019	8	Cozy Trl	Desert Trl	Cul-De-Sac	Sealant
2019	8	Edwards Edge	Luskey Blvd	Cul-De-Sac	Sealant
2019	8	Enterprise Dr	Lou Mell	Capital Port Dr	Rehabilitation
2019	8	Ewing Halsell	Hamilton Wolfe	Louis Pasteur	Sealant
2019	8	Fairhaven St	Datapoint	Dead End	Rehabilitation
2019	8	Field Ct	Chisom Creek Dr	Cul-De-Sac	Sealant
2019	8	Flintwood Cir	Lost Lake	Dead End Or Cul De Sac	Rehabilitation
2019	8	Frontier Hills	Buffalo Hills	Singing Forest	Rehabilitation
2019	8	Grey Park Dr	Aspen Park Dr	Cul-De-Sac	Sealant
2019	8	Hamlen Park Dr	Farlin Park Dr	Redbush Park	Sealant
2019	8	Hart Cliff	Hart Field	Elk Valley	Sealant
2019	8	Hart Field	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	8	Havasu Hills	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Hays Hill	Real Rdg	Edwards Edge	Sealant
2019	8	Heuermann Rd	Ih 10 W Access Rd	Milsa Dr	Sealant
2019	8	Hill Creek Dr	Camp Bullis Rd	Cul-De-Sac	Sealant
2019	8	Hunters Moon	Hunters Land	Hunters Raven	Sealant
2019	8	Hunters Mount	Hunters Land	Cul-De-Sac	Sealant
2019	8	Idabel Park Dr	Autumn Park	Cul-De-Sac	Sealant
2019	8	La Sierra Blvd	Strauss	Cul-De-Sac	Sealant
2019	8	Larimer Sq	Spring Time Dr	Cul-De-Sac	Sealant
2019	8	Legend Ln	Camp Bullis Rd	Wittenburg Dr	Rehabilitation
2019	8	Legend Ln	Singing Forest	Camp Bullis Rd	Rehabilitation
2019	8	Llano Ledge	Real Rdg	Cul-De-Sac	Sealant
2019	8	Lost Lake	Red Deer Pass	Beartrap Ln	Rehabilitation

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Year	District	Street	From	To	Type
2019	8	Matchlock Cir	Lost Lake	Dead End Or Cul De Sac	Rehabilitation
2019	8	Mazattan Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Merton Minter	Wurzbach Pkwy	Babcock Rd	Sealant
2019	8	Mesa Verde	Dawn Haven	Cul-De-Sac	Rehabilitation
2019	8	Munich Rd	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	8	Oak Grove Dr	Wild Eagle Rd	Cul-De-Sac	Sealant
2019	8	Oakland Rd	Huebner Rd	Prue Rd	Rehabilitation
2019	8	Oaktree Park	Cedar Park	Cul-De-Sac	Sealant
2019	8	Ocean Glade	Hunters Land	Corian Park	Rehabilitation
2019	8	Park Corner	Park Manor	Park Forest	Rehabilitation
2019	8	Park Forest	Park Corner	Park Gate	Rehabilitation
2019	8	Parkwood Way	Cedar Park	Cul-De-Sac	Sealant
2019	8	Pathfinder	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	8	Program Management Services	City Wide	City Wide	Rehabilitation
2019	8	Purple Sage Rd	Hummingbird Hill	Cul-De-Sac	Sealant
2019	8	Real Rdg	Hays Hill	Luskey Blvd	Sealant
2019	8	Rim Dr	Ih 10 W Access Rd	Worth Pkwy	Sealant
2019	8	Royal Forest	Cul-De-Sac	Chateau Forest	Sealant
2019	8	Shady Hollow Ln	Little Wren Ln	White Fawn Dr	Sealant
2019	8	Singing Forest	Washita Way	Buffalo Hills	Rehabilitation
2019	8	Stable Brook Dr	Stable Brook Dr	Cul-De-Sac	Rehabilitation
2019	8	Stable Farm	Stable Pass	Dead End Or Cul De Sac	Rehabilitation
2019	8	Stable Fork Dr	Stable Trail Dr	Cul-De-Sac	Rehabilitation
2019	8	Stable Knoll Dr	Stable Trail Dr	Dead End Or Cul De Sac	Rehabilitation
2019	8	Stable Pass	Stable Trail Dr	Stable Brook Dr	Rehabilitation
2019	8	Stable Ridge Dr	Stable Briar	Dead End Or Cul De Sac	Rehabilitation
2019	8	Stable Square Dr	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	8	Sugarhill Dr	Vance Jackson	Lands Run	Sealant
2019	8	Summer Oaks	Ih 10 W Access Rd	Camp Bullis Rd	Sealant
2019	8	The Drag	Utsa Blvd	Roadrunner Way	Rehabilitation
2019	8	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	8	University Vw	Splendor View Dr	Cul-De-Sac	Sealant
2019	8	Usaa Blvd	Huebner Blf	Fredericksburg Rd	Sealant
2019	8	Wagner Way	Cul-De-Sac	Cul-De-Sac	Sealant
2019	8	Wandering Trl	Desert Trl	Amble Trl	Sealant
2019	8	Washita Way	Singing Forest	Mazattan Way	Rehabilitation
2019	8	Waxachie Way	Washita Way	Cul-De-Sac	Rehabilitation
2019	8	Wittenburg Dr	Wagner Way	Cul-De-Sac	Rehabilitation
2019	8	Woller Rd	Hausman Rd	Dead End	Sealant
2019	8	Worth Pkwy	Ih 10 W Access Rd	La Cantera Pkwy	Sealant
2019	8	Wurzbach Rd	Babcock Rd	Medical Dr	Rehabilitation
2020	8	Autumn Park	Cedar Park	Redlands Park Dr	Sealant
2020	8	Baywater Stage	Buck Crk	Boerne Stage Rd	Sealant
2020	8	Bluemel	Fredericksburg Rd	Wurzbach Rd	Rehabilitation

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Year	District	Street	From	To	Type
2020	8	Bonito Park	Cedar Park	Cul-De-Sac	Rehabilitation
2020	8	Cresta Bella	Camp Bullis Rd	Ih 10 W Access Rd	Sealant
2020	8	Datapoint	Wurzbach Pkwy	Fredericksburg Rd	Sealant
2020	8	Doe Ln	High Mountain Rd	Shady Hollow Ln	Sealant
2020	8	Epsilon	Farinon Dr	Cul-De-Sac	Sealant
2020	8	Farinon Dr	Northwest Pkwy	Ih 10 W Access Rd	Sealant
2020	8	Floyd Curl	Huebner Rd	Hamilton Wolfe	Rehabilitation
2020	8	Foothills Ct	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2020	8	Great Cedar	Rocky Cedar	Cul-De-Sac	Rehabilitation
2020	8	Hohmann Ct	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2020	8	Hollyhock Rd	Southwell Rd	Babcock Rd	Sealant
2020	8	Hummingbird Hill	Dead End	Cul-De-Sac	Sealant
2020	8	Kings Forest	Park Corner	Orsinger Ln	Sealant
2020	8	Leon Creek Dr	Cedar Ln	Camp Bullis Rd	Sealant
2020	8	Lou Mell	Enterprise Dr	Bacon Rd	Rehabilitation
2020	8	Milsa Dr	Ih 10 W Access Rd	Heuermann Rd	Rehabilitation
2020	8	Northampton	Wurzbach	Greentree	Sealant
2020	8	Northwest Pkwy	Farinon Dr	Ih 10 W Access Rd	Rehabilitation
2020	8	Old Cedar Blvd	Tall Cedar	Babcock Rd	Rehabilitation
2020	8	Program Management Services	City Wide	City Wide	Rehabilitation
2020	8	Queens Forest	Hunters Trl	Chateau Forest	Rehabilitation
2020	8	Robin Perch	Robin Vw	Cotton Tail Ln	Sealant
2020	8	Rocky Cedar	Spotted Cedar	Cul-De-Sac	Rehabilitation
2020	8	South Village Dr	Utsa Blvd	East Hillside	Rehabilitation
2020	8	Splendor View Dr	Chisom Creek Dr	Utsa Blvd	Rehabilitation
2020	8	Spotted Cedar	Rocky Cedar	Tall Cedar	Rehabilitation
2020	8	Tall Cedar	Spotted Cedar	Rocky Cedar	Rehabilitation
2020	8	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	8	University Row	Babcock Rd	Cul-De-Sac	Rehabilitation
2020	8	Vance Jackson	La Cantera Pkwy	Presidio	Sealant
2020	8	Venado Trace	Prue Rd	Providence Way	Rehabilitation
2020	8	White Bonnet Rd	Hollyhock Rd	Lockhill Rd	Rehabilitation
2020	8	Wild Eagle Rd	Grey Fox Terrace	Babcock Rd	Sealant
2020	8	Woller Path	Woller Place	Woller Trl	Rehabilitation
2020	8	Woller Valley	Woller Place	Woller Trl	Rehabilitation
2020	8	Woodstone	Ih 10 W Access Rd	Vance Jackson	Sealant
2021	8	Alameda Rdg	Newoak Park	Cul-De-Sac	Sealant
2021	8	Almond Park	Candle Park	Moonlit Park	Sealant
2021	8	Autumn Vista	De Zavala Rd	Spring Time Dr	Sealant
2021	8	Barrel Oak	Cluster Oak	Cul-De-Sac	Sealant
2021	8	Bee Cave	Cluster Oak	Cul-De-Sac	Sealant
2021	8	Big Meadows Ln	Stockbridge Ln	Shadow Path	Rehabilitation
2021	8	Camp Bullis Rd	Ih 10 W Access Rd	Tejas Trail East	Sealant
2021	8	Candle Park	Cascade Oak Dr	Moonlit Park	Sealant

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Year	District	Street	From	To	Type
2021	8	Cascade Oak Dr	Cedar Park	Candle Park	Rehabilitation
2021	8	Cedar Mill	Hunters Green Dr	Peppermill Run	Sealant
2021	8	Cluster Oak	Bee Cave	Barrel Oak	Sealant
2021	8	Colony Dr	Vance Jackson	Ih 10 W Access Rd	Rehabilitation
2021	8	Country Villa	Cedar Mill	Cul-De-Sac	Sealant
2021	8	Diamond Park	Autumn Park	Cul-De-Sac	Rehabilitation
2021	8	Elk Park	`	Moonlit Park	Sealant
2021	8	Fairoak Crossing	Hunters Green Dr	Peppermill Run	Sealant
2021	8	Fawn Meadow	Floyd Curl	Valley Green Rd	Sealant
2021	8	George Rd	Cedar Canyon	Nw Military Hwy	Sealant
2021	8	Gingerwood	Hunters Green Dr	Peppermill Run	Sealant
2021	8	Green Glen Dr	Babcock Rd	Dead End	Sealant
2021	8	Hunters Green Dr	Nw Military Hwy	Nw Military Hwy	Sealant
2021	8	Indian Ridge Cir	Indian Ridge Dr	Cul-De-Sac	Sealant
2021	8	Indian Ridge Dr	Hunters Green Dr	Cul-De-Sac	Sealant
2021	8	Indian Ridge Dr	Hunters Green Dr	Peppermill Run	Sealant
2021	8	La Cantera Pkwy	N Loop 1604 W	Ih 10 W	Sealant
2021	8	La Cantera Pkwy	Ih 10 W Access Rd	Dead End	Sealant
2021	8	Luskey Blvd	Babcock Rd	Camp Bullis Rd	Rehabilitation
2021	8	Malapai Park	Autumn Park	Cul-De-Sac	Rehabilitation
2021	8	Morino Park	Autumn Park	Spanish Wood	Rehabilitation
2021	8	Oak Dr	Ih 10 W Access Rd	Milsa Dr	Rehabilitation
2021	8	Oakstead	Hunters Green Dr	Cul-De-Sac	Sealant
2021	8	Peppermill Run	Woodstream	Cul-De-Sac	Sealant
2021	8	Program Management Services	City Wide	City Wide	Rehabilitation
2021	8	Rainfall Park	Elk Park	Cul-De-Sac	Sealant
2021	8	Rocky Pine Woods	Dead End	Fringetree Woods	Sealant
2021	8	Sequoia Wood	Autumn Park	Spanish Wood	Rehabilitation
2021	8	Spring Brook Dr	Spring Time Dr	Spring Mont Dr	Rehabilitation
2021	8	Spring Forest Dr	Spring Time Dr	Spring Mont Dr	Rehabilitation
2021	8	Spring Haven	Spring Time Dr	Spring Mont Dr	Rehabilitation
2021	8	Spring Hollow Dr	Spring Time Dr	Spring Mont Dr	Rehabilitation
2021	8	Spring Manor Dr	Spring Time Dr	Spring Mont Dr	Rehabilitation
2021	8	Spring Rose Dr	Spring Time Dr	Dead End	Rehabilitation
2021	8	Spring Shadow Dr	Spring Time Dr	Dead End	Rehabilitation
2021	8	Sunset Haven Dr	Babcock Rd	Autumn Vista	Sealant
2021	8	Tradesman Dr	N Loop 1604 W Access Rd	Quarry Run	Rehabilitation
2021	8	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	8	Verbena Rd	Southwell Rd	Oakland Rd	Rehabilitation
2021	8	W Hausman Rd	N Loop 1604 W Access Rd	Ridge Oak Pkwy	Sealant
2022	8	Albeon Park Dr	Farlin Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Allison Blf	Lost Blf	Cul-De-Sac	Rehabilitation
2022	8	Arbor Blf	Flower Blf	Cul-De-Sac	Sealant
2022	8	Autumn Blf	Lost Blf	Prue Rd	Rehabilitation

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Year	District	Street	From	To	Type
2022	8	Blue Flax Cv	Prairie Lace	Cul-De-Sac	Rehabilitation
2022	8	Bluesage Cv	Stone Crop Ln	Cul-De-Sac	Rehabilitation
2022	8	Calderwood	Bloomwood	Broadwood	Sealant
2022	8	Camomile Cv	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Capital Port Dr	Tradesman Dr	Dead End	Rehabilitation
2022	8	Cedar Park	Prue Rd	Maple Park Dr	Rehabilitation
2022	8	Cielo Vista Dr	Ih 10 W Access Rd	City Limits	Rehabilitation
2022	8	Cogburn	Sebastian Place	De Zavala Rd	Rehabilitation
2022	8	Copper Cave	Royal Well	Huntsman Rd	Sealant
2022	8	Coral Bean Cv	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Creek Dawn	Huebner Rd	Cul-De-Sac	Rehabilitation
2022	8	Creek Mist	Huebner Rd	Cul-De-Sac	Rehabilitation
2022	8	Creek Pt	Huebner Rd	Cul-De-Sac	Rehabilitation
2022	8	Creek Rock	Huebner Rd	Cul-De-Sac	Rehabilitation
2022	8	Cupflower Cv	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Dawn Haven	Sunset Haven Dr	Spring Time Dr	Sealant
2022	8	De Zavala Rd	Babcock Rd	Ih 10 W Access Rd	Sealant
2022	8	Deer Blf	Lost Blf	Cul-De-Sac	Sealant
2022	8	Dusty Diamond	Royal Well	Cul-De-Sac	Sealant
2022	8	Dyewood	Sequoia Wood	Cul-De-Sac	Rehabilitation
2022	8	Eagle Blf	Flower Blf	Cul-De-Sac	Rehabilitation
2022	8	Elizabeth Ct	Elizabeth Way	Elizabeth Way	Sealant
2022	8	Elizabeth Way	Elizabeth Ct	Elizabeth Ct	Sealant
2022	8	Encino Park Rd	Southwell Rd	Oakland Rd	Rehabilitation
2022	8	Falcon Oak Dr	Cedar Park	Briston Park Dr	Rehabilitation
2022	8	Farlin Park Dr	Cedar Park	Redbush Park	Rehabilitation
2022	8	Faxon Park Dr	Autumn Park	Cul-De-Sac	Rehabilitation
2022	8	Fiesta Grande	Strauss	Dead End	Rehabilitation
2022	8	Flower Blf	Eagle Blf	Lost Blf	Sealant
2022	8	Green Blf	Lost Blf	Cul-De-Sac	Rehabilitation
2022	8	Hamilton Wolfe	Babcock Rd	Fredericksburg Rd	Sealant
2022	8	Hunting Arrow	Maple Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Hunting Bear	Maple Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Hunting Hawk	Maple Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Huntsman Lake Dr	Maple Park Dr	Huntsman Run Dr	Rehabilitation
2022	8	Huntsman Rd	Hausman Rd	Bamberger Way	Rehabilitation
2022	8	Huntsman Rd	Nature Pass	W Hausman Rd	Sealant
2022	8	Huntsman Run Dr	Maple Park Dr	Huntsman Lake Dr	Rehabilitation
2022	8	Huntsman View Dr	Maple Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Jasons Place	Elizabeth Ct	Elizabeth Ct	Rehabilitation
2022	8	Kenton Park	Redbush Park	Cul-De-Sac	Rehabilitation
2022	8	Kyle Seale Pkwy	Hausman Rd	Tuffs Holw	Sealant
2022	8	Lockhill-selma Rd	Da Zavala Rd	Huebner Rd	Sealant
2022	8	Lost Blf	Prue Rd	Flower Blf	Sealant

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Year	District	Street	From	To	Type
2022	8	Mountain Blf	Lost Blf	Cul-De-Sac	Rehabilitation
2022	8	Nature Pass	Huntsman Rd	Dead End	Sealant
2022	8	Network Blvd	Northwest Pkwy	Prue Rd	Sealant
2022	8	Oakhill Park	Cedar Park	Kimes Park Dr	Rehabilitation
2022	8	Parkwood Path	Parkwood Way	Prue Rd	Rehabilitation
2022	8	Pebble Ranch	Nature Pass	Cul-De-Sac	Sealant
2022	8	Peppervine Ln	Cul-De-Sac	Cul-De-Sac	Sealant
2022	8	Persimmon Fall	Paloma Crk	Cul-De-Sac	Sealant
2022	8	Pomona Park Dr	Oakhill Park	Cul-De-Sac	Rehabilitation
2022	8	Prairie Lace	North Hills Village Dr	North Hills Village Dr	Sealant
2022	8	Program Management Services	City Wide	City Wide	Rehabilitation
2022	8	Prue Rd	Cedar Park	Old Prue Rd & Rocky Trl	Sealant
2022	8	Rainlilly Cv	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Redbush Park	Caston Park Dr	Cul-De-Sac	Rehabilitation
2022	8	Redrock Oak	Paloma Crk	Cul-De-Sac	Sealant
2022	8	Royal Well	Copper Cave	Dusty Diamond	Sealant
2022	8	Sandia Blf	Arbor Blf	Lost Blf	Rehabilitation
2022	8	Scenic Sunset	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2022	8	Sebastian Place	West Golden Ln	Cogburn	Rehabilitation
2022	8	Shavano Peak	Rogers Pkwy	Shavano Wind	Sealant
2022	8	Sierra Oaks	Strauss	Dead End	Rehabilitation
2022	8	Soapberry Cv	Prairie Lace	Cul-De-Sac	Sealant
2022	8	Soltol Cv	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Spring Garden Dr	Cul-De-Sac	Spring Trl	Sealant
2022	8	Spring Time Dr	Babcock Rd	Dead End	Sealant
2022	8	Stone Crop Ln	North Hills Village Dr	Cul-De-Sac	Sealant
2022	8	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	8	Velez Park Dr	Cedar Park	Cul-De-Sac	Sealant
2022	8	West Golden Ln	De Zavala Rd	Sebastian Place	Rehabilitation
2022	8	Wood Blf	Arbor Blf	Lost Blf	Sealant
2022	8	Woodridge Cv	Sunset Crest	Woodridge Blf	Sealant
2022	8	Wurzbach Rd	Fredericksburg Rd	Ih 10 W Access Rd	Sealant
2022	8	York Woods	Nature Pass	Cul-De-Sac	Sealant
2019	8,9	Vance Jackson	Wurzbach Rd	Nantucket Dr	Sealant
2018	9	Amethyst Dr	Diamond Chase	Tower Terrace	Sealant
2018	9	Arbol Vista Dr	Peuplier	Cul-De-Sac	Sealant
2018	9	Arrow Bow	Long Arrow	Cul-De-Sac	Sealant
2018	9	Arrow Canyon	Cul-De-Sac	Cul-De-Sac	Sealant
2018	9	Arrow Spg	Crescent Oaks	Bent Arrow	Sealant
2018	9	Arrow Stone	Stone Oak Pkwy	Long Arrow	Sealant
2018	9	Arrow Tree	Arrow Spg	Cul-De-Sac	Sealant
2018	9	Ballet	Patricia Dr	Cul-De-Sac	Rehabilitation
2018	9	Bent Arrow	Arrow Spg	Arrow Stone	Sealant
2018	9	Blue Crk	Sugar Pine	Silver Spruce	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	9	Bluff Trl	Bluff Park Dr	Walker Ranch	Sealant
2018	9	Bluffknoll	Walker Ranch	Cul-De-Sac	Rehabilitation
2018	9	Blufflane Dr	Woodway Forest	Cul-De-Sac	Sealant
2018	9	Broadripple	Huntwick Ln	Sinsonte	Sealant
2018	9	Cloud Gate	Cloud Top	Cul-De-Sac	Sealant
2018	9	Cloud Top	Deer Crest	Dawn Crest	Sealant
2018	9	Country Wood	Wood Valley	Cul-De-Sac	Sealant
2018	9	Creek Country	Creek Holw	Encino Rio	Sealant
2018	9	Creek Farm	Creek Mountain	Creek Holw	Sealant
2018	9	Creek Hill	Creek Country	Dead End	Sealant
2018	9	Creek Holw	Creek Farm	Creek Stone	Sealant
2018	9	Creek Mountain	Creek Farm	Creek Stone	Sealant
2018	9	Creek Stone	Creek Mountain	Creek Holw	Sealant
2018	9	Crescent Ct	Crescent Park	Cul-De-Sac	Sealant
2018	9	Crescent Glen	Crescent Run	Crescent Oaks	Sealant
2018	9	Crescent Oaks	Knights Cross Dr	Clearstone Dr	Rehabilitation
2018	9	Crescent Path	Crescent Woods	Crescent Glen	Sealant
2018	9	Crescent Place	Crescent Run	Cul-De-Sac	Rehabilitation
2018	9	Crescent Pt	Crescent Run	Cul-De-Sac	Sealant
2018	9	Crescent Woods	Crescent Run	Crescent Path	Sealant
2018	9	Cypress Holw	Henderson Pass	Chittim Trail Dr	Sealant
2018	9	Dawn Arrow	Arrow Stone	Cul-De-Sac	Sealant
2018	9	Dawn Crest	Hawks Meadow	Cloud Top	Sealant
2018	9	Deepwood	Crooked Crk	Dead End Or Cul De Sac	Sealant
2018	9	Destiny	Raindrop Dr	Cul-De-Sac	Sealant
2018	9	Diamond Chase	Amethyst Dr	Dolomite Dr	Sealant
2018	9	E Evans Rd	Encino Rio	Bulverde Rd	Rehabilitation
2018	9	Eagle Meadow	Dove Meadow	Deer Crest	Sealant
2018	9	Embassy Oaks	Us Hwy 281 N Access Rd	Embassy Row	Sealant
2018	9	Enchanted	Patricia Dr	San Pedro Ave	Rehabilitation
2018	9	Executive Dr	Blanco Rd	Cul-De-Sac	Rehabilitation
2018	9	Fabulous	West Ave	Crestpark	Sealant
2018	9	Fantasia	Raindrop Dr	San Pedro Ave	Rehabilitation
2018	9	Fawn Crest	Eagle Meadow	Deer Crest	Sealant
2018	9	Fawn Gate	Eagle Meadow	Deer Crest	Sealant
2018	9	Fern Rdg	Wolf Crk	Lonewolf Trl	Sealant
2018	9	Fox Tree Ln	Deer Crest	Cul-De-Sac	Sealant
2018	9	Henderson Pass	Moss Brair	Brook Holw	Sealant
2018	9	Homeric	Northcrest Dr	Lockhill-selma Rd	Sealant
2018	9	Horse Crk	Sugar Pine	Silver Spruce	Sealant
2018	9	Indigo	Tammy Dr	Moonglow Dr	Rehabilitation
2018	9	Inne	Mauze St	Northtrail	Rehabilitation
2018	9	La Vista Dr	Vista Del Monte	Cul-De-Sac	Sealant
2018	9	Long Arrow	Arrow Spg	Cul-De-Sac	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	9	Maltsberger Ln	Us Hwy 281 N Access Rd	Country Pkwy	Rehabilitation
2018	9	Material Budget	City Wide	City Wide	Rehabilitation
2018	9	Mauze St	Inne	Cul-De-Sac	Rehabilitation
2018	9	Memory	Tammy	Patricia Dr	Rehabilitation
2018	9	Merry Trl	Trailcrest	Memory Trl	Sealant
2018	9	Mint	Budding Blvd	Cul-De-Sac	Sealant
2018	9	Minuet	Enchanted	Granada Dr	Rehabilitation
2018	9	Morning Ct	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Rehabilitation
2018	9	Mystery Dr	Fantasia	Cul-De-Sac	Rehabilitation
2018	9	N Coker Loop	W Coker Loop	Arion Pkwy	Sealant
2018	9	N Port Blf	Ridge Blf	Bluff Cv	Sealant
2018	9	Northtrail	Lorene	Cul-De-Sac	Rehabilitation
2018	9	Oak Ash	Oak Crown	Oak Briar	Sealant
2018	9	Oak Holw	Windy Oaks	Dead End	Sealant
2018	9	Oakline Dr	Brook Holw	Jones Maltsberger Rd	Rehabilitation
2018	9	Old Blanco Rd	Voelcker	Blanco Rd	Sealant
2018	9	Paisley Dr	Durness	Vista View	Rehabilitation
2018	9	Parliament	Sir Winston	W Silver Sands	Sealant
2018	9	Partridge Trl	Sugar Pine	Silver Spruce	Sealant
2018	9	Patricia Dr	West Ave	Crestpark	Sealant
2018	9	Patricia Dr	Blanco Rd	San Pedro Ave	Rehabilitation
2018	9	President	Blanco Rd	Cul-De-Sac	Rehabilitation
2018	9	Program Management Services	City Wide	City Wide	Rehabilitation
2018	9	Proton Rd	Sigma Rd	Hardy Oak Blvd	Sealant
2018	9	Raindrop Dr	Patricia Dr	W Silver Sands	Sealant
2018	9	Raindrop Dr	W Silver Sands	Cul-De-Sac	Rehabilitation
2018	9	Reverie Ln	W Silver Sands	Patricia Dr	Rehabilitation
2018	9	Rio Bravo	Palo grande	Rio Seco	Rehabilitation
2018	9	Royal Crescent	Larkspur	Tarton	Rehabilitation
2018	9	Serenade	Silhouette	Cul-De-Sac	Rehabilitation
2018	9	Silhouette	Serenade	Patricia Dr	Rehabilitation
2018	9	Silver Spruce	Horse Crk	Top Rail	Sealant
2018	9	Sir Huon	Churchill Estates Blvd	Cul-De-Sac	Sealant
2018	9	Slate Rdg	Diamond Chase	Tpc Pkwy	Sealant
2018	9	Sonata	Enchanted	San Pedro Ave	Rehabilitation
2018	9	Sonnet Dr	Indigo	Cul-De-Sac	Rehabilitation
2018	9	Southwalk	Perennial	Selkirk	Sealant
2018	9	Spanish Arrow	Crescent Oaks	Flying Arrow	Sealant
2018	9	St Cyr	Perennial	Portage Path	Sealant
2018	9	Sugar Pine	Horse Crk	Partridge Trl	Sealant
2018	9	Tammy	Indigo	Limelight	Rehabilitation
2018	9	Tango	San Pedro Ave	Reverie Ln	Sealant
2018	9	Top Rail	Silver Spruce	Arizona Ash	Sealant
2018	9	Tower Terrace	Amethyst Dr	Dolomite Dr	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2018	9	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2018	9	Vista Del Cedro	Vista Del Rey	Cul-De-Sac	Sealant
2018	9	Vista Del Monte	Blanco Rd	Cul-De-Sac	Sealant
2018	9	Vista Del Prado	Vista Real	Dead End	Sealant
2018	9	Vista Del Rey	Vista Del Monte	Vista Real	Sealant
2018	9	Vista Real	Blanco Rd	Vidorra Vista	Sealant
2018	9	Wolfe Rd	Plymouth Ave	US Hwy 281 Access Rd	Rehabilitation
2018	9	Wood Shadow	Walker Ranch	Inwood Park	Sealant
2018	9	Woodseer Ln	Shorecliff	Dead End Or Cul De Sac	Sealant
2019	9	Arch Stone	Lightstone Dr	Amberstone	Sealant
2019	9	Archway Dr	Heimer Rd	Cul-De-Sac	Rehabilitation
2019	9	Arrow Hill	Flying Arrow	Stone Oak Pkwy	Sealant
2019	9	Arrow Rdg	Lost Arrow	Lost Arrow	Sealant
2019	9	Ashley Cir	Larkstone Dr	Cul-De-Sac	Rehabilitation
2019	9	Bell Flower	Wolf Crk	Dead End Or Cul De Sac	Rehabilitation
2019	9	Bluff Breeze	Bluff Manor Dr	Dead End	Rehabilitation
2019	9	Bluff Manor Dr	Bluff Breeze	Bluff Estates	Rehabilitation
2019	9	Buckhaven Dr	Bingham Dr	Broadripple	Sealant
2019	9	Burning Arrow	Shining Arrow	Twin Arrows	Sealant
2019	9	Burnt Arrow	Crooked Arrow	Lost Arrow	Sealant
2019	9	Burwick	Broadripple	Stonehaven Dr	Sealant
2019	9	Chadbourne	Forest Spg	Alice Hill	Rehabilitation
2019	9	Chalet	Crow Valley	Shadow Cliff	Sealant
2019	9	Chevening Ct	Tarton	New Bond	Rehabilitation
2019	9	Clearstone Dr	Stoneway Dr	Crescent Oaks	Sealant
2019	9	Clydeville Dr	E COKER LOOP	GORDON	Sealant
2019	9	Colquitt	Chevening Ct	Tarton	Rehabilitation
2019	9	Country Crest	Country Crk	Country Ledge	Sealant
2019	9	Country Path	Country Trl	Cul-De-Sac	Rehabilitation
2019	9	Country Pike	Heimer Rd	Country Rdg	Sealant
2019	9	Country Rdg	Country Walk	Country Ledge	Rehabilitation
2019	9	Country Trl	Bitters Rd	Country Walk	Sealant
2019	9	Crooked Hill	Crooked Hill	Heimer Rd	Rehabilitation
2019	9	Culberson Station	Pelican Edge	Cul-De-Sac	Sealant
2019	9	Deer Mountain	Heimer Rd	Cul-De-Sac	Rehabilitation
2019	9	E Sonterra Blvd	Stone Oak Pkwy	Dead End	Sealant
2019	9	El Risco	Cul-De-Sac West	Cul-De-Sac East	Sealant
2019	9	Encino Rio	Us Hwy 281 N	E Evans Rd & Roan Blf	Sealant
2019	9	Flower Dale	Larkstone Dr	Cul-De-Sac	Rehabilitation
2019	9	Flying Arrow	Twin Arrows	Arrow Hill	Sealant
2019	9	Granite Path	Hardy Oak Blvd	Hedgestone Dr	Rehabilitation
2019	9	Hidden Arrow	Flaming Arrow	Arrow Rdg	Sealant
2019	9	Hidden Vw	COSA City Limits	Wolf Crk	Rehabilitation
2019	9	Huebner Rd	W Bitters Rd	800' W of Emerald Hill Dr (At Drainage Channel)	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	9	Isom Rd	U S Hwy 281 N Access Rd	Dead End	Rehabilitation
2019	9	Jay Schellman	Chadbourne	Larkstone Dr	Rehabilitation
2019	9	Knights Cross Dr	Summer Knoll	Evans Ave	Sealant
2019	9	La Canada	Pedregoso Ln	Cul-De-Sac	Sealant
2019	9	Larkstone Dr	Forest Spg	Autumn Woods	Rehabilitation
2019	9	Legend Point Dr	Carmel Chase	Knights Cross Dr	Sealant
2019	9	Lightstone Dr	Hedgestone Dr	Hedgestone Dr	Rehabilitation
2019	9	Lost Arrow	Crooked Arrow	Arrow Hill	Sealant
2019	9	Mandolin Wind	Girard Oaks	Pelican Crk	Sealant
2019	9	Morning Hill	Cul-De-Sac	Cul-De-Sac	Rehabilitation
2019	9	Mt Eden	Carolwood Dr	Mt Kisco	Sealant
2019	9	New Bond	Royal Crescent	Vista View	Rehabilitation
2019	9	Night Arrow	Arrow Hill	Cul-De-Sac	Sealant
2019	9	Nocturne	Reverie Ln	E Silver Sands	Rehabilitation
2019	9	Palo Duro	Rio Seco	Mesa Alta	Rehabilitation
2019	9	Program Management Services	City Wide	City Wide	Rehabilitation
2019	9	Redriver Dawn	Palo Crest	Redland Crk	Sealant
2019	9	Redriver Trl	Redrock Crk	Dead End Or Cul De Sac	Sealant
2019	9	Redrock Pass	Redriver Trl	Cul-De-Sac	Sealant
2019	9	Redrock Trl	Redriver Pass	Dead End Or Cul De Sac	Sealant
2019	9	Ridge Park	Norland Dr	Oak Ct	Sealant
2019	9	Sandman	W Silver Sands	Briar Oak	Rehabilitation
2019	9	Sherman Oak	Partridge Trl	Rothbury	Rehabilitation
2019	9	Shining Arrow	Twin Arrows	Arrow Hill	Sealant
2019	9	Slate Rock	Wilderness Pkwy	Cul-De-Sac	Rehabilitation
2019	9	Starcrest Dr	Skyblue Ln	Jones Maltsberger Rd	Rehabilitation
2019	9	Stone Oak Pkwy	Knights Cross Dr	E Sonterra Blvd	Rehabilitation
2019	9	Summer Park Ln	Patricia Dr	Tarragon Cv	Rehabilitation
2019	9	Summertime	Reverie Ln	San Pedro Ave	Rehabilitation
2019	9	Summit Crest	Oak Path	Summit Crk	Rehabilitation
2019	9	Summit Spgs	Hardy Oak Blvd	Summit Crk	Rehabilitation
2019	9	Tarragon Cv	Summer Park Ln	Cul-De-Sac	Rehabilitation
2019	9	Tarton	Gunter Grove	Colquitt	Rehabilitation
2019	9	Thrush Court Cir	Thrush Rdg	Thrush Gate Ln	Sealant
2019	9	Thrush Gate Ln	Cul-De-Sac	Thrush Gate Ln	Sealant
2019	9	Thrush Rdg	Huebner Rd	W Bitters Rd	Sealant
2019	9	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2019	9	Twin Arrows	Flying Arrow	Cul-De-Sac	Sealant
2019	9	Villa Valencia	Las Lomas Blvd	Dead End	Sealant
2019	9	Vista Bonita	Vista Del Monte	Dead End Or Cul De Sac	Rehabilitation
2019	9	Vista Del Mar	Vista Real	Dead End Or Cul De Sac	Rehabilitation
2019	9	Walker Ranch	Bluffknoll	Wood Valley	Sealant
2019	9	Walnut Hill	Hidden Vw	Cul-De-Sac	Rehabilitation
2019	9	Wilderness Oak	Blanco Rd	Heights	Sealant

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2019	9	Woodley	Eaglebrook	Oak Leigh	Sealant
2019	9	Wren Haven	Foxberry	Cul-De-Sac	Sealant
2020	9	Amhurst Dr	Anchor	Silver Oaks	Rehabilitation
2020	9	Amhurst Dr	Larkspur	Pinetum Dr	Sealant
2020	9	Arizona Ash	Eagle Cliff	Many Oaks	Rehabilitation
2020	9	Aronel	Tarton	Cul-De-Sac	Sealant
2020	9	Ashley Ct	Budding Blvd	Cul-De-Sac	Sealant
2020	9	Baltic Dr	Lockhill-selma Rd	Silver Oaks	Rehabilitation
2020	9	Bammel	Royal Crescent	Vista View	Sealant
2020	9	Beauchamp	Royal Crescent	Vista Nogal	Sealant
2020	9	Belair Dr	Lockhill-Selma Rd	Larkspur	Rehabilitation
2020	9	Brandenburg	Ridgeboro	Brook Holw	Sealant
2020	9	Caliza Dr	Encino Rio	Evans Ave	Sealant
2020	9	Caliza Dr	Encino Rio	Encino Rio	Sealant
2020	9	Carolwood Dr	Haltown	Lockhill-selma Rd	Sealant
2020	9	Cedar Glen	Sun Spur	Oak Spur	Sealant
2020	9	Chittim Pass Dr	Oakline Dr	Chittim Woods Dr	Rehabilitation
2020	9	Chittim Woods Dr	Chittim Pass Dr	Chittim Trail Dr	Rehabilitation
2020	9	Circle Oak	Heimer Rd	Cul-De-Sac	Rehabilitation
2020	9	Country Club	Blanco Rd	Lariat Dr	Sealant
2020	9	Crepe Mertle	Weeping Willow	Arizona Ash	Rehabilitation
2020	9	Durness	Moreshead	Paisley Dr	Sealant
2020	9	Eagle Cliff	Arizona Ash	Cul-De-Sac	Rehabilitation
2020	9	Fairway Cir	Lariat Dr	Dead End Or Cul De Sac	Sealant
2020	9	Fieldstone Rd	Possum Tree Rd	Susancrest Dr	Rehabilitation
2020	9	Foxtail Ln	Belair Dr	Blanco Rd	Sealant
2020	9	Garden Gate	Summer Park Ln	Cul-De-Sac	Sealant
2020	9	Gathering Oak	Wilderness Oak	Blanco Rd	Sealant
2020	9	Grape Blossom	Budding Blvd	Cul-De-Sac	Rehabilitation
2020	9	Hardy Oak Blvd	Mesa Loop	Dead End	Sealant
2020	9	Hardy Oak Blvd	Loop 1604 E Access	Dead End	Sealant
2020	9	Heimer Rd	Crooked Hill	Brook Holw	Rehabilitation
2020	9	Jackson Hole	Eagle Cliff	Cul-De-Sac	Sealant
2020	9	Jolie Blossom	Blossom Holw	Cul-De-Sac	Rehabilitation
2020	9	Lariat Dr	Blanco Rd	Cul-De-Sac	Sealant
2020	9	Larkspur	Patricia Dr	West Ave	Sealant
2020	9	Link	Silver Oaks	Dead End	Rehabilitation
2020	9	Lockhill-selma Rd	Nw Military Hwy	Wedgewood	Sealant
2020	9	Lockhill-selma Rd	Wurzbach Rd	Wedgewood	Sealant
2020	9	Many Oaks	Wolf Crk	Arizona Ash	Rehabilitation
2020	9	Mollys Way Dr	Chittim Woods Dr	Chittim Woods Dr	Rehabilitation
2020	9	Moreshead	Durness	Tarton	Sealant
2020	9	Morning Dove Ln	Norland Dr	Brook Holw	Rehabilitation
2020	9	Morning Tree	Moss Blf	Crow Valley	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2020	9	Moss Arbor	Moss Blf	Moss Terrace	Rehabilitation
2020	9	Moss Arch	Moss Blf	Moss Branch	Rehabilitation
2020	9	Moss Blf	Moss Arbor	Moss Arch	Rehabilitation
2020	9	Moss Branch	Morning Tree	Moss Arch	Rehabilitation
2020	9	Moss Briar	Moss Arbor	Henderson Pass	Rehabilitation
2020	9	Moss Glen	Moss Blf	Cul-De-Sac	Rehabilitation
2020	9	Moss Peak	Moss Blf	Cul-De-Sac	Rehabilitation
2020	9	Moss Pine	Moss Blf	Cul-De-Sac	Rehabilitation
2020	9	Moss Stone	Moss Blf	Moss Terrace	Rehabilitation
2020	9	Moss Terrace	Moss Arbor	Moss Bluff	Rehabilitation
2020	9	Moss Vw	Moss Blf	Cul-De-Sac	Rehabilitation
2020	9	Oak Arbor	Oakline Dr	Cul-De-Sac	Rehabilitation
2020	9	Oak Bend	Oak Cave	Oak Ranch	Sealant
2020	9	Oak Bridge	Oak Ranch	Encino Rio	Sealant
2020	9	Oak Bridge	Encino Rio	Encino Rio	Sealant
2020	9	Oak Cave	Oak Ranch	Cul-De-Sac North	Sealant
2020	9	Oak Crk	Norland Dr	Liberty Oak	Rehabilitation
2020	9	Oak Loft	Oak Trace	Cul-De-Sac	Rehabilitation
2020	9	Oak Peak	Oak Cave	Oak Bend	Sealant
2020	9	Oak Ranch	Oak Cave	Oak Bend	Sealant
2020	9	Program Management Services	City Wide	City Wide	Rehabilitation
2020	9	Selkirk	Southwalk	Cul-De-Sac	Rehabilitation
2020	9	Silver Oaks	Lima Dr	Link	Rehabilitation
2020	9	Silver Spur	Arizona Ash	Cul-De-Sac	Sealant
2020	9	Tarton	Durness	Colquitt	Sealant
2020	9	Top Rail	Partridge Trl	Arizona Ash	Rehabilitation
2020	9	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2020	9	Turnberry	Tarton	Cul-De-Sac	Sealant
2020	9	Vista Arroyo	Vista Bonita	Vista Del Mundo	Rehabilitation
2020	9	Vista Vw	Blanco Rd	Braesview	Rehabilitation
2020	9	Weeping Willow	Arizona Ash	Crepe Mertle	Rehabilitation
2020	9	Wildstone Cir	Fieldstone Rd	Fieldstone Rd	Rehabilitation
2020	9	Wind Cave	Arizona Ash St	Cul-De-Sac	Rehabilitation
2020	9	Wolf Crk	Many Oaks	Cul-De-Sac	Rehabilitation
2021	9	Anchor	Benchmark	Dead End	Sealant
2021	9	Arion Pkwy	Us Hwy 281 N	Jones Maltsberger Rd	Rehabilitation
2021	9	Autumn Woods	Susancrest Dr	Brook Holw	Rehabilitation
2021	9	Baltic Dr	Pinetum Dr	Silver Oaks	Sealant
2021	9	Blackbird Ln	Deer Crest	Cul-De-Sac	Sealant
2021	9	Brogan	Ridgeboro	Stoddard	Rehabilitation
2021	9	Broken Oak Dr	Thousand Oaks	Adobe Trl	Sealant
2021	9	Canyon Parke Dr	Possum Run	Heimer Rd	Rehabilitation
2021	9	Canyon Trace	Canyon Cross	Cul-De-Sac	Sealant
2021	9	Castlebury	Timber Oak	loma alto	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	9	Clear Crk	Deer Run	Timber Oak	Rehabilitation
2021	9	Corporate Woods	Corporate Woods	Palo Crest	Rehabilitation
2021	9	Deer Run	Clear Crk	Ridgeboro Dr	Rehabilitation
2021	9	Deer Run	Ridgeboro	Brook Holw	Sealant
2021	9	Evans Rd	Stone Oak Pkwy	E Evans Rd	Sealant
2021	9	Fairfield Farms	Tranquil Trail Dr	Tranquil trail Dr	Rehabilitation
2021	9	Fawn Crk	Fawn Haven	Cul-De-Sac	Sealant
2021	9	Fawn Haven	Deer Crest	Fawn Crk	Sealant
2021	9	Flintbed Rd	Possum Tree Rd	Susancrest Dr	Rehabilitation
2021	9	Gunter Grove	Tarton	Cul-De-Sac	Rehabilitation
2021	9	Hacienda Trail Dr	Tranquil Trail Dr	Tranquil Trail Dr	Rehabilitation
2021	9	Hawks Meadow	Fawn Haven	Cul-De-Sac	Sealant
2021	9	Huebner Rd	N Loop 1604 W Access Rd	Stone Oak Pkwy	Sealant
2021	9	Indian Paintbrush Rd	Possum Tree Rd	Susancrest Dr	Rehabilitation
2021	9	Interpark Blvd	West Ave	Us Hwy 281 N Access Rd	Sealant
2021	9	Loma Alto	Timber Oak	Castlebury	Rehabilitation
2021	9	Maple Brook Dr	Tranquil Trail Dr	Tranquil trail Dr	Rehabilitation
2021	9	Oak Shadows	Us Hwy 281 N Access Rd	Heimer Rd	Rehabilitation
2021	9	Oakline Dr	Possum Tree Rd	Norland Dr	Rehabilitation
2021	9	Possum Cir	Canyon Parke Dr	Cul-De-Sac	Rehabilitation
2021	9	Possum Cv	Canyon Parke Dr	Cul-De-Sac	Rehabilitation
2021	9	Possum Hill	Canyon Parke Dr	Cul-De-Sac	Rehabilitation
2021	9	Possum Path	Canyon Parke Dr	Possum Run	Rehabilitation
2021	9	Possum Rock	Canyon Parke Dr	Cul-De-Sac	Rehabilitation
2021	9	Possum Run	Possum Path	Canyon Parke Dr	Rehabilitation
2021	9	Possum Tree Rd	Pinetree	Indian Paintbrush Rd	Rehabilitation
2021	9	Possum Way	Canyon Parke Dr	Cul-De-Sac	Rehabilitation
2021	9	Program Management Services	City Wide	City Wide	Rehabilitation
2021	9	Ridge Blf	Country Wood	Cul-De-Sac	Rehabilitation
2021	9	Ridgeboro	Timber Oak	Deer Run	Rehabilitation
2021	9	Rothbury	Sherman Oak	Wolf Crk	Sealant
2021	9	Seadrift	Heimer Rd	Deer Run	Rehabilitation
2021	9	Searcy	Ridgeboro	Stoddard	Rehabilitation
2021	9	Searcy	Stoddard	Brook Holw	Rehabilitation
2021	9	Silver Oaks	Belair Dr	Baltic Dr	Rehabilitation
2021	9	Stoddard	Talcott	Brogan	Rehabilitation
2021	9	Stone Oak Pkwy	Canyon Golf Rd	Us Hwy 281 N	Sealant
2021	9	Stonewood Dr	Bluff Manor Dr	Wood Valley	Rehabilitation
2021	9	Talcott	Ridgeboro	Stoddard	Rehabilitation
2021	9	Tarton	Gunter Grove	New Bond	Sealant
2021	9	Tpc Pkwy	Bulverde Rd	Us Hwy 281 N	Sealant
2021	9	Tranquil Trail Dr	Maple Brook Dr	Hacienda Trail Dr	Rehabilitation
2021	9	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2021	9	Turtle Rock	Timber Oak	Deer Run	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2021	9	Voigt Dr	N Loop 1604 E Access Rd & N Loop 1604 W Access Rd	N Loop 1604 E & Stone Oak Pkwy	Sealant
2022	9	Alice Hill	Susancrest Dr	Autumn Woods	Rehabilitation
2022	9	Almendra Dr	Budding Blvd	Cul-De-Sac	Rehabilitation
2022	9	Almond Dr	Apricot Dr	Cul-De-Sac	Rehabilitation
2022	9	Cadillac	La Salle	Blanco Rd	Rehabilitation
2022	9	Cadillac Dr	Blanco Rd	Pvt Rd	Rehabilitation
2022	9	Canyon Cross	Canyon Rim	Cul-De-Sac	Sealant
2022	9	Canyon Golf Rd	Canyon Golf Rd	Stone Oak Pkwy	Sealant
2022	9	Canyon Rim	Canyon Cross	Cul-De-Sac	Sealant
2022	9	Cedar Rdg	Drum Oak	Henderson Pass	Sealant
2022	9	Cedar Trace	Cedar Rdg	Cul-De-Sac	Sealant
2022	9	Cedar Way	Drum Oak	Henderson Pass	Sealant
2022	9	Coach Rd	W Ramsey	Blanco Rd	Sealant
2022	9	Copper Hill Dr	Stone Rdg	Dead End	Sealant
2022	9	Crescent Oaks	Clearstone Dr	Flaming Arrow	Sealant
2022	9	Diamond Canyon Dr	Henderson Pass	Cul-De-Sac	Sealant
2022	9	Drum Oak	Cedar Rdg	Cedar Way	Sealant
2022	9	Dutch Myrtle Dr	Plumeria	Perennial	Rehabilitation
2022	9	Encino Grande	Paso del Norte	Brook Holw	Rehabilitation
2022	9	Facet Oak	Drum Oak	Henderson Pass	Sealant
2022	9	Forest Dew	Partridge Trl	Cul-De-Sac	Rehabilitation
2022	9	Gem Oak	Drum Oak	Cul-De-Sac	Sealant
2022	9	Gold Canyon Rd	Redland Rd	Dead End Or Cul De Sac	Sealant
2022	9	Grace Place	Plumeria	Dead End	Rehabilitation
2022	9	Henderson Pass	Gold Canyon Rd	Us Hwy 281 N Access Rd	Sealant
2022	9	Krugerrand Dr	Henderson Pass	Cul-De-Sac	Sealant
2022	9	Liberty Oak	Fawn Glen	Cul-De-Sac	Rehabilitation
2022	9	Limelight	W Ramsey	Fabulous	Sealant
2022	9	Mt Rainier Dr	Carolwood Dr	Blanco Rd	Sealant
2022	9	Oak Briar	Liberty Oak	Oak Castle Dr	Rehabilitation
2022	9	Oak Castle Dr	Oak Dew	Oak Briar	Rehabilitation
2022	9	Oak Crown	Oak Ash	Oakline Dr	Rehabilitation
2022	9	Palo Grande	Paso Del Norte	Mesa Alta	Rehabilitation
2022	9	Palo Pinto	Rio Seco	Mesa Alta	Rehabilitation
2022	9	Paso Del Norte	San Pedro Ave	Palo Grande	Rehabilitation
2022	9	Pendant Oak	Drum Oak	Cul-De-Sac	Sealant
2022	9	Plumeria	Dutch Myrtle Dr	Grace Place	Rehabilitation
2022	9	Program Management Services	City Wide	City Wide	Rehabilitation
2022	9	Rest Haven	Stone Rdg	Parkstone Blvd	Sealant
2022	9	River Glen North	River Park	River Glen West	Rehabilitation
2022	9	River Glen West	River Glen North	Cul-De-Sac	Rehabilitation
2022	9	River Mill	River Park	Cul-De-Sac	Rehabilitation
2022	9	River Park	Old Bitters Rd	River Glen West	Rehabilitation
2022	9	River Vista North	River Park	River Vista West	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Type
2022	9	River Vista South	River Park	River Vista West	Rehabilitation
2022	9	River Vista West	`	River Vista South	Rehabilitation
2022	9	Safari	Jones Maltsberger Rd	Disco	Rehabilitation
2022	9	Shavano Ranch	Russell Hill	N Loop 1604 W Access Rd	Sealant
2022	9	Stone Oak Pkwy	Hardy Oak Blvd	Knights Cross Dr	Rehabilitation
2022	9	Stone Rdg	Sugar Crest	Pipestone	Sealant
2022	9	Summerwood Dr	Lilly-crest Dr	Dead End	Sealant
2022	9	Susancrest Dr	Alice Hill	Fernwood	Rehabilitation
2022	9	Thrasher Oak	Canyon Cross	Cul-De-Sac	Sealant
2022	9	Timber Oak	Brook Holw	Dead End	Rehabilitation
2022	9	Trace Oak	Rim Oak	Rim Oak	Sealant
2022	9	Transportation Signage Improvement	City Wide	City Wide	Rehabilitation
2022	9	Vibrant Oak	Drum Oak	Cul-De-Sac	Sealant
2022	9	Vision Zero	City Wide	City Wide	Rehabilitation
2022	9	W Silver Sands	West Ave	Us Hwy 281 N	Sealant
2022	9	West Ave	Bitters Rd	Lockhill-selma Rd	Sealant
2022	9	Whisper Valley	Wurzbach Rd	Cul-De-Sac	Sealant
2022	9	Wood Valley	Interpark Blvd & West Ave	W Bitters Rd	Rehabilitation
2022	9	Woodway Forest	Wood Valley	Blufflane Dr	Rehabilitation
2018	9,10	Thousand Oaks	Henderson Pass	Jones Maltsberger Rd	Sealant
2019	9,10	Henderson Pass	Thousand Oaks	Oak Summit	Sealant
2020	9,10	Thousand Oaks	Broken Oak Dr	Henderson Pass	Rehabilitation

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Side of Street
2018	1	Grant Ave	W Russell Place	Cincinnati Ave	Both Sides
2018	1	Morales	N Calaveras	Chipaderas St	North Side
2018	1	Oblate	Mccullough Ave	Waring	North Side
2018	1	Santa Barbara	Fredericksburg	West	North Side
2018	1	Summit E	Mccullough Ave	Shook Ave	South Side
2018	1	Downtown Glass Block Sidewalks	Multiple Locations		As needed
2019	1	Kings Hwy	Flores	Breeden	Odd Side
2019	1	Millwood Ln	Errol	Us Hwy 281 N Access Rd	South Side
2019	1	San Francisco	Fredericksburg	West	North Side
2019	1	Thames	Tudor	Monfort Dr	Both Sides
2020	1	Elmendorf N	Ruiz	Leal St	East Side
2020	1	Hermine Blvd	Grant Ave	Blanco	Both Sides
2020	1	Jackson Keller	South Sea St	Grotto Blvd	North Side
2021	1	Basswood Dr	Barbet Dr	Panda Dr	Both Sides
2021	1	Craig Place E	River Rd	Dead End	Both Sides
2021	1	La Manda Blvd	Breeden St	San Pedro Ave	Both Sides
2021	1	Nathan	W Guenther St	S Alamo St	Both Sides
2021	1	Navidad N	W Travis St	Dead End	East Side
2022	1	Fredericksburg	W Mulberry Ave	West Dr	South Side
2022	1	Gillespie	E Evergreen	E Laurel St	East Side
2022	1	Gramercy Place W	Capitol	RR Tracks	Both Sides
2022	1	Rancho Blanco Blvd	Capitol	Grant Ave/Hermine	Both Sides
2018	10	Harry Wurzbach	Oakwell Farms Pkwy	Lynn Batts Ln	East Side
2018	10	Middlebury Dr	Salisbury Dr	Nacogdoches Rd	South Side
2019	10	Eisenhauer Rd	N New Braunfels Ave	Kenilworth Blvd	Both Sides
2020	10	Eisenhauer Rd	Kenilworth Blvd	N Vandiver Rd	Both Sides
2020	10	La Aventura	La Salida	El Presidio	West Side
2021	10	Eisenhauer Rd	N Vandiver Rd	Austin Hwy	Both Sides
2021	10	Thousand Oaks	Nacogdoches Rd	Alamo Blanco	Both Sides
2022	10	El Presidio	La Aventura	La Manana	South Side
2022	10	Orbit	Leyte	Canaveral	East Side
2022	10	Schertz Rd	Pesquera	Thousand Oaks	North Side
2018	2	Burnet St	Live Oak St	N Cherry	Both Sides
2018	2	Potomac	St James	New Braunfels	Both Sides
2018	2	Roper St	E Carson	Sandmeyer	West Side
2018	2	Sherman	N Olive	Edgar	South Side

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Side of Street
2019	2	Gulf	N Walters	N Rosary	Both Sides
2019	2	St John	Nolan	Dawson	Both Sides
2020	2	Readwell Dr	Stolnet	S WW White Rd	South Side
2020	2	St James	Burnet St	Dawson St	Both Sides
2020	2	Stolnet	Readwell Dr	Martin Luther King Dr	Both Sides
2021	2	Bellview	Pershing Ave	Queen Anne Ct	East Side
2021	2	Burnet St	Willow St	Muncey	Both Sides
2021	2	Charcliff Dr	Eastwood Dr	Stolnet	Both Sides
2021	2	Douglas Way	S Hackberry St	S Olive St	Both Sides
2021	2	Mesquite St N	E Houston St	Center St	Both Sides
2021	2	Palmetto	Nolan	Gulf	Even Side
2022	2	Ash	Bee St	E Carson	Both Sides
2022	2	Muncey	Sherman St	Lamar St	Both Sides
2022	2	Sanders St	S Pine St	S Palmetto	Both Sides
2018	3	Betty Jean	Junior St	Hillje St	Both Sides
2019	3	Haggin	Pine	Lynhurst	Odd Side
2019	3	Kirkpatrick	Roosevelt Ave	Parker	Both Sides
2019	3	Roland Ave	Pecan Valley Dr	Talisman	South Side
2020	3	Piedmont Ave	Vanderbilt	Haggin St	Both Sides
2020	3	Tipperary Ave	Pickwell Dr	Pickwell Dr	Both Sides
2021	3	Isabel St	Mission Rd	Roosevelt Ave	Both Sides
2021	3	Linda Lou Dr	Carol Ann	S New Braunfels Ave	Both Sides
2021	3	Monticello Ct	Hillje St	Lyric Ave	Both Sides
2021	3	Walters St S	McKinley Ave	Steves Ave	Both Sides
2022	3	Hartford Ave	Clark	Pecan Valley	Both Sides
2022	3	Presa St S	E Southcross Blvd	Hot Wells	East Side
2018	4	Farrel Dr	Cedarhurst Dr	Cul-De-Sac	Both Sides
2018	4	Gaddis Blvd	Marek St	S Zarzamora	Both Sides
2019	4	Lelani Place	Five Palms Dr	Surfrider	Both Sides
2019	4	Seacomber	Royalgate Dr	Amberwood Dr	Both Sides
2020	4	Century Dr	Five Palms Dr	Royalgate Dr	Both Sides
2020	4	Redbrook Dr	Windyhill	Royalgate Dr	Both Sides
2020	4	Saddlebrook Dr	Sugarloaf Dr	Burlington	Even Side
2021	4	Medina Base Rd	Sun Valley	Sw Loop 410 Access Rd	South Side
2021	4	Seacomber	Five Palms Dr	Royalgate Dr	Both Sides
2021	4	Ted Dr	Elementary School Gate	Pollote	Both Sides

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Side of Street
2022	4	Cascade Pkwy	Barlite Blvd	Yarrow Blvd	North Side
2022	4	Palm Beach	Ih 35 S Access Rd	Fairmeadows	Both Sides
2022	4	Somerset Rd	Fairmeadows	Remigio	East Side
2022	4	Westshire Dr	Hackamore Ln	Westvale	Both Sides
2022	4	Yarrow Blvd	Sw Military Dr	Cascade Pkwy	West Side
2018	5	Gaynor St	Oriental Ave	Cumberland Blvd	East Side
2018	5	San Fernando	Barclay St	SW 21st St	Both Sides
2018	5	Wilcox Ave	Quintana Rd	Creighton Ave	Both Sides
2019	5	Bogue St	Fig	Groff	Both
2019	5	Chihuahua St	Barclay	S Minter	South Side
2019	5	Ruiz St	N San Joaquin	N San Felipe	South Side
2020	5	Cibolo	El Paso	Buena Vista	Both Sides
2020	5	Cupples Rd	Castroville Rd	Morelia	West Side
2021	5	Fitch St	S Zarzamora	Somerset Rd	Both Sides
2021	5	Matthews Ave	SW 27th St	Sw 26th St	Both Sides
2021	5	Salinas W	Murry St	N Zarzamora	Both Sides
2022	5	Matthews Ave	Barclay St	Sw 21st St	Both Sides
2022	5	Montezuma	S Chupaderas	S Sabinas	Both Sides
2022	5	Pierian Ave	W Southcross Blvd	W Gerald	West Side
2018	6	Blue Oak Ln	Pinn Rd	Noble Oak Dr	Both Sides
2018	6	San Joaquin S	Eldridge Ave	Castroville Rd	West Side
2018	6	Westcliff	Westplain	Cul-De-Sac	Both Sides
2019	6	Park Village	Brownleaf	N Park Bend	Both Sides
2019	6	Westbend	Park Bend N	Brownleaf Dr	Both Sides
2019	6	Westbluff	Westcliff	Westlawn	East Side
2020	6	Park Bend N	Park Grove	Park Field	Both Sides
2020	6	Rogers Rd	Westover Hills Blvd	W Military Dr	Both Sides
2020	6	Valley Park Dr	Brownleaf Dr	N Park Bend	Both Sides
2021	6	Brownleaf Dr	Dead End	W Military Dr	Both Sides
2021	6	Brownleaf Dr S	Green Park	Westleaf	North Side
2021	6	Northglen	Shady Grove	Marbach Rd	East Side
2021	6	Park Bend N	Park Meadow	Valley Park Dr	Both Sides
2021	6	Park Field	Brownleaf Dr	Cul-De-Sac	Both Sides
2021	6	Westover Hills Blvd	State Hwy 151 Access Rd	Rogers Rd	Both Sides
2022	6	Heath Circle Dr	Coral Spgs	Fallin Quail	West Side
2022	6	Park Grove	Brownleaf Dr	N Park Bend	Both Sides

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Side of Street
2022	6	Viva Max Dr	War Dance	Callaghan Rd	South Side
2022	6	Woodlyn Park	Park Bend	Westleaf	Both Sides
2018	7	El Centro	Hemphill	Cuelbra Rd	West Side
2018	7	Meredith Dr	Dickinson Dr	Wilson Blvd	Both Sides
2018	7	Riverdale	Hillcrest Dr	Nw 36th St	South Side
2019	7	Broadview Dr W	Bandera Rd	Rimrock Dr	West Side
2019	7	Evers Rd	120' S of Angie Place	Forest Dell	Both Sides
2019	7	Ingram Rd	Majestic Dr	White Tail	North Side
2020	7	Ashby Pl W	Elmendorf	Zarzamora	Both Sides
2020	7	Cary Grant Dr/Merkens	Ernie Kovak	Lon Chaney	South Side
2020	7	Hillcrest Dr	NW 36th St	Apache Creek	Both Sides
2021	7	Hillcrest	Bangor St	Continental Ave	East Side
2021	7	Sunshine W	Bloomfield Dr	W Quill Dr	East Side
2021	7	Wapiti Trl	Big Horn Dr	White Tail	Both Sides
2021	7	Willard Dr	Nw 36th St	Bandera Rd	Both Sides
2022	7	Bangor St	Maiden Ln	Hillcrest Dr	South Side
2022	7	Eagle Rdg	High Basin	Wapiti Trl	Both Sides
2022	7	Faith Dr	Pearson	Benrus	West Side
2018	8	Honeycomb Dr	Huebner Rd	Sunburst Ln	Both Sides
2018	8	Spring Trl	Dead End	Dead End	West Side
2019	8	Honeycomb Dr	Petite	Huebner Rd	South Side
2019	8	Sunburst Ln	Vance Jackson	Sleepy Holw	Both sides
2020	8	Oakdell Way	Hamilton Wolfe	Lamb Rd	North Side
2020	8	Pebble	Honeycomb Dr	Moonlight Way	Both Sides
2021	8	Callaghan Rd	Greensboro	Midvale	West Side
2021	8	Petite	Honeycomb Dr	Moonlight Way	Both Sides
2022	8	Spotswood	Heap Cir	Cul-De-Sac	Both Sides
2022	8	Spring Rain Dr	Spring Leaf	Spring Forest Dr	Both Sides
2018	9	Anchor	Belair Dr	Dead End	Both Sides
2018	9	Mt Boracho	Fabulous	Mt Capote	West Side
2018	9	Patricia Dr	Enchanted	Moonglow Dr	East Side
2018	9	Serenade Dr	Fabulous	Tammy Dr	East Side
2019	9	Link Dr	Silver Oaks Dr	Dead End	Both Sides
2020	9	Amhurst Dr	Anchor	Anchor	Both Sides
2020	9	Anchor	Baltic Dr	Amhurst Dr	Both Sides
2020	9	Knights Cross Dr	Stone Oak Pkwy	Oak Farm	Both Sides

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Side of Street
2020	9	Pinetum Dr	Lima Dr	Link	Both Sides
2020	9	Silhouette	Tammy	Cul-De-Sac	Both Sides
2021	9	Linseys Cv	Hardy Oak Blvd	Cul-De-Sac	North Side
2021	9	West Ave	Blanco	W Rhapsody	East Side
2022	9	Silver Sands W	Sandman	San Pedro Ave	Both Sides

Year	District	Street In Between	From	To
2018	1	Cherry Ridge Dr & Trudell	NW Loop 410 Access Rd	Panda
2018	1	E Ashby Place & E Courtland Place	Paschal	Gillespie
2018	1	E Ashby Place & E Courtland Place	Mccullough Ave	Paschal
2018	1	E Ashby Place & E Courtland Place	Ogden St	Mccullough Ave
2018	1	Eland Dr & Latch Dr	Dewhurst	Barbet
2018	1	Fennel & Cherry Ridge Dr	NW Loop 410 Access Rd	Panda
2018	1	Fulton Ave & W Gramercy Place	Michigan Ave	Grant ave
2018	1	Fulton Ave & W Gramercy Place	Grant ave	Blanco Rd
2018	1	Gazel Dr & Eland Dr	Dewhurst	Barbet Dr
2018	1	Latch Dr & Tabard Dr	Dewhurst	Barbet
2018	1	Linda Dr & Jeanette Dr	El Montan Ave	Mountaintop Blvd
2018	1	Lively & Pilgrim Dr	Dewhurst Rd	Panda
2018	1	Milford Dr & Nassau	Avalon	Wonder Pkwy
2018	1	Morales & W Martin St	N Las Moras	N Brazos St
2018	1	Shannon Lee & Sharon Dr	Dead End	Mountaintop Blvd
2018	1	Sprugewood & Millwood Ln	El Montan Ave	Dellwood
2018	1	Tabard Dr & Freiling Dr	Dewhurst	Barbet
2018	1	Trudell & Lvely	Dewhurst	Panda
2018	1	W Mistletoe & W Woodlawn	Capitol	Michigan Ave
2019	1	Adrian Dr & Beryl Dr	Panda	Vance Jackson
2019	1	Cornell & Culebra Rd	N Colorado St	N San Marcos
2019	1	E Courtland Place & E Dewey Place	McCullough Ave	Paschal
2019	1	E Dewey Place & E Locust	Gillespie	Kendall St
2019	1	Jesus Alley & N San Jacinto St	W Salinas	W Travis St
2019	1	Saratoga & Sullivan	Panda	Vance Jackson
2019	1	Storeywood & Wayside	Thyer Dr	Vance Jackson
2019	1	W Woodlawn & W Craig Place	Breeden St	San Pedro Ave
2019	1	W Woodlawn & W Craig Place	Belknap St	Howard St
2019	1	W Mulberry Ave & W Huisache Ave	Ripley Ave	N Flores St
2019	1	W Mulberry Ave & W Huisache Ave	Belknap St	Howard St
2019	1	W Mulberry Ave & W Huisache Ave	Howard St	N Main Ave
2019	1	W Salinas & W Travis St	N Nueces	N Trinity
2019	1	W Salinas & W Travis St (Nemo Alley)	N Trinity	N Pinto St
2019	1	W Summit & W Mulberry Ave	N Zarzamora	N Calaveras
2020	1	Adrian Dr & Beryl Dr	Dewhurst	Barbet

Year	District	Street In Between	From	To
2020	1	Arbor Place & Ruiz St	N Sabinas	N Trinity
2020	1	Arbor Place & Ruiz St	Navidad	N Sabinas
2020	1	Arroyo Vista Dr & Craigmont Ln	Allena Dr	Brookview Dr
2020	1	Basswood Dr & Pilgrim Dr	Dewhurst	Barbet
2020	1	Basswood Dr & Storeywood	Dewhurst	Barbet
2020	1	Dewhurst Rd & Lemur Dr	Dewhurst	Barbet
2020	1	Dresden & Schmeltzer Ln	Allena Dr	Brookview Dr
2020	1	E Guenther St & Crofton	Constance	E Guenther St
2020	1	Future Dr & Adrian Dr	Dewhurst	Barbet
2020	1	General Krueger Blvd & Laurelwood Dr	Olympia	Rosehill Dr
2020	1	General Krueger Blvd & Laurelwood Dr	Blossom Vw	Winewood Dr
2020	1	General Krueger Blvd & Laurelwood Dr	Allena Dr	Blossom Vw
2020	1	Laurelwood Dr & Basse	Allena Dr	Blossom Vw
2020	1	Laurelwood Dr & Basse	Rosehill Dr	Allena Dr
2020	1	Leal St & Perez St	Dead End	N San Jacinto St
2020	1	Leal St & Perez St	N San Jacinto St	N Brazos St
2020	1	Lemur Dr & Addax Dr	Dewhurst	Barbet
2020	1	McManus Alley & Camp St	Dead End	S Flores St
2020	1	Perez St & Guerra	N Pinto St	N San Jacinto St
2020	1	Perez St & Guerra	N Trinity	N Pinto St
2020	1	Rivas St & Delgado St	Dead End	N Brazos St
2020	1	Ruiz St & Leal St	N San Jacinto St	N Brazos St
2020	1	Ruiz St & Leal St	Dead End	N San Jacinto St
2020	1	S Laredo St & S Flores St	Sharp	S Alamo St
2020	1	S Main Ave & City St	E Arsenal	W Sheridan
2020	1	Saratoga & Sullivan	Dewhurst	Barbet
2020	1	Savannah & Future Dr	Dewhurst	Barbet
2020	1	Sullivan & Savannah	Dewhurst	Barbet
2020	1	Wayside & Saratoga	Dewhurst	Barbet
2021	1	Chantilly Ct & Belvoir Dr	Callaghan Dr	Marlborough Dr
2021	1	Dudley Dr & Tiffany Dr	Marlborough Dr	Hopeton
2021	1	Edgebrook & Weizmann	Allena Dr	Blossom Vw
2021	1	Hillwood & General Krueger Blvd	Allena Dr	Blossom Vw
2021	1	Hillwood & General Krueger Blvd	Rosehill Dr	Allena Dr
2021	1	Marlborough Dr & Belvoir Dr	Marlborough Dr	Tiffany Dr

Year	District	Street In Between	From	To
2021	1	Marlborough Dr & Hopeton	Tiffany Dr	Alley A-11023
2021	1	Tiffany Dr & Dudley Dr	Belvoir Dr	Hopeton
2021	1	W Houston St & W Commerce St	N Pinto St	N San Jacinto St
2021	1	W Houston St & W Commerce St	N Trinity	N Pinto St
2021	1	W Houston St & W Commerce St	N Navidad	N Cibolo St
2021	1	W Salinas & W Travis St	N Cibolo St	N Sabinas
2021	1	W Salinas & W Travis St	N Chupaderas	N Navidad
2021	1	W Salinas & W Travis St	N Calaveras	N Chupaderas
2021	1	W Salinas & W Travis St	N Cibolo St	N Navidad
2021	1	W Travis St & W Houston St	N san Jacinto St	N Las Moras
2021	1	W Travis St & W Houston St	N Sabinas	N Nueces
2021	1	W Travis St & W Houston St	N Navidad	N Cibolo
2021	1	Weizmann & Hillwood	Rosehill Dr	Allena Dr
2021	1	Weizmann & Hillwood	Blossom Vw	Winewood Dr
2021	1	Weizmann & Hillwood	Allena Dr	Blossom Vw
2021	1	Winewood Dr & Blanco Rd	Hillwood	General Krueger Blvd
2022	1	Brookview Dr & Blanco Rd	Alley A-10850	Weizmann
2022	1	Craigmont Ln & Dresden	Allena Dr	Brookview Dr
2022	1	Craigmont Ln & Dresden	Olympia	Allena Dr
2022	1	E Craig Place & E French Place	N Main Ave	McCullough Ave
2022	1	E Dewey Place & E Locust	McCullough Ave	Paschal
2022	1	Tanglewood Ln & Mertz Dr	Oblate	Mapplewood Ln
2022	1	W Woodlawn & W Craig Place	Grant Ave	Blanco Rd
2022	1	W Craig Place & W French Place	N Zarzamora	N Calaveras
2022	1	W Elsmere Place & Fulton Ave	Grant Ave	Blanco Rd
2022	1	W Huisache Ave & W Magnolia Ave	N Flores St	Breeden St
2022	1	W Kings Hwy & W Summit	N Zarzamora	Fredericksburg Rd
2022	1	W Kings Hwy & W Summit	Michigan Ave	Grant Ave
2022	1	W Kings Hwy & W Summit	Aganier Ave	Railroad Tracks
2022	1	W Kings Hwy & W Summit	Capitol	Michigan Ave
2022	1	W Magnolia Ave & W Mistletoe	N Zarzamora	N Calaveras
2022	1	W Summit & W Magnolia Ave	Aganier Ave	Railroad Tracks
2018	10	Briarwood Dr & Camelback Dr	Unnamed Rd at Briarwood Dr	Scotsdale
2018	10	Harmon Dr & Chevy Chase Dr	Kenilworth Blvd	Alley A-10223
2018	10	Scotsdale & Greenwich Blvd	Eisenhauer Rd	Brees Blvd

Year	District	Street In Between	From	To
2018	10	Wellesley Blvd & Kenilworth Blvd	Harmon Dr	Chevy Chase Dr
2019	10	Emporia Blvd & Greenwich Blvd	Brees Blvd	Cloverleaf Ave
2019	10	Old Moss Rd Oak Ledge	Old Moss Rd	Alley A-11169
2019	10	Sagebrush Ln & Oak Ledge	Old Moss Rd	Alley A-11168
2020	10	Alley A-11172 & Old Moss Rd	Nacogdoches Rd	Sagebrush Ln
2020	10	La Rue & Nona Kay	Lovelace Dr	Bitters Rd
2020	10	La Rue & Nona Kay	Lovelace Dr	Ilse
2020	10	Nacogdoches Rd & Nona Kay	Nona Kay	Nacogdoches Rd
2020	10	Nacogdoches Rd & Nona Kay	Lovelacelace Dr	Macarthur Vw
2020	10	Nacogdoches Rd & Sagebrush Ln	Alley A-11172	Alley A-11174
2020	10	Oak Ledge & Pineridge Rd	Alley A-11171	Oak Ledge
2020	10	Woodbury Dr & Alley A-11174	Nacogdoches Rd	Sagebrush Ln
2021	10	Brees Blvd & Harmon Dr	Kenilworth Blvd	Chevy Chase Dr
2021	10	Larghmont Dr & Irvington Dr	Kenilworth Blvd	Chevy Chase Dr
2021	10	NE Loop 410 Access Rd & Royal Oaks Dr	N Vandiver Rd	Dalewood Place
2021	10	Oak Glen & Laramie	Cave Ln	Haskin Rd
2021	10	Treasure Way & Laburnum Dr	Lindenwood Dr	Nacogdoches Rd
2021	10	Treasure Way & Laburnum Dr	N New Braunfels Ave	Lindenwood Dr
2022	10	Greenbrier & Laurelcrest	Laurelhurst	Alley A-10346
2022	10	Ilse & Woodburry	Alley-11158	Alley-11156
2022	10	La Rue & Lantana Dr	Lantana Dr	La Rue
2022	10	La Rue & Lantana Dr	Lovelace Dr	Macarthur Vw
2022	10	Lantana Dr & Wahada	Lovelace Dr	Macarthur Vw
2022	10	Lantana Dr & Wahada	Lovelace Dr	Alley-11157
2022	10	Laramie & Cave Ln	N Vandiver Rd	Wayndale
2022	10	Laurel Hurst & Verdant	Laurel Hurst	Laurelcrest
2022	10	Laurel Hurst & Verdant	Alley A-10205	Edgehill Dr
2022	10	Laurelcrest & Laurelhurst	Laurelhurst	Alley A-10347
2022	10	Laurelhurst & Verdant	Alley A-10206	Alley A-10207
2022	10	Laurelhurst & Verdant	Greenbrier	Alley A-10207
2022	10	Nacogdoches Rd & Nona Kay	Nona Kay	Nacogdoches Rd
2018	2	Galahad Dr & Guinevere Dr	King Arthur	Alley A-11295
2018	2	Galahad Dr & Guinevere Dr	Alley A-11294	Ray Bon Dr
2018	2	Sherman St & Burleson St	N Pine St	Willow St
2019	2	Burleson Alley & Lamar St	Muncey	N Palmetto

Year	District	Street In Between	From	To
2019	2	Hays St & Burnet St	N Olive St	N Pine St
2019	2	Merlin Dr & Crusade Dr	King Arthur	Alley A-11293
2019	2	Prince Valiant Dr & Galahad Dr	Alley A-12526	Ray Bon Dr
2019	2	Sherman St & Burleson St	Muncey	N Palmetto
2019	2	Sherman St & Burleson St	Can't Stop	St James
2019	2	Sherman St & Burleson St	N Palmetto	Gibson
2019	2	Sherman St & Burleson St	Gibson	St Charles
2019	2	Sherman St & Burleson St	St James	Rogers Ave
2021	2	Guinevere Dr & Lancelot Dr	King Arthur	Ray Bon Dr
2022	2	Nolan & Dawson St	St John	N New Braunfels Ave
2022	2	Tropical Dr & Tallulah Dr	Kingston	Molokai
2018	3	E Highland Blvd & Avant Ave	S Olive St	S Pine St
2018	3	E Highland Blvd & Avant Ave	S Pine St	Piedmont Ave
2018	3	Hammond Ave & Rigsby Ave	Adele St	Clark Ave
2018	3	Rigsby Ave & Kayton Ave	S Mittman St	S Walters St
2018	3	Rigsby Ave & Kayton Ave	S Walters St	Adele St
2018	3	Rigsby Ave & Kayton Ave	Adele St	Clark Ave
2019	3	Adele St & Clark Ave	Kayton Ave	E Higland Blvd
2019	3	Greer St & Haggin St	S New Braunfels Ave	Stanfield
2019	3	Kayton Ave & E Highland Blvd	S Gevers St	Flower
2019	3	Mc Kinley ave & Steves Ave	S Hackberry St	S Olive St
2019	3	Rigsby Ave & Kayton Ave	S New Braunfels Ave	Matlock
2019	3	Rigsby Ave & Kayton Ave	Matlock	Nopal St
2019	3	Schley Ave & Mc Kinley Ave	S Pine St	Piedmont Ave
2019	3	Schley Ave & Mc Kinley Ave	Piedmont Ave	S Palmetto
2019	3	Schley Ave & Mc Kinley Ave	S Olive St	S Pine St
2020	3	E Drexel Ave & Hammond Ave	S New Braunfels Ave	Nopal St
2020	3	E Drexel Ave & Hammond Ave	S Pine St	Piedmont Ave
2020	3	IH 10 E Access Rd & E Drexel Ave	St Anthony Ave	S New Braunfels Ave
2020	3	IH 10 E Access Rd & E Drexel Ave	S Gevers St	S Mittman St
2021	3	Naylor & S Presa St	Hansford St	Mcmullen
2021	3	Naylor & S Presa St	McMullen	Alley A-10584
2021	3	Rigsby Ave & Kayton Ave	S Pine St	Piedmont Ave
2021	3	Rigsby Ave & Kayton Ave	S Olive St	S Pine St
2021	3	Wharton St & Uvalde St	Roosevelt Ave	Whiting

Year	District	Street In Between	From	To
2022	3	Dimmitt St & Webb	Roosevelt Ave	S Presa St
2022	3	Naylor & S Presa St	Eads Ave	Alley A-10578
2022	3	Naylor & S Presa St	Zapata	Calwell
2022	3	Roosevelt Ave & S Presa St	Caldwell	Dimmitt St
2022	3	Roosevelt Ave & S Presa St	Webb	Liberty
2022	3	Steves Ave & Vanderbilt	Piedmont Ave	S Palmetto
2022	3	Vanderbilt & Greer St	Piedmont Ave	S Palmetto
2018	4	McCauley Ave & Rayburn Dr	Otto St	Mallard St
2018	4	Rayburn Dr & SW Military Dr	Barlite Blvd	Otto St
2018	4	Rayburn Dr & SW Military Dr	Otto St	Mallard St
2020	4	Peterson Ave & Gaddis Blvd	Marek St	Crenshaw St
2020	4	Peterson Ave & W Ackard Place	W Ackard Place	Alley A-10554
2021	4	Kendalia Ave & McCauley Ave	Otto St	Mallard St
2021	4	Kendalia Ave & McCauley Ave	Barlite Blvd	Otto St
2021	4	W Hutchins Place & Parnell Ave	Crenshaw St	S Zarzamora
2021	4	W Mayfield & Kendalia Ave	Otto St	Wabash St
2022	4	Parnell Ave & Peterson Ave	Marek St	Crenshaw St
2022	4	Parnell Ave & Peterson Ave	Crenshaw St	Peterson Ave
2018	5	Buena Vista St & Monterrey St	S Sabinas	S Nueces
2018	5	Buena Vista St & Monterrey St	S Pinto St	S San Jacinto
2018	5	Buena Vista St & Monterrey St	S Trinity	S Pinto St
2018	5	Buena Vista St & Monterrey St	S San Jacinto	S Las Moras
2018	5	Buena Vista St & Monterrey St	S Nueces	S Trinity
2018	5	Buena Vista St & Monterrey St	S Cibolo St	S Sabinas
2018	5	Monterrey St & Saunders	S Calaveras	S Chupaderas
2018	5	Monterrey St & Saunders	S San Jacinto St	S Las Moras
2018	5	Monterrey St & Saunders	S Navidad	S Cibolo
2018	5	Monterrey St & Saunders	S Cibolo	S Sabinas
2018	5	Monterrey St & Saunders	S Chupaderas	S Navidad
2018	5	Morales & W Martin St	N Brazos St	N Colorado St
2018	5	Rivas St & Delgado St	N Colorado St	N San Marcos
2018	5	Sunders & W Durango Blvd	S San Jacinto St	S Las Moras
2018	5	Sunders & W Durango Blvd	S Pinto St	S San Jacinto St
2018	5	W Commerce & Buena Vista St	S Nueces	S Trinity
2018	5	W Travis St & W Houston St	N Ritcher St	N San Marcos

Year	District	Street In Between	From	To
2019	5	Hunstock Ave & Haynes	Grove Ave	Yellow Stone
2019	5	Roosevelt Ave & Loretta	Yellow Stone	W Highland Blvd
2019	5	W Commerce & Buena Vista St	S Calaveras	S Chupaderas
2019	5	W Commerce & Buena Vista St	S Chupaderas	S Navidad
2019	5	W Houston St & W Commerce St	S Hamilton Ave	S Spring
2019	5	W Houston St & W Commerce St	S Murry St	S Zarzamora
2019	5	W Houston St & W Commerce St	S Spring	S Murry St
2020	5	Buena Vista St & Monterey St	S Colorado St	S Ritcher St
2020	5	Colima St & Vera Cruz St	N Zarzamora	S Rosillo
2020	5	Monterrey St & Saunders	S Spring	S Elmendorf
2020	5	Monterrey St & Saunders	S Murry St	S Zarzamora
2020	5	S Brazos St & Alley A-10041	San Fernando St	El Paso St
2020	5	S San Jacinto St & S Trinity	Guadalupe St	El Paso St
2020	5	S San Marcos & S Comal St	Vera Cruz St	S San Marcos
2020	5	S Zarzamora & S Rosillo	El Paso St	Guadalupe St
2021	5	Buena Vista St & Monterrey St	S Elmendorf	S Murry
2021	5	Buena Vista St & Monterrey St	S Hamilton Ave	S Srpring
2021	5	Buena Vista St & Monterrey St	S Murry	S Zarzamora
2021	5	Buena Vista St & Monterrey St	S Zarzamora	S Rosillo
2021	5	Buena Vista St & Monterrey St	S Srpring	S Elmendorf
2021	5	San Luis St & San Fernando St	S Cibolo St	S Sabinas
2021	5	San Luis St & San Fernando St	S Navidad	S Cibolo St
2021	5	San Luis St & San Fernando St	S Nueces	S Trinity
2021	5	San Luis St & San Fernando St	S Sabinas	S Nueces
2021	5	Saunders & W Durango Blvd	S Calaveras	S Chupaderas
2021	5	Saunders & W Durango Blvd	S Navidad	S Cibolo
2021	5	Saunders & W Durango Blvd	S Sabinas	S Nueces
2022	5	Arbor Place & Ruiz St	Dead End (West)	N Colorado St
2022	5	N Smith St & N Colorado St	Rivas St	Delgado St
2022	5	W Commerce & Buena Vista St	N Hamilton Ave	S Spring
2022	5	W Commerce & Buena Vista St	S Spring	S Elmendorf
2022	5	W Commerce St & Buena Vista St	SW 18Th St	S Picoso
2022	5	W Commerce St & Buena Vista St	S Hamilton Ave	S Picoso
2022	5	W Salinas & English Way	N Smith St	N Colorado St
2022	5	W Travis St & W Houston	S Murry St	S Zarzamora

Year	District	Street In Between	From	To
2022	5	W Travis St & W Houston	S Spring	S Murry St
2022	5	W Travis St & W Houston	S Hamilton Ave	S Spring
2018	7	Bella Vista Dr Sunnyland	E Broadview	Bloomfield Dr
2018	7	Club Dr & Mary Louise	Vollum Ave	San Antonio Ave
2018	7	Donaldson Ave & W Gramercy Place	Shearer Blvd	Lake Blvd
2018	7	Donaldson Ave & W Gramercy Place	Kampmann Blvd	Shearer Blvd
2018	7	Leming Dr & Quentin Dr	Wilson Blvd	Kampmann Blvd
2018	7	Leming Dr & Quentin Dr	Kampmann Blvd	Shearer Blvd
2018	7	Thomas Jefferson Dr & Alexander Hamilton	Manor Dr	Wilson Blvd
2018	7	Thomas Jefferson Dr & Alexander Hamilton	Alexander Hamilton	Dickinson Dr
2018	7	Thomas Jefferson Dr & Alexander Hamilton	Dickinson Dr	Manor Dr
2018	7	W Huisache Ave & W Magnolia Ave	Kampman Blvd	Lake Blvd
2018	7	W Summit & W Mulberry Ave	Wilson Blvd	Kampmann Blvd
2019	7	Clearview Dr & Lookout Dr	Lookout Dr	E Broadview
2019	7	Cloudcroft Dr & Sunnycrest Dr	Cloudcroft Dr	E Broadview
2019	7	Coyle Place & Vaughan Place	Babcock Rd	Loma Linda Dr
2019	7	Ewing & Janis Rae	Loma Linda Dr	Janis Rae
2019	7	Ewing & Norfolk Place	Babcock Rd	Loma Linda Dr
2019	7	John Adams Dr & Shadwell	St Clouud	John Adams Dr
2019	7	Mcneel Rd & E Sunshine	St Cloud	Alley A-10751
2019	7	Rolling Green Dr & Sunnycrest Dr	E Broadview	Cloudcroft Dr
2019	7	Shadwell & Thomas Jefferson Dr	John Adams Dr	Dickinson Dr
2019	7	Sutton & Shadwell	John Adams Dr	Dickinson Dr
2019	7	Sutton & Shadwell	Dickinson Dr	Manor Dr
2019	7	Texas Ave & Waverly	Neff Ave	Goodrich Ave
2019	7	Texas Ave & Waverly	Goodrich Ave	Adaes
2019	7	Texas Ave & Waverly	Peacock Ave	Rouse
2019	7	Vaughan Place & Ewing	Babcock Rd	Loma Linda Dr
2019	7	W Mulberry & W Huisache Ave	San Antonio Ave	N Elmendorf
2019	7	W Summit & W Mulberry Ave	San Antonio Ave	N Elmendorf
2019	7	W Summit & W Mulberry Ave	N Elmendorf	N Zarzamora
2020	7	Beverly Dr & W Summit	Wilson Blvd	Kampmann Blvd
2020	7	Beverly Dr & W Summit	Manor Dr	Wilson Blvd
2020	7	Kings Hwy & Beverly	Wilson Blvd	Kampmann Blvd
2020	7	W Kings Hwy & Beverly Dr	St Cloud	Morning Glory

Year	District	Street In Between	From	To
2020	7	W Kings Hwy & W Summit	Kampman Blvd	Shearer Blvd
2020	7	W Kings Hwy & W Summit	Shearer Blvd	Lake Blvd
2020	7	W Magnolia Ave & W Mistletoe	Emory	Wilson Blvd
2020	7	W Mistletoe & W Woodlawn	Hickory St	Morning Glory
2020	7	W Mistletoe & W Woodlawn	Morning Glory	Germania St
2020	7	W Mistletoe & W Woodlawn	Germania St	Emory
2021	7	Alexander Hamilton & Meredith Dr	Thomas Jefferson Dr	Dickinson Dr
2021	7	Alexander Hamilton & Meredith Dr	Meredith Dr	Thomas Jefferson Dr
2021	7	Berwick & Suffolk	Babcock Rd	Loma Linda Dr
2021	7	Bethany Place & Berwick	Babcock Rd	Loma Linda Dr
2021	7	Cromwell & Rosemont Dr	Dickinson Dr	Wilson Blvd
2021	7	Cromwell & Rosemont Dr	St Cloud	Dickinson Dr
2021	7	Norfolk Place & Bethany Place	Babcock Rd	Loma Linda Dr
2021	7	Rosemont Dr & Haverhill Dr	Dickinson Dr	Wilson Blvd
2021	7	W Summit & W Mulberry Ave	Kampman Blvd	Lake Blvd
2021	7	Williamsburg & Coyle Place	Ozark	Loma Linda Dr
2021	7	Williamsburg & Raleigh Place	Babcock Rd	Ozark
2022	7	Cincinnati Ave & Texas Ave	Germania St	Emory
2022	7	Donaldson Ave & John Page Dr	Donaldson Ave	Thomas Jefferson Dr
2022	7	Donaldson Ave & Senisa	Morning Glory	Mabry
2022	7	Meredith Dr & Donaldson Ave	Manor Dr	Wilson Blvd
2022	7	Meredith Dr & John Page/ Donaldson Ave	St Cloud	Thomas Jefferson Dr
2022	7	Meredith Dr & John Page/ Donaldson Ave	Thomas Jefferson Dr	Dickinson Dr
2022	7	W Gramercy Place & W Kings Hwy	Manor Dr	Wilson Blvd
2022	7	W Magnolia Ave & W Mistletoe	N Elmendorf	N Zarzamora
2022	7	Windsor & Senisa Dr	St Cloud	Morning Glory
2019	8	Cedar CV & Welsch Vw	Quail Pass	Woodridge Path
2019	8	Fern Glen & Gardendale	Fern Glen	Fern Glen
2019	8	Heather Vw / Quail Crown & Cedar Cv	Quail Pass	Woodridge Path
2019	8	Woodridge Hill & Alley A-11213	Alley A-11213	Quail Pass
2020	8	Alley A-11194 & Fern Glen	Dead End	Wurzbach Rd
2020	8	Northwest Pkwy & Heather Vw	Alley A-11208	Alley A-11219
2020	8	Northwest Pkwy & Heather Vw	Wood Harbor	Alley A-11209
2020	8	Quail Pass & Woodridge Path	Alley A-11214	Alley A-11210
2021	8	Chambers & Mocking Bird Ln	Plewasure Hill Dr	Mocking Bird Ln

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street In Between	From	To
2021	8	Mt Laurel Dr & Laurel Trl	Bluemel	Fern Glen
2021	8	Sage Trl & Stony Forest	Alley A-11091	Sage Trl
2019	9	Caper Ln & Blue Crest Ln	Alley A-11152	Alley A-11153
2019	9	Cork Cv & Deer Ledge	Vance Jackson	Alley A-11039
2019	9	Southwalk & Candida	Perennial	Alley A-11154
2019	9	Vance Jackson & Barcelona	Cork Cv	Callaghan Rd
2022	9	Grey Oak & Melissa Dr	Carolwood Dr	Alley A-11056
2022	9	Grey Oak & Melissa Dr	Alley A-11057	Blanco Rd
2022	9	Melissa Dr & Mt Rainier Dr	Carolwood Dr	Alley A-11058
2022	9	Tammy & Serenade	Moonglow	San Pedro

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2018	1	Alazan Creek	W Martin St	S Colorado St	Improved Channel
2018	1	Alazan Creek	W Poplar St	N Zarzamora	Improved Channel
2018	1	Beacon Channel	3010 Beacon Ave	Olmos Creek Lower	Improved Channel
2018	1	SW of 2638 Kerry Brook Ct @ Dudley Dr	SW of 2638 Kerry Brook Ct @ Dudley Dr	Vance Jackson	Improved Channel
2018	1	Unnamed Natural Creek of Olmos Creek Lower	Basse Rd	Olmos Creek Lower	Natural Creek
2018	1	Unnamed Tributary 8 In Olmos Creek	Olmos Creek Middle	Algerita	Natural Creek
2018	1	Unnamed Tributary 8 In Olmos Creek	Parman Pl	Algerita	Natural Creek
2019	1	Martinez Creek	W Poplar St	Perez St/Alazan Creek	Improved Channel
2020	1	Contour & Howard	Basse	W Contour Dr	Improved Channel
2020	1	Olmos Creek Lower	Blanco Rd	San Pedro Ave	Improved Channel
2020	1	Olmos Creek Lower	Jackson-Keller	Blanco Rd	Improved Channel
2021	1	Martinez Creek A	Culebra Rd		Improved Channel
2021	1	San Pedro Creek Lower Reach	Camp St		Improved Channel
2021	1	OLMOS CREEK LOWER	US Hwy 281 N	Jones Maltsberger Rd	Natural Creek
2021	1	OLMOS CREEK LOWER	Basse / GIS Limit is Jones Maltsberger Rd	US Hwy 281 N	Natural Creek
2021	1	OLMOS CREEK LOWER	McCullough Ave	Basse -Alamo Heights City Limits	Natural Creek
2021	1	OLMOS CREEK LOWER	San Pedro Ave	McCullough Ave	Natural Creek
2022	1	Alazan Creek	Waverly Ave	N Zarzamora St	Improved Channel
2022	1	Alazan Creek	N Zarzamora St	Confluence of Martinez Creek A	Improved Channel
2022	1	Ave Maria Channel	226 Ave Maria Dr	Olmos Creek Lower	Improved Channel
2022	1	Ingleside Channel	2303 Ingleside/Windham	RR Tracks	Improved Channel
2022	1	Unnamed Natural Creek of Olmos Creek Lower	Basse Rd	Olmos Creek Lower	Natural Creek
2022	1	Unnamed Tributary 8 In Olmos Creek	Olmos Creek Middle	Algerita	Natural Creek
2022	1	Unnamed Tributary 8 In Olmos Creek	Parman Pl	Algerita	Natural Creek
2018	2	2620 Harry Wurzbach	behind 2620 Harry Wurzbach	6934 E Sunbelt Dr	Improved Channel
2018	2	4907 Muddy Bay	4907 Muddy Bay	5115 Meridian Farm	Improved Channel
2018	2	Stoneshire Channel	5422 Stoneshire	5230 Stoneshire	Improved Channel
2018	2	Salado Creek	IH 35 N	Gembler Rd	Natural Creek
2018	2	Salado Creek	E Houston St	E Commerce St	Natural Creek
2018	2	Salado Creek	Gembler Rd	E Houston St	Natural Creek
2018	2	Salado Creek	IH 10 E	Martin Luther King Dr	Natural Creek
2018	2	Salado Creek	NE Loop 410	Austin Hwy	Natural Creek
2018	2	Salado Creek	E Commerce St	IH 10 E	Natural Creek
2018	2	Salado Creek	Brettonwood Dr @ Grantham	behind property @ 404 Holbrook	Natural Creek
2018	2	Salitrillo Creek	220 yds SW of Autumn Vw @ Autumn Ledge	E Loop 1604 N, S of N Graytown Rd	Natural Creek
2018	2	Tributary B To Salitrillo Creek	IH 10 E	Pfeil Rd	Natural Creek
2018	2	Tributary D To Salitrillo Creek	FM 1516 N	E Loop 1604 N	Natural Creek
2018	2	Unnamed Tributary 02 In New Sulphur Springs Creek	Pyrite Loop	New Sulphur Springs	Natural Creek
2018	2	Unnamed Tributary 06 In Escondido Creek	Toronto at Langdon	Escondido Creek	Natural Creek
2018	2	Unnamed Tributary 56 In Martinez Creek B	Unnamed Trib 57 in Martinez Crk B	Martinez Creek B	Natural Creek
2018	2	Unnamed Tributary 58 In Martinez Creek B	Minnie St	IH 10 E Access Rd	Natural Creek
2018	2	Unnamed Tributary A To Rosillo Creek	180 yds N of FM 1346	600 yds E of 1730 SE Loop 410 Access Rd	Natural Creek
2018	2	West Salitrillo Creek	200 yds S of Diana Dr	Salitrillo Creek S of Autumn Vw	Natural Creek
2019	2	4210 King Krest	4210 King Krest	IH 10 E Access Rd	Improved Channel
2019	2	Sinclair Channel	Sinclair Rd	Private Property - .15 miles downstream	Improved Channel
2019	2	Martinez Creek B	8000 block IH 10 E (eastbound)	FM 1516 N / COSA City Limit	Natural Creek
2019	2	New Sulphur Springs Creek	Unnamed Trib 06 New Sulphur Crk	New Sulphur Springs	Natural Creek
2019	2	New Sulphur Springs Creek	E of Flower Meadow & W of S Foster Rd	E of Channel Vw & W of 4988 S Foster Rd	Natural Creek
2019	2	Salado Creek	Ft Sam Houston	IH 35 N	Natural Creek
2019	2	Salado Creek	Austin Hwy	Rittiman Rd	Natural Creek
2019	2	Unnamed Natural Creek of Salado Creek	NE Loop 410 Access Rd near Milling	Creekview	Natural Creek
2019	2	Unnamed Trib 06 New Sulphur Creek	S Foster Rd	New Sulphur Creek	Natural Creek
2019	2	Unnamed Tributary 03 In New Sulphur Springs Creek	Hematte Rim	Unnamed Trib 02 in New Sulphur Springs Creek	Natural Creek
2019	2	Unnamed Tributary A To Rosillo Creek	600 yds E of 1730 SE Loop 410 Access Rd	Rosillo Creek / COSA City Limit	Natural Creek
2020	2	3510 Northeast Pkwy	3510 Northeast Pkwy	Avalon Apartments	Improved Channel
2020	2	3614 Van Dyke	3614 Van Dyke	3738 Electra	Improved Channel

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2020	2	6098 Glacier Sun Channel	6098 Glacier Sun Channel	6115 Sunrise Cliff	Improved Channel
2020	2	9240 Weichold Road	9240 Weichold Road	Langdon Rd	Improved Channel
2020	2	Sun Canyon Dr Channel	5718 Sun Canyon Dr	Sun Falls	Improved Channel
2020	2	Woodbrook Channel	Kaepa Ct	Thornwood	Improved Channel
2020	2	Menger Creek	AT&T Center Pkwy	Salado Creek	Natural Creek
2020	2	Rittiman Creek	FM 78	Summerfest Dr	Natural Creek
2020	2	Rittiman Creek	Rittiman Rd	FM 78	Natural Creek
2020	2	Rosillo Creek	Gibbs-Sprawl Rd	40 yds N of FM78	Natural Creek
2020	2	Rosillo Creek	Ackerman Creek / Rosillo Creek confluence	extending 1,065 yds S of IH 10 E Access Rd	Natural Creek
2020	2	Rosillo Creek	135 yds NE of La Colonia @ Stoneshire	Gibbs-Sprawl Rd	Natural Creek
2020	2	Salado Creek	IH 35 N	GEMBLER RD	Natural Creek
2020	2	Salado Creek	IH 10 E	MARTIN LUTHER KING DR	Natural Creek
2020	2	Salado Creek Tributary B	Pecan Valley Dr	Salado Creek	Natural Creek
2020	2	Salitrillo Creek	IH 10 E	S of N Graytown Rd E of IH 10 E	Natural Creek
2020	2	Unnamed Natural Creek N of Rigsby Concrete Channel	Clark Ave	Rigsby Ave	Natural Creek
2020	2	Unnamed Natural Creek of Beitel Creek	150 yds W of IH 35 N Access Rd	Thousand Oaks	Natural Creek
2020	2	Unnamed Natural Creek of Beitel Creek	Thousand Oaks	Beitel Creek	Natural Creek
2020	2	Unnamed Natural Creek of Rosillio Creek	Espada Falls 200 yds S of Sinclair Rd	Rosillo Creek	Natural Creek
2020	2	Unnamed Natural Creek of Salado Creek	Salado Creek	between Electra Dr & Sumner @ Fremont Pl	Natural Creek
2020	2	Unnamed Natural Creek of Salado Creek	NE Loop 410 Access Rd near Milling	Creekview	Natural Creek
2020	2	Unnamed Natural Creek of Salado Creek	AT&T Center Pkwy 430 yds S of Gembler Rd @ AT&T	Salado Creek	Natural Creek
2020	2	Unnamed Natural Creek Rosillo Creek	Rosillo Creek	LakeFront	Natural Creek
2020	2	Unnamed Tributary 04 In New Sulphur Springs Creek	Unnamed Trib 02I n NewSulphurSpgsCrk	New Sulphur Springs	Natural Creek
2020	2	Unnamed Tributary 05 In New Sulphur Springs Creek	S Foster Rd	New Sulphur Springs Creek	Natural Creek
2020	2	Unnamed Tributary D To Rosillo Creek	SE Loop 410 Access Rd	New Sulphur Spgs	Natural Creek
2021	2	3600 Eisenhauer	Avalon Apartments @ 3600 Eisenhauer Rd	Corinne	Improved Channel
2021	2	Weebles Channel	7902 Weebles Dr		Improved Channel
2021	2	Ackerman Creek	Foster	Rosillo Creek	Natural Creek
2021	2	Beitel Creek	Perrin Beitel	Confluence of Salado Creek	Natural Creek
2021	2	Calaveras Creek Middle	Calaveras Crk Middle	New Sulphur Springs Creek	Natural Creek
2021	2	OLMOS CREEK LOWER	Devine Rd	Olmos Dam	Natural Creek
2021	2	OLMOS CREEK LOWER	Olmos Dam	San Antonio River/Cathedral Park	Natural Creek
2021	2	Salado Creek	Brettonwood Dr @ Grantham	behind property @ 404 Holbrook	Natural Creek
2021	2	Salado Creek	IH 35 N	Gembler Rd	Natural Creek
2021	2	Salado Creek	E Houston St	E Commerce St	Natural Creek
2021	2	Salado Creek	Gembler Rd	E Houston St	Natural Creek
2021	2	Salado Creek	IH 10 E	Martin Luther King Dr	Natural Creek
2021	2	Salado Creek	NE Loop 410	Austin Hwy	Natural Creek
2021	2	Salado Creek	E Commerce St	IH 10 E	Natural Creek
2022	2	Lavender Channel	Lavender Ln	SE Loop 410 Access Rd	Improved Channel
2022	2	Salado Creek	IH 35 N	Gembler Rd	Natural Creek
2022	2	Salado Creek	E Houston St	E Commerce St	Natural Creek
2022	2	Salado Creek	Gembler Rd	E Houston St	Natural Creek
2022	2	Salado Creek	IH 10 E	Martin Luther King Dr	Natural Creek
2022	2	Salado Creek	NE Loop 410	Austin Hwy	Natural Creek
2022	2	Salado Creek	E Commerce St	IH 10 E	Natural Creek
2022	2	Salado Creek	Brettonwood Dr @ Grantham	behind property @ 404 Holbrook	Natural Creek
2022	2	Salitrillo Creek	220 yds SW of Autumn Vw @ Autumn Ledge	E Loop 1604 N, S of N Graytown Rd	Natural Creek
2022	2	Tributary B To Salitrillo Creek	IH 10 E	Pfeil Rd	Natural Creek
2022	2	Tributary D To Salitrillo Creek	FM 1516 N	E Loop 1604 N	Natural Creek
2022	2	Unnamed Tributary 02 In New Sulphur Springs Creek	Pyrite Loop	New Sulphur Springs	Natural Creek
2022	2	Unnamed Tributary 06 In Escondido Creek	Toronto at Langdon	Escondido Creek	Natural Creek
2022	2	Unnamed Tributary 56 In Martinez Creek B	Unnamed Trib 57 in Martinez Crk B	Martinez Creek B	Natural Creek
2022	2	Unnamed Tributary 58 In Martinez Creek B	Minnie St	IH 10 E Access Rd	Natural Creek
2022	2	Unnamed Tributary A To Rosillo Creek	180 yds N of FM 1346	600 yds E of 1730 SE Loop 410 Access Rd	Natural Creek
2022	2	West Salitrillo Creek	200 yds S of Diana Dr	Salitrillo Creek S of Autumn Vw	Natural Creek

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Year	District	Street	Upper Limit	Lower Limit	Channel Type
2018	3	4242 E Southcross	4242 E Southcross	Chandler - Dead End	Improved Channel
2018	3	San Antonio River	COSA City Limit - SW of Shady Falls Rd	COSA City Limit - SW of Shady Falls Rd	Natural Creek
2018	3	San Antonio River	COSA City Limit - SW of Shady Falls Rd	COSA City Limit - SW of Shady Falls Rd	Natural Creek
2018	3	San Antonio River	COSA City Limit / 900 yds SE Streich Rd dead end	COSA City Limit / 500 yds SE Streich Rd dead end	Natural Creek
2018	3	San Antonio River	COSA City Limit / 400 yds NW of PVT Rd @ Labus Rd	COSA City Limit / 225 yds NW of PVT Rd @ Labus Rd	Natural Creek
2018	3	San Antonio River	end of Brauning Creek	COSA City Limit	Natural Creek
2018	3	San Antonio River Above Medina	between S Blue Wing Rd & Flatten Rd (North)	between S Blue Wing Rd & Flatten Rd (South)	Natural Creek
2018	3	San Antonio River Above Medina	360 yds E of S Blue Wing Rd (North)	680 yds E of S Blue Wing Rd (South)	Natural Creek
2018	3	San Antonio River Above Medina	between S Blue Wing Rd & Flatten Rd (West)	between S Blue Wing Rd & Flatten Rd (East)	Natural Creek
2018	3	San Antonio River Above Medina	950 yds SE of Donop Rd @ IH 37 S	19515 IH 37 S	Natural Creek
2018	3	Sixmile Spill	65 yds E on Ashley Rd from Acequia Rd	beginning of Sixmile Spill	Natural Creek
2018	3	Sixmile Spill	end of Sixmile Spill	San Antonio River @ southern extension	Natural Creek
2018	3	Unnamed Tributary 01 In Braunig Creek	Old Corpus Christi	Unnamed Trib 01 in Braunig Creek	Natural Creek
2018	3	Unnamed Tributary 02 In San Antonio River	SE Loop 410 Access Rd	COSA City Limit 165 S of Shane Rd	Natural Creek
2018	3	Unnamed Tributary 02 In San Antonio River	Dave Erwin Dr	S Presa St	Natural Creek
2019	3	Brookside Channel	S Presa St	SE Loop 410 Access Rd	Improved Channel
2019	3	East Palfrey Channel	4003 Anton Dr	Salado Creek past Corfu	Improved Channel
2019	3	Emory Oak Outfall	Emory Oak Dr	300ft to Undeveloped Channel	Improved Channel
2019	3	Spring View Channel	Club VW	Springview Dr	Improved Channel
2019	3	Verde Bosque Channel	4003 Miho	8042 Shumard Oak	Improved Channel
2019	3	Tributary F To San Antonio River	Southton Rd	SA River above Medina	Natural Creek
2019	3	Unnamed Natural Creek of Salado Creek	Winesap	Salado Creek	Natural Creek
2019	3	Unnamed Natural Creek of the Medina River	Unnamed Tributary 20 of the Medina River	Medina River	Natural Creek
2019	3	Unnamed Trib 1 In Comanche Creek	Unnamed Trib 2 in Comanche Creek	Comanche Creek	Natural Creek
2019	3	Unnamed Trib 11 In Medina River	Medina River	Neal Rd	Natural Creek
2019	3	Unnamed Trib 17 In Medina River	Unnamed Trib 11 in Medina River	Neal Rd	Natural Creek
2019	3	Unnamed Trib 17 in SA River	SA River Above Medina	Unnamed Trib 13 in SA River	Natural Creek
2019	3	Unnamed Trib 18 In Medina River	Private St at 1 Lone Star Pass	Medina River	Natural Creek
2019	3	Unnamed Trib 19 In Medina River	Medina River	W of Pleasanton Rd @ FM 2537	Natural Creek
2019	3	Unnamed Trib 43 In Medina River	Medina River	Rabe	Natural Creek
2019	3	Unnamed Tributary 03 In Braunig Creek	Old Corpus Christi Rd	Braunig Creek	Natural Creek
2019	3	Unnamed Tributary 14 In San Antonio River	Donop Rd	San Antonio River Above Medina	Natural Creek
2019	3	Unnamed Tributary 15 In San Antonio River	Unnamed Trib 14 in SA River	IH 37 S Access	Natural Creek
2020	3	129 Sligo	129 Sligo	S Presa St	Improved Channel
2020	3	139 Juniper	139 Juniper	235 Juniper	Improved Channel
2020	3	303 Proctor	303 Proctor	Commercial Tributary	Improved Channel
2020	3	MacDona Channel	IH 35 S Access Rd	McCauley Ave	Improved Channel
2020	3	NW of 1439 Cantrell	NW of 1439 Cantrell	Concrete Spillway near Hutchins Pl	Improved Channel
2020	3	Salado Creek Tributary A	160 yds S of Arrid @ Talisman	Southside Lions Park lake	Natural Creek
2020	3	Sixmile Spill	70 yds W of Espada Rd	toward San Antonio River southern extension	Natural Creek
2020	3	Tributary E To San Antonio River	Wrangler Vw	Henze Rd	Natural Creek
2020	3	Tributary F To San Antonio River	US Hwy 181 S	S Blue Wing Rd	Natural Creek
2020	3	Tributary F To San Antonio River	S Blue Wing Rd	IH 37 S	Natural Creek
2020	3	Unnamed Natural Channel near Salado Creek	Shumard Oak Dr	runs toward Salado Creek @ Republic Golf	Natural Creek
2020	3	Unnamed Natural Creek of Salado Creek	behind Pecan Valley Elem 260 yds S of E Southcross	Salado Creek	Natural Creek
2020	3	Unnamed Trib 1 In Leon Creek	Leon Creek	Applewhite	Natural Creek
2020	3	Unnamed Trib 10 In Medina River	Applewhite Rd	Old Applewhite Rd	Natural Creek
2020	3	Unnamed Trib 11 In Leon Creek	Unnamed Trib 1 in Leon Crk	Lone Star Pass	Natural Creek
2020	3	Unnamed Tributary 05 In San Antonio River	Mission Rd	San Antonio River Ds-Sym Reach	Natural Creek
2020	3	Unnamed Tributary 16 In San Antonio River	IH 37 S	SA River Above Medina	Natural Creek
2020	3	Unnamed Tributary 20 In San Antonio River	Donop Rd	Southton Rd	Natural Creek
2020	3	Unnamed Tributary 22 In San Antonio River	IH 37 Access	Donop Rd	Natural Creek
2021	3	Braunig Creek	Shady Falls	San Antonio River	Natural Creek
2021	3	Braunig Creek	Southton	Donop	Natural Creek
2021	3	Brooks Creek	Presa	Mission	Natural Creek
2022	3	Bob Billa Channel	3265 Bob Billa	3523 Bob Billa	Improved Channel

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Year	District	Street	Upper Limit	Lower Limit	Channel Type
2022	3	Dexired Channel	4266 Chandler Rd	4311 Stayman Dr	Improved Channel
2022	3	San Antonio River	COSA City Limit / 900 yds SE Streich Rd dead end	COSA City Limit / 500 yds SE Streich Rd dead end	Natural Creek
2022	3	San Antonio River	COSA City Limit / 400 yds NW of PVT Rd @ Labus Rd	COSA City Limit / 225 yds NW of PVT Rd @ Labus Rd	Natural Creek
2022	3	San Antonio River	end of Brauning Creek	COSA City Limit	Natural Creek
2022	3	San Antonio River	COSA City Limit - SW of Shady Falls Rd	COSA City Limit - SW of Shady Falls Rd	Natural Creek
2022	3	San Antonio River	COSA City Limit - SW of Shady Falls Rd	COSA City Limit - SW of Shady Falls Rd	Natural Creek
2022	3	San Antonio River Above Medina	between S Blue Wing Rd & Flatten Rd (West)	between S Blue Wing Rd & Flatten Rd (East)	Natural Creek
2022	3	San Antonio River Above Medina	between S Blue Wing Rd & Flatten Rd (North)	between S Blue Wing Rd & Flatten Rd (South)	Natural Creek
2022	3	San Antonio River Above Medina	360 yds E of S Blue Wing Rd (North)	680 yds E of S Blue Wing Rd (South)	Natural Creek
2022	3	San Antonio River Above Medina	950 yds SE of Donop Rd @ IH 37 S	19515 IH 37 S	Natural Creek
2022	3	Sixmile Spill	65 yds E on Ashley Rd from Acequia Rd	beginning of Sixmile Spill	Natural Creek
2022	3	Sixmile Spill	end of Sixmile Spill	San Antonio River @ southern extension	Natural Creek
2022	3	Unnamed Tributary 01 In Braunig Creek	Old Corpus Christi	Unnamed Trib 01 in Braunig Creek	Natural Creek
2022	3	Unnamed Tributary 02 In San Antonio River	SE Loop 410 Access Rd	COSA City Limit 165 S of Shane Rd	Natural Creek
2022	3	Unnamed Tributary 02 In San Antonio River	Dave Erwin Dr	S Presa St	Natural Creek
2022	3	Unnamed Tributary 04 To San Antonio River	Mission Rd	Symphony Lane	Natural Creek
2018	4	Adams Hill Dr behind 2100 Mossy Crk	Adams Hill Dr	Farmsville Dr	Improved Channel
2018	4	Indian Creek	Medina Base Rd	Ray Ellison Blvd	Improved Channel
2018	4	Unnamed Trib 5 In Caracol Creek	Military	Loop 1604	Natural Creek
2019	4	Gallop Channel	7911 Gallop	7603 Gallop	Improved Channel
2019	4	Gun Smoke Channel	7815 Bronco Ln	7807 Gallop	Improved Channel
2019	4	Unnamed Trib 2 In Comanche Creek	Verano	Comanche Creek	Natural Creek
2019	4	Unnamed Trib 4 In Leon Creek	Old Pearsall	Leon Creek	Natural Creek
2019	4	Unnamed Trib 44 In Medio Creek	Street A	Medio Creek	Natural Creek
2019	4	Unnamed Trib 6 In Medina River	Crest Water	State Hwy 16	Natural Creek
2019	4	Unnamed Trib 7 In Medina River	State Hwy 16	Medina River	Natural Creek
2019	4	Unnamed Trib 8 In Medina River	Applewhite	Medina River	Natural Creek
2019	4	Unnamed Trib 9 In Medina River	Lone Star Pass	Unnamed Trib 8 in Medina River	Natural Creek
2020	4	1819 Ann Arbor	Rhoda Ave	S Zarzamora	Improved Channel
2020	4	Elm Creek	Medina River	W Jett Rd	Natural Creek
2020	4	Indian Creek	Somerset Rd near COSA City Limit	runs parallel to SW Loop 410 Access Rd	Natural Creek
2020	4	Indian Creek Spill	Somerset Rd	SW Loop 410 Access Rd / COSA City Limit	Natural Creek
2020	4	Indian Creek Tributary A	IH 35 S Access Rd	Indian Creek	Natural Creek
2020	4	Leon Creek	US Hwy 90 W	Morey/Lackland	Natural Creek
2020	4	Leon Creek Tributary A	Durette at Claymore	Leon Creek	Natural Creek
2020	4	Long Hollow	9800 block US Hwy 90 / COSA City Limit	9800 block US Hwy 90 / COSA City Limit	Natural Creek
2020	4	Medina River	315 yds W of State Hwy 16 S	State Hwy 16 S	Natural Creek
2020	4	Medio Creek	IH 35 S Access Rd (southbound)	IH 35 S Access Rd (northbound)	Natural Creek
2020	4	Unnamed Natural Creek of Indian Creek Trib B	Five Palms	Old Pearsall Rd	Natural Creek
2020	4	Unnamed Natural Creek of Leon Creek	S of SW Military Dr 40 yds W of B52 Ln	Leon Creek	Natural Creek
2020	4	Unnamed Trib 1 In Leon Creek	Triangle	Applewhite	Natural Creek
2020	4	Unnamed Trib 2 In Leon Creek	Highcrest Dr	Leon Creek	Natural Creek
2020	4	Unnamed Trib 3 In Comanche Creek	Zarzamora	Comanche Creek	Natural Creek
2020	4	Unnamed Trib 3 In Leon Creek	Unnamed Trib4 in Leon Creek	Leon Creek	Natural Creek
2020	4	Unnamed Trib 31 In Medio Creek	500 yds E of Misty Plain Dr dead end	COSA City Limit Boundary	Natural Creek
2020	4	Unnamed Trib 40 In Medio Creek	Ray Ellison	Covel	Natural Creek
2020	4	Unnamed Trib 41 In Medio Creek	Rigel Bay	Covel	Natural Creek
2020	4	Unnamed Trib 6 In Medina River	State Hwy 16	Medina River	Natural Creek
2021	4	Grand Valley Channel	7002 Grand Valley Dr		Improved Channel
2021	4	Rose Valley Channel	SW Loop 410 Access Rd		Improved Channel
2021	4	Trading Post Channel	5042 War Horse Dr		Improved Channel
2021	4	Caracol Creek	Rousseau / Potranco	COSA City Limit	Natural Creek
2021	4	Caracol Creek	Meadow Walk	Potranco Rd	Natural Creek
2021	4	Medio Creek	US Hwy 90 W	Unnamed St In Medina Annex	Natural Creek
2021	4	Medio Creek Tributary	Hunt Ln	Confluence of Medio Creek	Natural Creek
2022	4	Airlift Channel	SW Loop 410 Access Rd	Altitude Dr	Improved Channel

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2022	4	Rhoda Channel	RR Tracks	S Zarzamora St	Improved Channel
2022	4	Rodrick Channel	S Zarzamora St	8315 Forsen	Improved Channel
2022	4	Unnamed Trib 5 In Caracol Creek	Military	Loop 1604	Natural Creek
2020	5	Zarzamora Creek	W Commerce St	N General McMullen	Improved Channel
2021	5	Apache Creek	S Zarzamora	S Trinity	Improved Channel
2021	5	Apache Creek	SW 19TH St	El Paso St	Improved Channel
2018	6	7231 Webbwood Way	7231 Webbwood Way	7101 Webbwood Way	Improved Channel
2018	6	Shadow Run Channel	9654 Dover Ridge	7003 Shadow Run	Improved Channel
2018	6	Leon Creek	Ingram Rd	Culebra Rd	Natural Creek
2018	6	Leon Creek	Grissom Rd	Ingram Rd	Natural Creek
2018	6	Leon Creek	Culebra Rd	NW Loop 410	Natural Creek
2018	6	Leon Creek	Culebra Rd	NW Loop 410	Natural Creek
2018	6	Leon Creek	Old US Hwy 90 W	US Hwy 90 W	Natural Creek
2018	6	Leon Creek	Pinn Rd	Old US Hwy 90 W	Natural Creek
2018	6	Leon Creek	State Hwy 151	Pinn Rd	Natural Creek
2018	6	Unnamed Natural Creek of Channel A of Lower French Creek	Low Bid Ln	Heath Circle Dr	Natural Creek
2018	6	Unnamed Natural Creek of Unnamed Trib 4 In Caracol Creek	Wiseman Blvd 340 yds W of W Loop 1604 N	Caracol Creek	Natural Creek
2018	6	Unnamed Trib 2 In Culebra Creek	Culebra Rd	Culebra Creek	Natural Creek
2018	6	Unnamed Trib 3 In Culebra Creek	45 yds E of Mt Helen Dr	200 yds W of Easterling	Natural Creek
2018	6	Unnamed Trib 5 In Caracol Creek	Rob Roy Ln	Copperfield	Natural Creek
2018	6	Unnamed Trib 5 In Slick Ranch Creek	Rogers Rd	State Hwy 151	Natural Creek
2019	6	Brandyridge Channel	7503 Brandyridge	7547 Brandyridge	Improved Channel
2019	6	Enchanted Sunset Channel	Sunnydell Dr & Shadowdance	Blazing Sunset	Improved Channel
2019	6	John Jay Channel	Meadow Way Dr	Slick Ranch Creek behind 6929 Timbercreek	Improved Channel
2019	6	Ridge Place Channel	6823 Ridge Place	Timber Path	Improved Channel
2019	6	Channel A	Low Bid Ln near Coral Spgs	Lower French Crk	Natural Creek
2019	6	Culebra Creek	S of Cliffbrier	Culebra Rd	Natural Creek
2019	6	Culebra Creek Tributary F	Culebra Creek	Big Geronimo	Natural Creek
2019	6	Helotes Creek Tributary A	Iron Horse Way	Trotting Path	Natural Creek
2019	6	Leon Creek	NW Loop 410	W Commerce St	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Creek	Unnamed Trib 2 in Gov Canyon Crk	Government Canyon Creek	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Trib A	Sunset Path	Sunset Woods	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Trib B	Unnamed Trib 2 in Gov Canyon Trib B	Government Canyon Creek Trib B	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Trib C	Gov Canyon Creek	Gov Canyon Crk Trib C	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Trib D	Clovis	Gov Canyon Crk Trib D	Natural Creek
2019	6	Unnamed Trib 1 In Government Canyon Trib E	Tobiano Trl	Government Canyon Creek Trib E	Natural Creek
2019	6	Unnamed Trib 1 In Wildcat Canyon Creek	Wildcat Canyon Crk	Sunset Woods	Natural Creek
2019	6	Unnamed Trib 2 In Government Canyon Creek	Government Canyon Creek	Wildcat Canyon Creek	Natural Creek
2019	6	Unnamed Trib 2 In Government Canyon Trib B	Gov Canyon Crk Trib B	Unnamed Trib 1 in Gov Canyon Crk	Natural Creek
2019	6	Unnamed Trib 21 In San Geronimo Creek	Unnamed Trib 23 in San Geronimo Crk	Unnamed Trib 24 in San Geronimo Crk	Natural Creek
2019	6	Unnamed Trib 24 In San Geronimo Creek	Unnamed Trib 24 in San Geronimo Crk	Unnamed Trib 21 in San Geronimo Crk	Natural Creek
2019	6	Unnamed Trib 25 In San Geronimo Creek	COSA City Limit S of State Hwy 211 N	runs toward San Geronimo Creek	Natural Creek
2019	6	Unnamed Trib 3 In Government Canyon Creek	Santa Rita	Government Canyon Creek	Natural Creek
2019	6	Unnamed Trib 4 In Culebra Creek	Unnamed Trib 5 in Culebra Creek	Culebra Creek	Natural Creek
2019	6	Unnamed Trib 4 In Government Canyon Creek	Gov Canyon Crk	Unnamed Trib 3 in Gov Canyon Crk	Natural Creek
2019	6	Unnamed Trib 5 In Culebra Creek	State Hwy 211	Culebra Creek	Natural Creek
2019	6	Unnamed Trib 5 In Government Canyon Creek	Gov Canyon Crk Trib E	Government Canyon Creek	Natural Creek
2019	6	Unnamed Trib 6 In Government Canyon Creek	Walnut Canyon	Lytle	Natural Creek
2019	6	Unnamed Trib 7 In Government Canyon Creek	Pvt Rd at 18761 State Hwy 16 N	Cepeda	Natural Creek
2020	6	Roan Brook	Impala Summit	5046 Roan Brook	Improved Channel
2020	6	Timber View Channel	Timber View Dr	Grissom Circle	Improved Channel
2020	6	Culebra Creek	Culebra Creek	Culebra Creek Trib F	Natural Creek
2020	6	Culebra Creek	Culebra Creek	Unnamed Trib 5 in Culebra Creek	Natural Creek
2020	6	Culebra Creek Tributary C	Culebra Creek Trib C	FM 1560	Natural Creek
2020	6	Culebra Creek Tributary E	Gov Canyon Trib C	Remuda View	Natural Creek
2020	6	Leon Creek	W Commerce St	State Hwy 151	Natural Creek

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2020	6	Leon Creek Tributary F	Leon Creek	Mayo	Natural Creek
2020	6	Lower French Creek	E of Rita Elena dead end	Leon Creek	Natural Creek
2020	6	Tributary A Of Culebra Creek	Tezel Rd	Bobtail	Natural Creek
2020	6	Unnamed Trib 8 In Leon Creek	Loop 410	Leon Creek	Natural Creek
2020	6	Unnamed Trib 9 In Leon Creek	Pipers Oaks	Leon Creek	Natural Creek
2021	6	Bobtail Channel	8243 Bobtail	Trib A of Culebra Creek	Improved Channel
2021	6	Potranco Channel	8330 Potranco Rd		Improved Channel
2021	6	Timber Lodge Channel	8754 Timber Lodge		Improved Channel
2021	6	Valley Trails Channel	9418 Dover Rdg	Bose Circle	Improved Channel
2021	6	Zarzamora Creek	SW 39th St		Improved Channel
2021	6	Zarzamora Creek	Belcross St		Improved Channel
2021	6	Culebra Creek	Old Grissom Rd	Confluence of Leon Creek	Natural Creek
2021	6	Culebra Creek	Easterling	Culebra Rd	Natural Creek
2021	6	Culebra Creek	Culebra Rd	Timber Path	Natural Creek
2021	6	Culebra Creek	Timber Path	Old Grissom Rd	Natural Creek
2021	6	Culebra Creek	COSA City Limit S of FM 1560 N	W Loop 1604	Natural Creek
2021	6	Culebra Creek Tributary B	Culebra Creek	Culebra Rd	Natural Creek
2021	6	Government Canyon Creek	Cepeda	Galm Rd	Natural Creek
2021	6	Government Canyon Creek Tributary A	Iron Horse Way	Sunset Woods	Natural Creek
2021	6	Government Canyon Creek Tributary B	Unnamed Trib 1 in Gov Canyon Crk	Gov Canyon Crk Trib A	Natural Creek
2021	6	Government Canyon Creek Tributary B	Unnamed Trib 1 in Wildcat Canyon Crk	Unnamed Trib 2 in Gov Canyon Trib B	Natural Creek
2021	6	Government Canyon Creek Tributary C	Gov Canyon Crk Trib C	Gov Canyon Creek	Natural Creek
2021	6	Government Canyon Creek Tributary D	Gov Canyon Crk Trib D	Government Canyon Creek	Natural Creek
2021	6	Government Canyon Creek Tributary E	Unnamed Trib 1 in Gov Canyon Trib E	Government Canyon Creek	Natural Creek
2021	6	Huebner Creek	Timberhill Dr	Ingram Rd	Natural Creek
2021	6	Huebner Creek	Ingram Rd	Confluence of Leon Creek	Natural Creek
2021	6	Leon Creek	Grissom Rd	Ingram Rd	Natural Creek
2021	6	Leon Creek	CULEBRA RD	NW LOOP 410	Natural Creek
2021	6	Leon Creek	PINN RD	OLD US HWY 90 W	Natural Creek
2021	6	Leon Creek	INGRAM RD	CULEBRA RD	Natural Creek
2021	6	Leon Creek	State Hwy 151	Pinn Rd	Natural Creek
2021	6	Unnamed Trib 1 In Culebra Creek	Nueces Canyon	Culebra Creek	Natural Creek
2021	6	Wildcat Canyon Creek	Government Canyon Creek	Unnamed Trib 1 in Wilcat Canyon Crk	Natural Creek
2022	6	10092 Woodtrail	Les Harrison Dr	Hardesty	Improved Channel
2022	6	Richland Hills Channel	Potranco Rd	SW Loop 410 Access Rd	Improved Channel
2022	6	War Arrow Channel	2823 War Arrow Dr	Box Culvert @ 2711 War Arrow Dr	Improved Channel
2022	6	Leon Creek	Ingram Rd	Culebra Rd	Natural Creek
2022	6	Leon Creek	Old US Hwy 90 W	US Hwy 90 W	Natural Creek
2022	6	Leon Creek	Pinn Rd	Old US Hwy 90 W	Natural Creek
2022	6	Leon Creek	Grissom Rd	Ingram Rd	Natural Creek
2022	6	Leon Creek	State Hwy 151	Pinn Rd	Natural Creek
2022	6	Leon Creek	Culebra Rd	NW Loop 410	Natural Creek
2022	6	Leon Creek	Culebra Rd	NW Loop 410	Natural Creek
2022	6	Unnamed Natural Creek of Channel A of Lower French Creek	Low Bid Ln	Heath Circle Dr	Natural Creek
2022	6	Unnamed Natural Creek of Unnamed Trib 4 In Caracol Creek	Wiseman Blvd 340 yds W of W Loop 1604 N	Caracol Creek	Natural Creek
2022	6	Unnamed Trib 2 In Culebra Creek	Culebra Rd	Culebra Creek	Natural Creek
2022	6	Unnamed Trib 3 In Culebra Creek	45 yds E of Mt Helen Dr	200 yds W of Easterling	Natural Creek
2022	6	Unnamed Trib 4 In Slick Ranch Creek	N Hunt Ln - 300 yds N of Hunt Ln @ State Hwy 151	Slick Ranch Creek	Natural Creek
2022	6	Unnamed Trib 5 In Caracol Creek	Rob Roy Ln	Copperfield	Natural Creek
2022	6	Unnamed Trib 5 In Slick Ranch Creek	Rogers Rd	State Hwy 151	Natural Creek
2018	7	9135 Braswell St	9135 Braswell St	Confluence of French Creek	Improved Channel
2018	7	Ambling Channel	Snow Flake Dr	Timberhill Dr	Improved Channel
2018	7	Clearview Channel	Zarzamora Trib/E Rolling Ridge Dr	Callaghan Rd	Improved Channel
2018	7	Desilu Channel	Merkens	Wurzbach Rd	Improved Channel
2018	7	Desilu Channel	Bogart	Confluence of Zarzamora Creek near Merkens	Improved Channel
2018	7	Fairford Channel	Fair Ridge	Zarzamora Creek Trib S of E Rolling Ridge Dr	Improved Channel

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Year	District	Street	Upper Limit	Lower Limit	Channel Type
2018	7	Leon Creek	Prue Rd	Bandera Rd	Natural Creek
2018	7	Leon Creek	Pvt Rd at 7581 Bandera Rd	Grissom Rd	Natural Creek
2019	7	9302 Autumn Sun	9302 Autumn Sun	running behind Autumn Storm to New Guilbeau Rd	Improved Channel
2019	7	Braun Farms Channel	Lockspring	Silverbrook Place	Improved Channel
2019	7	Deep Spring Channel	7201 Still Brook St	Leon Creek	Improved Channel
2019	7	Turquoise Creek Channel	9647 Turquoise Crk	9603 Turquoise Crk	Improved Channel
2019	7	Huebner Creek	Hollyhock Rd	Whisper Pt	Natural Creek
2019	7	Unnamed Natural Creek of Leon Creek	260ft ESE of Leon Creek	Leon Creek	Natural Creek
2020	7	3400 Camino Real	3400 Camino Real	Concrete Channel	Improved Channel
2020	7	3800 Majestic	E Horseshoe Bend	Majestic Dr	Improved Channel
2020	7	Overbrook Channel	327 Altgelt Lane	Babcock Rd	Improved Channel
2020	7	Silent Hills Channel	Silent Oaks	8906 Peaceful Hills	Improved Channel
2020	7	French Creek Trib 2	Sumac Rdg / Redbud Woods	going towards Olde Village Dr	Natural Creek
2020	7	Huebner Creek	Babcock Rd	Hollyhock Rd	Natural Creek
2020	7	Leon Creek	Bandera Rd	Pvt Rd at 7581 Bandera Rd	Natural Creek
2020	7	Unnamed Natural Creek of Leon Creek	260ft ESE of Leon Creek	Leon Creek	Natural Creek
2020	7	Unnamed Natural Creek of Unnamed Trib 3 in Helotes Creek	W Loop 1604 N Access Rd 530 yds N of Braun Rd	Unnamed Trib 3 of Helotes Creek @ Leslie Rd	Natural Creek
2020	7	Unnamed Trib 1 In French Creek Trib 4	Holly Pl	Braun Rd	Natural Creek
2020	7	Unnamed Trib 2 In French Creek Trib 2	Queen Hts	Selby Hts	Natural Creek
2020	7	Unnamed Trib 3 In Helotes Creek	Braun	Helotes Creek	Natural Creek
2021	7	Prue Channel	Prue Rd		Improved Channel
2021	7	French Creek	Mainland	Confluence of Leon Creek	Natural Creek
2021	7	French Creek	Guilbeau Rd	Mainland	Natural Creek
2021	7	French Creek	Bandera Rd	Earthen Channel running parallel w Mystic Park	Natural Creek
2021	7	Huebner Creek	Leon Valley City Limit	Timberhill Dr	Natural Creek
2021	7	Leon Creek	PVT RD AT 7581 BANDERA RD	GRISSOM RD	Natural Creek
2022	7	Colleen Channel	217 Zachary Dr	1644 Donaldson Ave	Improved Channel
2022	7	Huebner Rd Channel	Babcock Rd	Dashwood/Santee	Improved Channel
2022	7	Placid Dr Channel	102 Placid	140 Placid	Improved Channel
2022	7	Victory Row Channel	9515 Victory Row	9554 Beau Bridge	Improved Channel
2022	7	Leon Creek	Pvt Rd at 7581 Bandera Rd	Grissom Rd	Natural Creek
2022	7	Leon Creek	Prue Rd	Bandera Rd	Natural Creek
2018	8	Huesta Creek	Ruidosa Downs	Sonoma Pkwy	Natural Creek
2018	8	Leon Creek	IH 10 W north of Rim Pass	N Loop 1604 W east of Valero Way	Natural Creek
2018	8	Leon Creek	N Loop 1604 W	UTSA Blvd	Natural Creek
2018	8	Leon Creek Overflow	Leon Creek	Purdue Valley	Natural Creek
2018	8	Maverick Creek	Camp Bullis Rd	Seco Crk	Natural Creek
2018	8	Maverick Creek	UTSA Blvd	W Hausman Rd	Natural Creek
2018	8	Maverick Creek	W Hausman Rd	Old Babcock Rd	Natural Creek
2018	8	Maverick Creek	Old Babcock Rd	Confluence of Leon Creek	Natural Creek
2018	8	OLMOS CREEK MIDDLE	Huebner Rd	George Rd	Natural Creek
2018	8	OLMOS CREEK MIDDLE	George Rd	Lockhill-Selma Rd	Natural Creek
2018	8	OLMOS CREEK MIDDLE	Lockhill-Selma Rd	Wurzbach Rd	Natural Creek
2018	8	Unnamed Trib 1 In Huesta Creek	High Mountain Rd	N Loop 1604 W Access	Natural Creek
2018	8	Unnamed Trib 3 In Huesta Creek	Spur Clip	Huesta Creek Trib 1	Natural Creek
2018	8	Unnamed Trib 4 In Huesta Creek	Monte Vista	Huesta Creek Tributary 1	Natural Creek
2018	8	Unnamed Trib 5 In Huesta Creek	Huesta Creek	Huesta Creek Tributary 1	Natural Creek
2018	8	Unnamed Trib 6 In French Creek	French Tree	French	Natural Creek
2018	8	Unnamed Trib 8 In Huesta Creek	Plum Valley	Rancho Diana	Natural Creek
2018	8	Unnamed Trib To Zarzamora	Zarzamora Creek	Pvt Rd at 8403 Floyd Curl	Natural Creek
2018	8	Unnamed Tributary 10 In Olmos Creek Watershed	Elm Creek Pl	Olmos Creek Middle	Natural Creek
2018	8	Unnamed Tributary 11 In Olmos Creek Watershed	just past 13279 Hunters View St	Olmos Creek Middle	Natural Creek
2018	8	Unnamed Tributary 14 In Olmos Creek Watershed	West Fork Olmos Crk Lower	Monterrey Oak	Natural Creek
2018	8	Unnamed Tributary 21 in Leon Creek	Munch Rd	Camp Bullis Rd	Natural Creek
2018	8	Unnamed Tributary 5 In Olmos Creek	between Lockhill-Selma & NW Military Hwy	N Loop 1604 W Access Rd	Natural Creek
2018	8	Unnamed Tributary 5 In Olmos Creek	N Loop 1604 W Access Rd	Penns Way	Natural Creek

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2018	8	Unnamed Tributary 6 In Olmos Creek	Parksite Woods	West Fork Olmos Creek Upper	Natural Creek
2018	8	UTSA Tributary Leon Creek	N Loop 1604 W, E of John Peace Blvd	East Campus Dr on UTSA Campus	Natural Creek
2018	8	West Fork Olmos Creek Lower	Petite Ave	Huebner Rd	Natural Creek
2018	8	WEST FORK OLMOS CREEK LOWER	Huebner Rd	Orsinger Ln	Natural Creek
2018	8	WEST FORK OLMOS CREEK LOWER	Orsinger Ln	Wurzbach Rd	Natural Creek
2018	8	West Fork Olmos Creek Upper	Shavano Woods	335 yds E of Newoak Park dead end	Natural Creek
2019	8	De Zavala Business Park	De Zavala	Silicon Dr	Improved Channel
2019	8	Fallen Leaf Channel	Indian Crk	Rock Creek Run	Improved Channel
2019	8	Oakcreek Channel	Vance Jackson	10314 Northampton	Improved Channel
2019	8	French Creek Tributary A	Essen Forest @ Black Forest	N Loop 1604 W Access	Natural Creek
2019	8	Huebner Creek	S of Prue Rd earthen channel	Babcock Rd	Natural Creek
2019	8	Huebner Creek	Sunny Dr	Wood Harbor	Natural Creek
2019	8	Huebner Creek Tributary A	Verbena Rd	Encino Park Rd	Natural Creek
2019	8	Huesta Creek Tributary 1	N of Arroyo Hondo dead end / Monte Alto Rd	confluence Huesta Creek	Natural Creek
2019	8	Maverick Creek	Babcock Rd - W of Real Rdg @ Luskey Blvd	17800 block Babcock Rd - N of Luskey Blvd	Natural Creek
2019	8	Olmos Creek Upper	headwaters of Olmos Creek Upper	145 yds E of Lou Mell dead end	Natural Creek
2019	8	Unnamed Natural Creek of UTSA Tributary of Leon Creek	La Cantera Pkwy	N Loop 1604 W	Natural Creek
2019	8	Unnamed Trib 19 in Leon Creek	Hill Creek	Unnamed Trib 21 In Leon Creek	Natural Creek
2019	8	Unnamed Trib 3 In Maverick Creek	Caldwell Crest	Luskey Blvd	Natural Creek
2019	8	Unnamed Trib 4 In Maverick Creek	Fiesta Grande	Unnamed Trib 3 in Maverick Crk	Natural Creek
2019	8	Unnamed Trib 5 in Maverick Creek	Fiesta Grande	Unnamed Trib 3 in Maverick Crk	Natural Creek
2019	8	Unnamed Trib 6 In Maverick Creek	Unnamed Trib 8 in Maverick Creek	Heurmanm	Natural Creek
2019	8	Unnamed Trib 8 In Maverick Creek	Heuermann	Pvt Rd at 7845 Heuermann	Natural Creek
2020	8	Piedmont Glen Channel	Piedmont Glen	Kingston Ranch	Improved Channel
2020	8	Stable Farm Channel	DeZavala Rd	Stable Pass	Improved Channel
2020	8	French Creek Tributary A	N of Cordes Junction @ Los Lunas Rd	Sonoma Pkwy	Natural Creek
2020	8	French Creek Tributary A	Sonoma Pkwy	Feather Trl / Shuteye Peak	Natural Creek
2020	8	French Creek Tributary A	N Loop 1604 W Access	thru S Hausman Rd to French Creek	Natural Creek
2020	8	French Creek Tributary A	FM1560 N	N Loop 1604 W Access Rd	Natural Creek
2020	8	French Creek Tributary B	east of Camino Venado / COSA City Limit	N Loop 1604 W Access Rd	Natural Creek
2020	8	French Creek Tributary B	N Loop 1604 W Access Rd	French Creek	Natural Creek
2020	8	Huebner Creek Tributary B	S of N Rincon Blvd	Floyd Curl Dr	Natural Creek
2020	8	Huesta Creek	COSA City Limit - Luna Rdg @ Ruidosa Downs	Ruidosa Downs	Natural Creek
2020	8	Huesta Creek	Ruidosa Downs	Sonoma Pkwy	Natural Creek
2020	8	Huesta Creek	N Loop 1604 W Access Rd southbound	N Loop 1604 W Access Rd northbound	Natural Creek
2020	8	Huesta Creek	Sonoma Pkwy	N Loop 1604 W Access Rd	Natural Creek
2020	8	Leon Creek Tributary J	Aster Trl	Cypress Trl	Natural Creek
2020	8	Maverick Creek	Babcock Rd	Kyle Seale Pkwy	Natural Creek
2020	8	Nichols Creek	365 yds E of Barlow Post dead end	IH 10 W Access Rd	Natural Creek
2020	8	Olmos Creek Middle	S of N Loop 1604 W Access Rd (eastbound)	E of Lockhill-Selma / City of Shavano Park	Natural Creek
2020	8	OLMOS CREEK MIDDLE Trib / Gage Tributary	Olmos Creek	Olmos Creek Middle	Natural Creek
2020	8	Olmos Creek Upper	500 yds E of Lou Mell	N Loop 1604 W	Natural Creek
2020	8	Rock Creek	150 yds S of Parkdale @ Bluemel	runs toward IH 10 W Access Rd	Natural Creek
2020	8	Rock Creek	Datapoint	Rock Creek	Natural Creek
2020	8	Unnamed Natural Creek of Leon Creek	UTSA Blvd	Leon Creek	Natural Creek
2020	8	Unnamed Natural Creek of UTSA Tributary of Leon Creek	La Cantera Pkwy	N Loop 1604 W	Natural Creek
2020	8	Unnamed Trib 1 In French Creek Trib A	Hanover Forest	N Loop 1604 W Access Rd	Natural Creek
2020	8	Unnamed Trib 1 In Leon Trib J	Hop Leaf Trl	Leon Creek Trib J	Natural Creek
2020	8	Unnamed Trib 1 In Maverick Creek	Camp Bullis Rd	Maverick Creek	Natural Creek
2020	8	Unnamed Trib 16 In Leon Creek	Old Camp Bullis Rd	Leon Creek	Natural Creek
2020	8	Unnamed Trib 17 In Leon Creek	E of Pvt Rd at 5914 Old Camp Bullis Rd	Unnamed Trib 16 in Leon Crk	Natural Creek
2020	8	Unnamed Trib 18 In Leon Creek	Vera Cruz	Unnamed Trib 16 in Leon Creek	Natural Creek
2020	8	Unnamed Trib 19 In Leon Creek	Unnamed Trib 21 In Leon Creek	Legend Ln	Natural Creek
2020	8	Unnamed Trib 19 in Leon Creek	Hill Creek	Unnamed Trib 21 In Leon Creek	Natural Creek
2020	8	Unnamed Trib 2 In Leon Creek Tributary J	Leon Creek Tributary J	Stonewall Hill	Natural Creek
2020	8	Unnamed Trib 2 of French Creek	Pearl Lagoon	French Creek	Natural Creek

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2020	8	Unnamed Trib 21 In Leon Creek	Hill Creek Cul-de-Sac	Unnamed Trib 19 in Leon Creek	Natural Creek
2020	8	Unnamed Trib 23 In Leon Creek	parallel to Tejas Trail West	Leon Creek	Natural Creek
2020	8	Unnamed Trib 24 In Leon Creek	N of Brenthurst Ln but W of Britton Place	Vail Abbey	Natural Creek
2020	8	Unnamed Trib 27 In Leon Creek	Steeple Park	Leon Creek	Natural Creek
2020	8	Unnamed Trib 29 In Leon Creek	W of Westcourt @ Newton Abbot	115 yds NW of Champions dead end	Natural Creek
2020	8	Unnamed Trib 6 In Maverick Creek	Heurmanm	Babcock Rd	Natural Creek
2020	8	Unnamed Trib 7 In Maverick Creek	Heuermann	Unnamed Trib 6 in Maverick Creek	Natural Creek
2020	8	Unnamed Trib 9 In Huesta Creek	Unnamed Trib 8 in Huesta Crk	Huesta Creek	Natural Creek
2020	8	Unnamed Trib 9 In Maverick Creek	Kyle Seale	Maverick Creek	Natural Creek
2020	8	Unnamed Tributary 1 In Olmos Creek Watershed	Moonlight Way	Vance Jackson	Natural Creek
2020	8	Unnamed Tributary 1 In Olmos Creek Watershed	Vance Jackson	115 yds SE of Mancero Park	Natural Creek
2020	8	Unnamed Tributary 15 In Olmos Creek	West Fork Olmos Crk	Newoak Park	Natural Creek
2020	8	Unnamed Tributary 21 in Leon Creek	Munch Rd	Camp Bullis Rd	Natural Creek
2020	8	UTSA Tributary Leon Creek	N Loop 1604 W, E of John Peace Blvd	East Campus Dr on UTSA Campus	Natural Creek
2020	8	UTSA Tributary Leon Creek	East Campus Dr on UTSA Campus	UTSA Blvd	Natural Creek
2021	8	8565 Ewing Halsell	8565 Ewing Halsel	Floyd Curl	Improved Channel
2021	8	Aspen Park Channel	Cedar Park Dr	runs behind Autumn Park toward Leon Creek	Improved Channel
2021	8	Autumn Vista Channel	12535 Hart Cliff	6030 Spring Time	Improved Channel
2021	8	Eastwind Channel	13402 Purdue Valley		Improved Channel
2021	8	Gardendale Channel	Bluemel		Improved Channel
2021	8	Huntsman Lake Channel	7303 Huntsman Run Dr		Improved Channel
2021	8	Louis Pasteur Channel	7220 Louis Pasteur		Improved Channel
2021	8	Leon Creek Overflow	Leon Creek	Purdue Valley	Natural Creek
2022	8	Floyd Curl Channel	Valley Green Rd	Undeveloped Private Property	Improved Channel
2022	8	Huesta Creek	Ruidosa Downs	Sonoma Pkwy	Natural Creek
2022	8	Leon Creek	IH 10 W north of Rim Pass	N Loop 1604 W east of Valero Way	Natural Creek
2022	8	Leon Creek	N Loop 1604 W	UTSA Blvd	Natural Creek
2022	8	Leon Creek Overflow	Leon Creek	Purdue Valley	Natural Creek
2022	8	Maverick Creek	Camp Bullis Rd	Seco Crk	Natural Creek
2022	8	Maverick Creek	UTSA Blvd	W Hausman Rd	Natural Creek
2022	8	Maverick Creek	W Hausman Rd	Old Babcock Rd	Natural Creek
2022	8	Maverick Creek	Old Babcock Rd	Confluence of Leon Creek	Natural Creek
2022	8	OLMOS CREEK MIDDLE	Huebner Rd	George Rd	Natural Creek
2022	8	OLMOS CREEK MIDDLE	George Rd	Lockhill-Selma Rd	Natural Creek
2022	8	OLMOS CREEK MIDDLE	Lockhill-Selma Rd	Wurzbach Rd	Natural Creek
2022	8	Unnamed Trib 1 In Huesta Creek	High Mountain Rd	N Loop 1604 W Access	Natural Creek
2022	8	Unnamed Trib 3 In Huesta Creek	Spur Clip	Huesta Creek Trib 1	Natural Creek
2022	8	Unnamed Trib 4 In Huesta Creek	Monte Vista	Huesta Creek Tributary 1	Natural Creek
2022	8	Unnamed Trib 5 In Huesta Creek	Huesta Creek	Huesta Creek Tributary 1	Natural Creek
2022	8	Unnamed Trib 6 In French Creek	French Tree	French	Natural Creek
2022	8	Unnamed Trib 6 In French Creek	French Oaks	French Tree	Natural Creek
2022	8	Unnamed Trib 8 In Huesta Creek	Plum Valley	Rancho Diana	Natural Creek
2022	8	Unnamed Trib To Zarzamora	Zarzamora Creek	Pvt Rd at 8403 Floyd Curl	Natural Creek
2022	8	Unnamed Tributary 10 In Olmos Creek Watershed	Elm Creek Pl	Olmos Creek Middle	Natural Creek
2022	8	Unnamed Tributary 11 In Olmos Creek Watershed	just past 13279 Hunters View St	Olmos Creek Middle	Natural Creek
2022	8	Unnamed Tributary 14 In Olmos Creek Watershed	West Fork Olmos Crk Lower	Monterrey Oak	Natural Creek
2022	8	Unnamed Tributary 21 in Leon Creek	Munch Rd	Camp Bullis Rd	Natural Creek
2022	8	Unnamed Tributary 5 In Olmos Creek	N Loop 1604 W Access Rd	Penns Way	Natural Creek
2022	8	Unnamed Tributary 5 In Olmos Creek	between Lockhill-Selma & NW Military Hwy	N Loop 1604 W Access Rd	Natural Creek
2022	8	Unnamed Tributary 6 In Olmos Creek	Parksite Woods	West Fork Olmos Creek Upper	Natural Creek
2022	8	UTSA Tributary Leon Creek	N Loop 1604 W, E of John Peace Blvd	East Campus Dr on UTSA Campus	Natural Creek
2022	8	WEST FORK OLMOS CREEK LOWER	Huebner Rd	Orsinger Ln	Natural Creek
2022	8	WEST FORK OLMOS CREEK LOWER	Orsinger Ln	Wurzbach Rd	Natural Creek
2022	8	West Fork Olmos Creek Lower	Petite Ave	Huebner Rd	Natural Creek
2022	8	West Fork Olmos Creek Upper	Shavano Woods	335 yds E of Newoak Park dead end	Natural Creek
2018	9	9503 Powhatan	IH 10 W Access Rd	Undeveloped Channel behind 3603 Rock Creek Run	Improved Channel

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2018	9	Tarton Channel	Colquitt	Concrete Outfall	Improved Channel
2018	9	Panther Springs Creek Upper	Calico Landing	400 yds E of 21500 blk of Blanco Rd	Natural Creek
2018	9	Panther Springs Creek Upper	Wilderness Oak	Blanco Rd	Natural Creek
2018	9	Panther Springs Creek Upper	300 yds E of Ranch Oak @ Gathering Oak	Wilderness Oak	Natural Creek
2018	9	Panther Springs Creek Upper	105 yds E of Blanco Rd / COSA City Limit	Calico Landing	Natural Creek
2018	9	Salado Creek	Jones Maltsbeger Rd	Bitters Rd	Natural Creek
2018	9	Salado Creek	Bitters Rd	NE Entrance Rd	Natural Creek
2018	9	Salado Creek	NE Entrance Rd	Wetmore Rd	Natural Creek
2018	9	Unnamed Natural Creek near East Elm Creek	Gazelle Ct	Roan Park	Natural Creek
2018	9	Unnamed Natural Creek of East Elm Creek	Sable Crk	near E Evans Rd 135 yds S of Sable Crk	Natural Creek
2018	9	Unnamed Natural Creek of Panther Springs Creek Tributary A	Brookstone	Panther Springs Creek Tributary A	Natural Creek
2018	9	Unnamed Natural Creek Salazar Trl parallel to Walkers Way	Salazar Trail	Panther Spring Creek / Silverhorn Golf Course	Natural Creek
2018	9	Unnamed Natural Creek to Panther Springs Creek Tributary A	Huebner Rd 35 yds NE of Via Vineda	N Loop 1604 W Access Rd	Natural Creek
2018	9	Unnamed Trib 3 Panther Springs Creek	Heights Blvd	Hardy Oak Blvd	Natural Creek
2018	9	Unnamed Trib 3 Panther Springs Creek	Hardy Oak Blvd	Pinon Blvd	Natural Creek
2018	9	Unnamed Tributary 3 To Mud Creek	Lookout BLF	Diamond Cross	Natural Creek
2018	9	US HWY 281 Tributary	Country Pkwy	Salado Creek	Natural Creek
2018	9	West Elm Creek	Beginning - 700' S of E Evans Rd	Encino Rio	Natural Creek
2018	9	West Elm Creek	Encino Rio	Gold Canyon Rd	Natural Creek
2018	9	West Elm Creek	Gold Canyon Rd	N Loop 1604 E	Natural Creek
2019	9	East Elm Creek	Emerald Rdg	Emerald Forrest	Natural Creek
2019	9	East Elm Creek	Terrance Pass	Edge Vw	Natural Creek
2019	9	East Elm Creek	Edge View	Caliza	Natural Creek
2019	9	Lorence Creek	E Sonterra Blvd	Proton Rd	Natural Creek
2019	9	Mud Creek Upper	Evans Rd	US Hwy 281 N (southbound)	Natural Creek
2019	9	Mud Creek Upper	Granite Spg @ Pearl Spg	Evans Rd	Natural Creek
2019	9	Panther Springs Creek Tributary A	Deer Crest	Blanco Rd N of W Bitters Rd	Natural Creek
2019	9	Panther Springs Creek Tributary A	Blanco Rd	80 yds N of W Bitters Rd @ Old Bitters Rd	Natural Creek
2019	9	Panther Springs Creek Tributary A	35 yds E of Fawn Blf dead end	Deer Crest	Natural Creek
2019	9	Panther Springs Creek Tributary A1	N Loop 1604 W Access Rd	Huebner Rd	Natural Creek
2019	9	Unnamed Natural Creek to Panther Springs Creek Tributary A	340 yds E of Sistine & runs parallel to Via Venida	Huebner Rd	Natural Creek
2019	9	Unnamed Trib 3 Panther Springs Creek	Pinon Blvd	350 yds W of Synergy Hill @ Pointer Ct	Natural Creek
2020	9	East Elm Creek	TPC Pkwy	E Evans Rd	Natural Creek
2020	9	East Elm Creek	Emerald Forrest	West Elm Creek	Natural Creek
2020	9	East Elm Creek	E Evans Rd	Rio Colorado (W) / Edge Vw (E)	Natural Creek
2020	9	East Elm Creek	Caliza	Emerald Rdg	Natural Creek
2020	9	Lorence Creek	W of Meisner Dr	E Sonterra Blvd	Natural Creek
2020	9	Lorence Creek Tributary A	US Hwy 281 N	Confluence of Lorence Creek	Natural Creek
2020	9	Mud Creek	Dry Creek Way	N Loop 1604 E Access Rd	Natural Creek
2020	9	Mud Creek Upper	US Hwy 281 N (southbound)	Dry Creek Way	Natural Creek
2020	9	Panther Springs Creek Upper	W of 19600 blk of Blanco Rd	E of 19200 blk of Blanco Rd, N of Greystone Rdg	Natural Creek
2020	9	Unnamed Natural Channel west of Diamond Chase	TPC Pkwy	E Evans Rd	Natural Creek
2020	9	Unnamed Natural Creek of Panther Springs Creek Tributary A	Hidden Oak Woods	Panther Springs Creek Tributary A	Natural Creek
2020	9	Unnamed Natural Creek of Panther Springs Creek Upper	Persian Garden	Panther Springs Creek Upper	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Salado Creek	Sir Winston	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Danforth Cv	Salado Canyon	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Salado Canyon	Point Bluff Dr	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Point Bluff Dr	N Loop 1604 W	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Sanctuary Dr	Salado Creek	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Magnolia Mist	Salado Creek	Natural Creek
2020	9	Unnamed Natural Creek of Salado Creek	Vista Arroyo	Salado Creek	Natural Creek
2020	9	Unnamed Natural Creek of West Elm Creek	Park Ranch	West Elm Creek	Natural Creek
2020	9	Unnamed Natural Creek of West Elm Creek	Encino Cabin	Park Ranch	Natural Creek
2020	9	Unnamed Natural Creek of West Elm Creek	Encino Rio	Park Ranch	Natural Creek
2020	9	Unnamed Trib 2 Panther Springs Creek	Settlers Crk	Panther Springs Creek Upper	Natural Creek
2020	9	Unnamed Tributary 1 To Salado Creek Upper	W of NW Military Hwy	Salado Creek Upper	Natural Creek

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Year	District	Street	Upper Limit	Lower Limit	Channel Type
2021	9	Budding Channel	Jones Maltsberger Rd		Improved Channel
2021	9	OLMOS CREEK MIDDLE	Charter Crest N of Dreamland	NW Loop 410	Natural Creek
2021	9	Panther Springs Creek	N Loop 1604 W	Mission Rdg	Natural Creek
2021	9	Panther Springs Creek	Wurzbach Pkwy	West Ave	Natural Creek
2021	9	Panther Springs Creek	Deer Crest	W Bitters Rd	Natural Creek
2021	9	Panther Springs Creek	W Bitters Rd	Pond S of Silverhorn GC, near Vista Del Monte	Natural Creek
2021	9	Panther Springs Creek	West Ave	Confluence of Salado Creek	Natural Creek
2022	9	Country Pkwy Channel	US Hwy 281 N Access Rd	200' downstream to Country Pkwy	Improved Channel
2022	9	Rhapsody Channel	175' upstream of W Nakoma	675' downstream of W Rhapsody	Improved Channel
2022	9	Panther Springs Creek Upper	Wilderness Oak	Blanco Rd	Natural Creek
2022	9	Panther Springs Creek Upper	300 yds E of Ranch Oak @ Gathering Oak	Wilderness Oak	Natural Creek
2022	9	Panther Springs Creek Upper	105 yds E of Blanco Rd / COSA City Limit	Calico Landing	Natural Creek
2022	9	Panther Springs Creek Upper	Calico Landing	400 yds E of 21500 blk of Blanco Rd	Natural Creek
2022	9	Salado Creek	NE Entrance Rd	Wetmore Rd	Natural Creek
2022	9	Salado Creek	Jones Maltsbeger Rd	Bitters Rd	Natural Creek
2022	9	Salado Creek	Bitters Rd	NE Entrance Rd	Natural Creek
2022	9	Unnamed Natural Creek near East Elm Creek	Gazelle Ct	Roan Park	Natural Creek
2022	9	Unnamed Natural Creek of East Elm Creek	Sable Crk	near E Evans Rd 135 yds S of Sable Crk	Natural Creek
2022	9	Unnamed Natural Creek of Lorence Creek	Jones Maltsberger Rd	Lorence Creek	Natural Creek
2022	9	Unnamed Natural Creek of Panther Springs Creek Tributary A	Brookstone	Panther Springs Creek Tributary A	Natural Creek
2022	9	Unnamed Natural Creek Salazar Trl parallel to Walkers Way	Salazar Trail	Panther Spring Creek / Silverhorn Golf Course	Natural Creek
2022	9	Unnamed Natural Creek to Panther Springs Creek Tributary A	Huebner Rd 35 yds NE of Via Vineda	N Loop 1604 W Access Rd	Natural Creek
2022	9	Unnamed Trib 3 Panther Springs Creek	Heights Blvd	Hardy Oak Blvd	Natural Creek
2022	9	Unnamed Trib 3 Panther Springs Creek	Hardy Oak Blvd	Pinon Blvd	Natural Creek
2022	9	Unnamed Tributary 3 To Mud Creek	Lookout BLF	Diamond Cross	Natural Creek
2022	9	US HWY 281 Tributary	Country Pkwy	Salado Creek	Natural Creek
2022	9	West Elm Creek	Beginning - 700' S of E Evans Rd	Encino Rio	Natural Creek
2022	9	West Elm Creek	Encino Rio	Gold Canyon Rd	Natural Creek
2022	9	West Elm Creek	Gold Canyon Rd	N Loop 1604 E	Natural Creek
2018	10	13044 Nacogdoches Rd	13044 Nacogdoches Rd	12500 La Bahia St	Improved Channel
2018	10	Beitel Creek - Edgemont @ O'Connor Rd	Edgemont Dr @ O'Connor Rd	O'Connor Rd	Improved Channel
2018	10	Little Leaf Channel	13867 Little Leaf Dr	13903 Little Leaf	Improved Channel
2018	10	Mud Creek	N Loop 1604 E Access Rd	Jones Maltsberger Rd	Natural Creek
2018	10	Mud Creek	Jones Maltsbeger Rd	175 yds W of Preston Hall Dr @ Preston Cv	Natural Creek
2018	10	Mud Creek	Thousand Oaks	Confluence of Salado Creek	Natural Creek
2018	10	Unnamed Natural Creek 2 of Unnamed Trib 1 of Elm Waterhole Creek	Bulverde Pkwy	Canyon Pkwy	Natural Creek
2018	10	Unnamed Natural Creek 3 of Unnamed Trib 1 of Elm Waterhole Creek	Canyon Pkwy	Grass Market	Natural Creek
2018	10	Unnamed Natural Creek flowing toward Beitel Creek	Live Oak	N Weidner Rd	Natural Creek
2018	10	Unnamed Natural Creek flowing toward Elm Waterhole Creek	Elm Waterhole Crk Upper	Regal Rose	Natural Creek
2018	10	Unnamed Natural Creek near Thousand Oaks	Ledge Rock	Thousand Oaks	Natural Creek
2018	10	Unnamed Natural Creek near Unnamed Trib 2 Beitel Creek	Feather Point	Independence Ave	Natural Creek
2018	10	Unnamed Natural Creek of Elm Waterhole Creek Upper / Elm Waterhole Creek	Wayland Run	Elm Water Hole Creek Upper / Elm Waterhole Creek	Natural Creek
2018	10	Unnamed Natural Creek of Unnamed Trib 1 Elm Waterhole Creek	Wisteria Way@ Blue Trinity	Unnamed Trib 1 of Elm Waterhole Creek	Natural Creek
2018	10	Unnamed Trib 1 Elm Waterhole Creek	Grass Market	N Loop 1604 E Access Rd	Natural Creek
2019	10	15102 Elm Park	15102 Elm Park @ Shallow Brook dead end	Winter Mist	Improved Channel
2019	10	5950 Larkmeadow Dr	5950 Larkmeadow Dr	Old O'Connor Rd	Improved Channel
2019	10	Cibolo Creek Reach 1	Garden North	Tommy Trail Dr	Natural Creek
2019	10	Elm Creek	Elm Waterhole Creek	Mud Creek	Natural Creek
2019	10	Elm Waterhole Creek	Classen Rd	Autry Pond Rd	Natural Creek
2019	10	Elm Waterhole Creek	Autry Pond Rd	Redland Rd	Natural Creek
2019	10	Elm Waterhole Creek Upper	Menger	Busby Canyon	Natural Creek
2019	10	Evans Creek	W Green Mountain Rd	runs toward Evans Rd	Natural Creek
2019	10	Mud Creek Tributary A	Knoll Peak dead end	Jung Rd	Natural Creek
2019	10	Salado Creek	Nacogdoches Rd	NE Loop 410	Natural Creek
2019	10	Salado Creek Trib F	Stormy Autumn	Salado Creek Trib F	Natural Creek
2019	10	Salado Creek Tributary E	across the street from 10711 Nacogdoches Rd	Salado Creek	Natural Creek

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2019	10	Salado Creek Tributary F	330 yds N of O'Connor Rd	Jung Rd	Natural Creek
2019	10	Salado Creek Tributary F	Stahl Rd	425ft NE of Thousand Oaks	Natural Creek
2019	10	Unnamed Natural Creek of Elm Waterhole Creek Upper / Elm Waterhole Creek	Judson Rd	Earthen Channel	Natural Creek
2019	10	Unnamed Tributary 2 To Salado Creek	Harry Wurzbach	Austin Hwy	Natural Creek
2020	10	15022 Santa Gertrudis	15022 Santa Gertrudis	Charolais	Improved Channel
2020	10	16055 Watering Point	Corian Springs Dr	Encanto Creek Dr	Improved Channel
2020	10	5507 Colewood	O'Connor Rd	Dreamwood Dr	Improved Channel
2020	10	Charolais	5214 Charolais	O'Connor Rd	Improved Channel
2020	10	Feather Ridge Channel	Judson Rd	Feather Ridge	Improved Channel
2020	10	Hightree Channel	Edgecrest	Starcrest Dr @ Salado Creek Trib E	Improved Channel
2020	10	Elm Creek	N Loop 1604 E	Jones Maltsberger	Natural Creek
2020	10	Elm Creek	Redland Rd	Elm Waterhole Creek	Natural Creek
2020	10	Elm Waterhole Creek	Redland Rd	Elm Creek	Natural Creek
2020	10	Elm Waterhole Creek	Loop 1604 E Access	Classen Rd	Natural Creek
2020	10	Elm Waterhole Creek Upper	COSA City Limit / Creek River	Judson Rd	Natural Creek
2020	10	Elm Waterhole Creek Upper / Elm Waterhole Creek	Judson Rd	N Loop 1604 E Access (westbound)	Natural Creek
2020	10	Green Mountain Creek	N Loop 1604 E Acces	West Fork of Green Mountain Crk	Natural Creek
2020	10	Salado Creek Trib F	Stormy Autumn	Salado Creek Trib F	Natural Creek
2020	10	Salado Creek Trib F headwaters	Judson Rd	Salado Creek Trib F	Natural Creek
2020	10	Salado Creek Tributary D	Ira Lee Rd	Salado Creek	Natural Creek
2020	10	Salado Creek Tributary E	11827 Nacogdoches Rd	11687 Nacogdoches Rd near Bulverde Rd	Natural Creek
2020	10	Salado Creek Tributary F	Briarcrest Dr between Briar Fern & Briar Ledge	Stahl Rd	Natural Creek
2020	10	Salado Creek Tributary F	Stahl Rd just N of Bell Dr	140 yds NW of Dublin SQ	Natural Creek
2020	10	Salado Creek Tributary F	330 yds N of O'Connor Rd	Jung Rd	Natural Creek
2020	10	Salado Creek Tributary F	Stahl Rd	425ft NE of Thousand Oaks	Natural Creek
2020	10	Unnamed Natural Creek 1 of Unnamed Trib 1 of Elm Waterhole Creek	Bulverde Rd	Bulverde Pkwy	Natural Creek
2020	10	Unnamed Natural Creek N of Hopes Ferry Earthen Channel	Judson Rd	Mcdermots Farm	Natural Creek
2020	10	Unnamed Natural Creek near Salado Creek Tributary F	Higgins Rd	Sherwood Way	Natural Creek
2020	10	Unnamed Natural Creek of Beitel Creek	Crosswinds Way	Beitel Creek near Wurzbach Pkwy	Natural Creek
2020	10	Unnamed Natural Creek of Beitel Creek	Leonhardt Rd	Beitel Creek just S of Wurzbach Pkwy	Natural Creek
2020	10	Unnamed Natural Creek of Unnamed Tributary 2 To Salado Creek	Harry Wurzbach	Unnamed Trib 2 to Salado Creek	Natural Creek
2020	10	Unnamed Natural Creek To Unamed Tributary 2 To Salado Creek	Granburg Cir	Unnamed Trib 2 to Salado Crk	Natural Creek
2020	10	Unnamed Tributary 2 To Salado Creek	Harry Wurzbach	Austin Hwy	Natural Creek
2020	10	Unnamed Tributary 3 To Elm Waterhole Creek	Silver Stream	Elm Waterhole Creek Upper	Natural Creek
2021	10	5275 Galacino	Edgemont Dr	14919 Guernsey	Improved Channel
2021	10	Cerro Vista Channel	5215 Cerro Vista St		Improved Channel
2021	10	Higgins Channel	13901 Higgins Rd		Improved Channel
2021	10	Nacogdoches Channel	13000 Nacogdoches Rd		Improved Channel
2021	10	Old O'Connor Channel	O'Connor Rd		Improved Channel
2021	10	Perrin Beitel Channel	Perrin Beitel		Improved Channel
2021	10	Sunup Channel	14015 Flair Wood Dr		Improved Channel
2021	10	Beitel Creek	Thousand Oaks	NE Loop 410	Natural Creek
2021	10	Beitel Creek	Wurzbach Pkwy	Thousand Oaks	Natural Creek
2021	10	Beitel Creek	O'Connor Rd	N Weidner Rd	Natural Creek
2021	10	Cibolo Creek Reach 1	Evans	Pvt Rd 17555 Old Evans	Natural Creek
2021	10	Cibolo Creek Reach 1	FM 2252	Evans	Natural Creek
2021	10	Unnamed Natural Creek off of Old O'Connor Rd	Old O'Connor Rd	O'Connor Rd	Natural Creek
2021	10	Unnamed Trib 2 Beitel Creek	Lookout Rdg	Old O'Connor Rd	Natural Creek
2022	10	Hillpoint Channel	Wurzbach Pkwy	Hillpoint Dr	Improved Channel
2022	10	Starcrest Channel	3443 Hightree Dr	Nacogdoches Rd	Improved Channel
2022	10	Mud Creek	N Loop 1604 E Access Rd	Jones Maltsberger Rd	Natural Creek
2022	10	Mud Creek	Jones Maltsbeger Rd	175 yds W of Preston Hall Dr @ Preston Cv	Natural Creek
2022	10	Mud Creek	Thousand Oaks	Confluence of Salado Creek	Natural Creek
2022	10	Unnamed Natural Creek 2 of Unnamed Trib 1 of Elm Waterhole Creek	Bulverde Pkwy	Canyon Pkwy	Natural Creek
2022	10	Unnamed Natural Creek 3 of Unnamed Trib 1 of Elm Waterhole Creek	Canyon Pkwy	Grass Market	Natural Creek
2022	10	Unnamed Natural Creek flowing toward Beitel Creek	Live Oak	N Weidner Rd	Natural Creek

Year	District	Street	Upper Limit	Lower Limit	Channel Type
2022	10	Unnamed Natural Creek flowing toward Elm Waterhole Creek	Elm Waterhole Crk Upper	Regal Rose	Natural Creek
2022	10	Unnamed Natural Creek near Thousand Oaks	Ledge Rock	Thousand Oaks	Natural Creek
2022	10	Unnamed Natural Creek near Unnamed Trib 2 Beitel Creek	Feather Point	Independence Ave	Natural Creek
2022	10	Unnamed Natural Creek of Elm Waterhole Creek Upper / Elm Waterhole Creek	Wayland Run	Elm Water Hole Creek Upper / Elm Waterhole Creek	Natural Creek
2022	10	Unnamed Natural Creek of Lorence Creek	Circle Tree	Lorence Creek	Natural Creek
2022	10	Unnamed Natural Creek of Unnamed Trib 1 Elm Waterhole Creek	Wisteria Way@ Blue Trinity	Unnamed Trib 1 of Elm Waterhole Creek	Natural Creek
2022	10	Unnamed Trib 1 Elm Waterhole Creek	Grass Market	N Loop 1604 E Access Rd	Natural Creek

Year	District	School Name	Project Type
2018	1	Blessed Sacrament School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Cornerstone Christian School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Douglass Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Dr. Harmon W. Kelley Elementary School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Gonzales A.c.	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Keystone School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Kipp Esperanza Dual Language Academy (school Zoo)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Margil	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Neal (includes Dr. Paul S. Saenz Ms& Rick Hawkins Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Nimitz	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	St Anthony Elementary School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	St Mary Magdalen School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	St. Anthony's Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Travis	School Zone Pavement Markings Upgrade (Crosswalks)
2018	1	Whittier	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Braun Station	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Burke	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Cable	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Carlos Coon	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Colonies North	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Dellview	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	International School Of The Americas/ Arts/lee	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Jackson Keller E.s.	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	Ridgeview	School Zone Pavement Markings Upgrade (Crosswalks)
2019	1	St Gregory The Great School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Arnold	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Beacon Hill	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Bonham	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Colonial Hills (jackson Ms)	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Cotton	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Fox Tech	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Franklin	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Hawthorne	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Irving	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Nimitz	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Olmos	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	1	Twain	School Zone Pavement Markings Upgrade (Crosswalks)
2020	1	Wilson	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Blessed Sacrament School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Cornerstone Christian School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Douglass Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Dr. Harmon W. Kelley Elementary School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Gonzales A.c.	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Keystone School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Kipp Esperanza Dual Language Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Margil	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Neal (includes Dr. Paul S. Saenz Ms& Rick Hawkins Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Nimitz	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	St Anthony Elementary School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	St Mary Magdalen School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	St. Anthony's Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Travis	School Zone Pavement Markings Upgrade (Crosswalks)
2021	1	Whittier	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Braun Station	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Burke	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Cable	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Carlos Coon	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Colonies North	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Dellview	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	International School Of The Americas/ Arts/lee	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Jackson Keller E.s.	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	Ridgeview	School Zone Pavement Markings Upgrade (Crosswalks)
2022	1	St Gregory The Great School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Alamo Heights Junior High School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Bulverde Creek	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Howard	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Northern Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Oak Grove	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	St Pius X School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	10	Steubing Ranch/harris	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Gillette	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2019	10	Northwood	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Terrell Wells	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Vestal	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Woodridge	School Zone Pavement Markings Upgrade (Crosswalks)
2019	10	Zachry, H B	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Ace/academy Of Creative Ed	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	David Lee "tex" Hill	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	El Dorado	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Fox Run	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Garner	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Longs Creek	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Redland Oaks	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Regency Place	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Rolling Meadows	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Royal Ridge	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Serna	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Thousand Oaks	School Zone Pavement Markings Upgrade (Crosswalks)
2020	10	Wetmore	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Alamo Heights Junior High School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Bulverde Creek	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Howard	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Northern Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Oak Grove	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	St Pius X School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	10	Steubing Ranch/harris	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Gillette	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Northwood	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Terrell Wells	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Vestal	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Woodridge	School Zone Pavement Markings Upgrade (Crosswalks)
2022	10	Zachry, H B	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Carroll, Henry	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Davis	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	East Terrell Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Edgar Allen Poe	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2018	2	George Gervin Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Hartmen	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Herff	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Hirsch (includes Town EastChristian School)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Idea Carver	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	King, Martin L	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Miller	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Page	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Park Village	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Paschall, William	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Pershing	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Pfeiffer	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Pickett Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Sam Houston (included With Davis Middle School)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Smith	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Tynan	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	W.w. White	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Washington	School Zone Pavement Markings Upgrade (Crosswalks)
2018	2	Wheatley	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Gates	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Glass	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Glenoaks	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Idea Carver	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Roosevelt	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Sinclair	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Walzem	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Wilshire	School Zone Pavement Markings Upgrade (Crosswalks)
2019	2	Woodlake Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Bowden	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Camelot	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Cameron	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Clear Spring	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Gates	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Herff	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Highland Park	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Lamar	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	2	Smith	School Zone Pavement Markings Upgrade (Crosswalks)
2020	2	Stewart	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Carroll, Henry	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Davis	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	East Terrell Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Edgar Allen Poe	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	George Gervin Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Hartmen	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Herff	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Hirsch (includes Town EastChristian School)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Idea Carver	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	King, Martin L	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Miller	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Page	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Park Village	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Paschall, William	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Pershing	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Pfeiffer	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Pickett Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Sam Houston (included With Davis Middle School)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Smith	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Tynan	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	W.w. White	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Washington	School Zone Pavement Markings Upgrade (Crosswalks)
2021	2	Wheatley	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Gates	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Glass	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Glenoaks	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Idea Carver	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Roosevelt	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Sinclair	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Walzem	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Wilshire	School Zone Pavement Markings Upgrade (Crosswalks)
2022	2	Woodlake Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Brooks Academy Of Science And Engineering	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Charles Ball	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2018	3	Connell Middle	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Forbes	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Foster	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Foster	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Gallardo	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Highland Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Highland Hills Baptist School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Scheh (includes Omega School)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	St Margaret Mary School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Steele (school Closed)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	3	Sydney A Wright	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Adams	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Edison	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Eisenhower	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Fernandez	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Gilbert	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Harlandale Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Highland Forest	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Highland Park Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Highlands	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Japhet	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Kingsborough /schulze /wietzel H.s.	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Knox	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Leal	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Linton	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Loma Park	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Macarthur	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Madison	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Mccollum	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Memorial	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Morrill	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Northside Alternative Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Pecan Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Riverside Park	School Zone Pavement Markings Upgrade (Crosswalks)
2019	3	Schenck	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	Foster	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	3	Graebner	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	Holy Name Catholic School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	Legacy	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	Mission Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	New Frontiers Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	3	Por Vida Academy Charter Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Brooks Academy Of Science And Engineering	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Charles Ball	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Connell Middle	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Forbes	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Foster	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Foster	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Gallardo	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Highland Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Highland Hills Baptist School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Scheh (includes Omega School)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	St Margaret Mary School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Steele (school Closed)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	3	Sydney A Wright	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Adams	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Edison	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Eisenhower	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Fernandez	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Gilbert	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Harlandale Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Highland Forest	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Highland Park Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Highlands	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Japhet	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Kingsborough /schulze /wietzel H.s.	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Knox	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Leal	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Linton	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Loma Park	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Macarthur	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Madison	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2022	3	Mccollum	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Memorial	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Morrill	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Northside Alternative Hs	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Pecan Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Riverside Park	School Zone Pavement Markings Upgrade (Crosswalks)
2022	3	Schenck	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Ed Cody	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Forester	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Glenn, John	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Hutchins	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Jerry D Allen (lackland City)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	John Glenn	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Kazen, Abraham (includes Life Skills For Student Parents)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Lewis	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Lighthouse Charter School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Murnin	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Rayburn, Sam	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Roy P. Benevides (includes Alternative School & Zamora Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Shepard, Alan B	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Spicewood Park	School Zone Pavement Markings Upgrade (Crosswalks)
2018	4	Sun Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Adams Hill	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Bob Hope	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Carrillo, Miguel	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Five Palms	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Hidden Cove	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Kindred	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Palo Alto	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Price	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Sky Harbour	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Sun Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2019	4	Westwood Terrace	School Zone Pavement Markings Upgrade (Crosswalks)
2020	4	Armstrong, Neil	School Zone Pavement Markings Upgrade (Crosswalks)
2020	4	Madla	School Zone Pavement Markings Upgrade (Crosswalks)
2020	4	Murnin	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	4	Stevens	School Zone Pavement Markings Upgrade (Crosswalks)
2020	4	Valley Hi	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Ed Cody	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Forester	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Glenn, John	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Hutchins	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Jerry D Allen (lackland City)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	John Glenn	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Kazen, Abraham (includes Life Skills For Student Parents)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Lewis	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Lighthouse Charter School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Murnin	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Rayburn, Sam	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Roy P. Benevides (includes Alternative School & Zamora Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Shepard, Alan B	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Spicewood Park	School Zone Pavement Markings Upgrade (Crosswalks)
2021	4	Sun Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Adams Hill	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Bob Hope	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Carrillo, Miguel	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Five Palms	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Hidden Cove	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Kindred	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Palo Alto	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Price	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Sky Harbour	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Sun Valley	School Zone Pavement Markings Upgrade (Crosswalks)
2022	4	Westwood Terrace	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Barkley/ruiz	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Bowie	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Brewer (school Closed)	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Burbank	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Burleson Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Carvajal/rhodes Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Christian Academy San Antonio	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Cisneros (former Cenizo Park)	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2018	5	Collins Garden	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Columbia Heights	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Cooper	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Crockett	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	De Zavala	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Estrada Achievement Ctr	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Garcia, Gus	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Green	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Harris	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Holy Cross Of San Antonio	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Rhodes Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Roosevelt Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2018	5	Storm	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Athens	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Bell, Carrol	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Bellaire	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Bradley	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Brentwood	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Dwight	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Hillcrest	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Indian Creek	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Kelly	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Kennedy, John F	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	King, Sarah	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Lanier	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Las Palmas	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Lowell	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Navarro Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Rodriguez	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	St John The Evangelist School	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	St Leo The Great	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Tafolla	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	Truman	School Zone Pavement Markings Upgrade (Crosswalks)
2019	5	West Avenue	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Alonso S Perales	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Brackenridge, J T	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	5	Brackenridge, J T	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Briscoe	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Ogden	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Rhodes	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	St James The Apostle	School Zone Pavement Markings Upgrade (Crosswalks)
2020	5	Winston	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Barkley/ruiz	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Bowie	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Brewer (school Closed)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Burbank	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Burleson Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Carvajal/rhodes Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Christian Academy San Antonio	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Cisneros (former Cenizo Park)	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Collins Garden	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Columbia Heights	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Cooper	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Crockett	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	De Zavala	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Estrada Achievement Ctr	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Garcia, Gus	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Green	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Harris	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Holy Cross Of San Antonio	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Rhodes	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Roosevelt	School Zone Pavement Markings Upgrade (Crosswalks)
2021	5	Storm	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Athens	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Bell, Carrol	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Bellaire	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Bradley	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Brentwood	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Dwight	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Hillcrest	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Indian Creek	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Kelly	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2022	5	Kennedy, John F	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	King, Sarah	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Lanier	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Las Palmas	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Lowell	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Navarro Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Rodriguez	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	St John The Evangelist School	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	St Leo The Great	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Tafolla	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	Truman	School Zone Pavement Markings Upgrade (Crosswalks)
2022	5	West Avenue	School Zone Pavement Markings Upgrade (Crosswalks)
2018	6	Passmore	School Zone Pavement Markings Upgrade (Crosswalks)
2018	6	St John Bosco School	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Harmony Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Harmony Science Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Hull, Mary	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Jay, John	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Knowlton	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Krueger	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Larkspur	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Rayburn	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Rogers	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	San Antonio School For Inquiry & Creativity	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Wood	School Zone Pavement Markings Upgrade (Crosswalks)
2019	6	Woodstone	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Brauchle	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Connally, John	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Coronado Escobar	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Edgewood Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Elrod	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Evers/ Jordan	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Hatchett	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Holmes	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Jones, Anson	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Meadow Village	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	6	Myers, Virginia	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Northwest Crossing	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Pease, Em	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Raba	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Rogers	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Stafford	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Taft, William H	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Timberwilde	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Warren, Earl	School Zone Pavement Markings Upgrade (Crosswalks)
2020	6	Wrenn	School Zone Pavement Markings Upgrade (Crosswalks)
2021	6	Passmore	School Zone Pavement Markings Upgrade (Crosswalks)
2021	6	St John Bosco School	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Harmony Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Harmony Science Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Hull, Mary	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Jay, John	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Knowlton	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Krueger	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Larkspur	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Rayburn	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Rogers	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	San Antonio School For Inquiry & Creativity	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Wood	School Zone Pavement Markings Upgrade (Crosswalks)
2022	6	Woodstone	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Johnson, Lyndon B	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Martin	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Neff, Pat	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Nichols	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Rhodes Middle School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	7	Woodlawn	School Zone Pavement Markings Upgrade (Crosswalks)
2019	7	Gonzales, Henry B	School Zone Pavement Markings Upgrade (Crosswalks)
2019	7	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)
2019	7	Jefferson	School Zone Pavement Markings Upgrade (Crosswalks)
2019	7	Madison	School Zone Pavement Markings Upgrade (Crosswalks)
2019	7	Maverick	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Baskin	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	7	Esparza	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Fenwick	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Huppertz	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Longfellow	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Mann	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Oak Hills Terrace	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Powell, Lawrence	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Ross, Sul	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Rudder, Earl	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	St Luke School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	St Paul School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Stevenson, Coke	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Thornton	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Villareal	School Zone Pavement Markings Upgrade (Crosswalks)
2020	7	Woodlawn Hills	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Johnson, Lyndon B	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Martin	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Neff, Pat	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Nichols	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Rhodes	School Zone Pavement Markings Upgrade (Crosswalks)
2021	7	Woodlawn	School Zone Pavement Markings Upgrade (Crosswalks)
2022	7	Gonzales, Henry B	School Zone Pavement Markings Upgrade (Crosswalks)
2022	7	Harlandale	School Zone Pavement Markings Upgrade (Crosswalks)
2022	7	Jefferson	School Zone Pavement Markings Upgrade (Crosswalks)
2022	7	Madison	School Zone Pavement Markings Upgrade (Crosswalks)
2022	7	Maverick	School Zone Pavement Markings Upgrade (Crosswalks)
2018	8	Brandeis	School Zone Pavement Markings Upgrade (Crosswalks)
2018	8	Carnahan	School Zone Pavement Markings Upgrade (Crosswalks)
2018	8	Hector Garcia	School Zone Pavement Markings Upgrade (Crosswalks)
2018	8	Mead	School Zone Pavement Markings Upgrade (Crosswalks)
2018	8	Wanke	School Zone Pavement Markings Upgrade (Crosswalks)
2019	8	Howsman, Shirley J	School Zone Pavement Markings Upgrade (Crosswalks)
2019	8	St Thomas More School	School Zone Pavement Markings Upgrade (Crosswalks)
2019	8	Stahl	School Zone Pavement Markings Upgrade (Crosswalks)
2019	8	Stinson, Katherine	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Beard	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	8	Boone	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Health Career	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Hobby, William P	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Locke Hill	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	May, Monroe	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Mcdermott	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Oak Meadow	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Rawlinson	School Zone Pavement Markings Upgrade (Crosswalks)
2020	8	Scobee	School Zone Pavement Markings Upgrade (Crosswalks)
2021	8	Brandeis	School Zone Pavement Markings Upgrade (Crosswalks)
2021	8	Carnahan	School Zone Pavement Markings Upgrade (Crosswalks)
2021	8	Hector Garcia	School Zone Pavement Markings Upgrade (Crosswalks)
2021	8	Mead	School Zone Pavement Markings Upgrade (Crosswalks)
2021	8	Wanke	School Zone Pavement Markings Upgrade (Crosswalks)
2022	8	Howsman, Shirley J	School Zone Pavement Markings Upgrade (Crosswalks)
2022	8	St Thomas More School	School Zone Pavement Markings Upgrade (Crosswalks)
2022	8	Stahl	School Zone Pavement Markings Upgrade (Crosswalks)
2022	8	Stinson, Katherine	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Bush, Barbara	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Canyon Ridge	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Judson Montessori School	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Las Lomas	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Rolling Hills Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Ronald Reagan	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Wilderness Oak	School Zone Pavement Markings Upgrade (Crosswalks)
2018	9	Winston Churchill	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Carson	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Churchill	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Collier Wells	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Gardendale	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Stonewall-flanders	School Zone Pavement Markings Upgrade (Crosswalks)
2019	9	Vineyard Ranch	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Coker	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Encino Park	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Hardy Oak	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Hidden Forest	School Zone Pavement Markings Upgrade (Crosswalks)

Year	District	School Name	Project Type
2020	9	Huebner	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Johnson	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Lopez	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Roan Forest	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	San Antonio Christian School	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Stone Oak	School Zone Pavement Markings Upgrade (Crosswalks)
2020	9	Tejeda	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Bush, Barbara	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Canyon Ridge	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Judson Montessori School	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Las Lomas	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Rolling Hills Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Ronald Reagan	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Wilderness Oak	School Zone Pavement Markings Upgrade (Crosswalks)
2021	9	Winston Churchill	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Carson	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Churchill	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Collier Wells	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Gardendale	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Stonewall-flanders	School Zone Pavement Markings Upgrade (Crosswalks)
2022	9	Vineyard Ranch	School Zone Pavement Markings Upgrade (Crosswalks)

FiscalYear	CouncilDistrict	Project Corridor	Application
2018	1	Abe Lincoln Rd	Pavement Markings
2018	1	Auditorium Cir\Ave A	Pavement Markings
2018	1	Avenue A	Pavement Markings
2018	1	Blanco Rd	Pavement Markings
2018	1	Bonham	Pavement Markings
2018	1	Bowie St	Pavement Markings
2018	1	Dolorosa\Market	Pavement Markings
2018	1	E Mulberry Ave	Pavement Markings
2018	1	E/W Commerce St	Pavement Markings
2018	1	Fredericksburg Rd	Pavement Markings
2018	1	Houston St	Pavement Markings
2018	1	Jackson Keller	Pavement Markings
2018	1	Jefferson	Pavement Markings
2018	1	Jones Maltsberger Rd	Pavement Markings
2018	1	Mccullough Ave	Pavement Markings
2018	1	Mulberry Ave	Pavement Markings
2018	1	Navarro St	Pavement Markings
2018	1	Nueva	Pavement Markings
2018	1	Presa St	Pavement Markings
2018	1	Rampart	Pavement Markings
2018	1	Ramsey	Pavement Markings
2018	1	S Alamo St	Pavement Markings
2018	1	S Presa St	Pavement Markings
2018	1	San Pedro Ave	Pavement Markings
2018	1	San Pedro Ave	Pavement Markings
2018	1	San Saba	Pavement Markings
2018	1	St Mary'S	Pavement Markings
2018	1	W Cevallos	Pavement Markings
2018	1	W Sunset Rd	Pavement Markings
2018	1	W Woodlawn	Pavement Markings
2018	1	Weizmann	Pavement Markings
2018	1	West Ave	Pavement Markings
2018	2	At&T	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2018	2	Coca Cola	Pavement Markings
2018	2	E Commerce St	Pavement Markings
2018	2	E Houston St	Pavement Markings
2018	2	Eisenhauer Rd	Pavement Markings
2018	2	Fratt Rd	Pavement Markings
2018	2	Harry Wurzbach	Pavement Markings
2018	2	Lakeview	Pavement Markings
2018	2	Lanark Dr	Pavement Markings
2018	2	Mystic Sunrise	Pavement Markings
2018	2	New Sulphur Spgs	Pavement Markings
2018	2	Summer Fest Dr	Pavement Markings
2018	3	City-Base Landing	Pavement Markings
2018	3	Clark Ave	Pavement Markings
2018	3	E Formosa Blvd	Pavement Markings
2018	3	Hot Wells	Pavement Markings
2018	3	Hutchins	Pavement Markings
2018	3	Presa St	Pavement Markings
2018	3	S Ww White Rd	Pavement Markings
2018	3	W Southcross Blvd	Pavement Markings
2018	4	Applewhite Rd	Pavement Markings
2018	4	Bynum Ave	Pavement Markings
2018	4	Bynum Ave	Pavement Markings
2018	4	Crickett Dr	Pavement Markings
2018	4	Five Palms Dr	Pavement Markings
2018	4	Holm Rd	Pavement Markings
2018	4	Hutchins	Pavement Markings
2018	4	Hutchins	Pavement Markings
2018	4	Lone Star Pass	Pavement Markings
2018	4	Marbach Rd	Pavement Markings
2018	4	Navajo St	Pavement Markings
2018	4	Ray Ellison Blvd	Pavement Markings
2018	4	Seascape Dr	Pavement Markings
2018	4	Somerset Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2018	4	Westfield Dr	Pavement Markings
2018	4	Whitewood Dr	Pavement Markings
2018	5	Cupples Rd	Pavement Markings
2018	5	Division	Pavement Markings
2018	5	E Cevallos	Pavement Markings
2018	5	General Mcmullen	Pavement Markings
2018	5	Nw 24Th St	Pavement Markings
2018	5	Presa St	Pavement Markings
2018	5	Quintana Rd	Pavement Markings
2018	5	S Elmendorf	Pavement Markings
2018	5	Somerset Rd	Pavement Markings
2018	5	Sw 26Th St	Pavement Markings
2018	5	W Commerce St	Pavement Markings
2018	5	W Commerce St	Pavement Markings
2018	5	W Commerce St	Pavement Markings
2018	5	W Houston St	Pavement Markings
2018	5	W Southcross Blvd	Pavement Markings
2018	6	Marbach Rd	Pavement Markings
2018	6	Old Tezel Rd	Pavement Markings
2018	6	Reed Rd	Pavement Markings
2018	6	Richland Hills Dr	Pavement Markings
2018	6	Timber Path	Pavement Markings
2018	6	Timber Path	Pavement Markings
2018	6	W Commerce St	Pavement Markings
2018	6	Westfield Dr	Pavement Markings
2018	6	Westover Hills Blvd	Pavement Markings
2018	7	Babcock Rd	Pavement Markings
2018	7	Eckhert Rd	Pavement Markings
2018	7	Fredericksburg Rd	Pavement Markings
2018	7	General Mcmullen	Pavement Markings
2018	7	N Elmendorf	Pavement Markings
2018	7	Old Tezel Rd	Pavement Markings
2018	7	Pelican Oak Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2018	7	Perservation	Pavement Markings
2018	7	St Cloud	Pavement Markings
2018	7	Stonecroft	Pavement Markings
2018	7	Stonefield Place	Pavement Markings
2018	7	Thunder Dr	Pavement Markings
2018	7	W Woodlawn	Pavement Markings
2018	7	Wilson Blvd	Pavement Markings
2018	8	Babcock Rd	Pavement Markings
2018	8	Chase Hill	Pavement Markings
2018	8	Fredericksburg Rd	Pavement Markings
2018	8	La Cantera Pkwy	Pavement Markings
2018	8	Quincy Lee Dr	Pavement Markings
2018	8	Sonoma Pkwy	Pavement Markings
2018	8	Worth Pkwy	Pavement Markings
2018	9	E Ramsey	Pavement Markings
2018	9	E Sonterra Blvd	Pavement Markings
2018	9	Jones Maltsberger Rd	Pavement Markings
2018	9	Jones Maltsberger Rd	Pavement Markings
2018	9	Starcrest Dr	Pavement Markings
2018	9	Stone Oak Pkwy	Pavement Markings
2018	9	W Bitters Rd	Pavement Markings
2018	9	W Ramsey	Pavement Markings
2018	9	West Ave	Pavement Markings
2018	10	Broadway	Pavement Markings
2018	10	Classen Rd	Pavement Markings
2018	10	E Sunset Rd	Pavement Markings
2018	10	Eisenhauer Rd	Pavement Markings
2018	10	Green Spring Dr	Pavement Markings
2018	10	Harry Wurzbach	Pavement Markings
2018	10	Higgins Rd	Pavement Markings
2018	10	Jones Maltsberger Rd	Pavement Markings
2018	10	N Green Mountain Rd	Pavement Markings
2018	10	Stahl Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2018	10	Tavern Oaks	Pavement Markings
2018	10	Toepperwein Rd	Pavement Markings
2018	1,10	Broadway	Pavement Markings
2018	1,2	E Mulberry Ave	Pavement Markings
2018	1,5	St Mary'S	Pavement Markings
2018	1,5	W Commerce St	Pavement Markings
2018	1,7	Fredericksburg Rd	Pavement Markings
2018	1,9	Jones Maltsberger Rd	Pavement Markings
2018	2,10	Harry Wurzbach	Pavement Markings
2018	2,3	New Sulphur Spgs	Pavement Markings
2018	3,4	Applewhite Rd	Pavement Markings
2018	4,5	Somerset Rd	Pavement Markings
2018	4,6	Marbach Rd	Pavement Markings
2018	5,6	S San Joaquin	Pavement Markings
2018	5,6	W Commerce St	Pavement Markings
2018	6,7	W Commerce St	Pavement Markings
2018	7,8	Babcock Rd	Pavement Markings
2018	9,10	Jones Maltsberger Rd	Pavement Markings
2019	1	Capitol	Pavement Markings
2019	1	Carolina	Pavement Markings
2019	1	Cincinnati Ave	Pavement Markings
2019	1	Culebra	Pavement Markings
2019	1	Dresden	Pavement Markings
2019	1	E Ashby Place	Pavement Markings
2019	1	E Grayson St	Pavement Markings
2019	1	E Josephine St	Pavement Markings
2019	1	E Quincy	Pavement Markings
2019	1	Florida	Pavement Markings
2019	1	Fulton Ave	Pavement Markings
2019	1	Houston St	Pavement Markings
2019	1	Mccarty	Pavement Markings
2019	1	Mt Sacred Heart Rd	Pavement Markings
2019	1	N Colorado St	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	1	N Trinity	Pavement Markings
2019	1	N Zarzamora	Pavement Markings
2019	1	W Ashby Place	Pavement Markings
2019	1	W Carolina	Pavement Markings
2019	1	W Grayson St	Pavement Markings
2019	1	W Josephine St	Pavement Markings
2019	2	Aransas Ave	Pavement Markings
2019	2	Brooksdale Dr	Pavement Markings
2019	2	Carolina	Pavement Markings
2019	2	Casa Blanca	Pavement Markings
2019	2	Cherry	Pavement Markings
2019	2	Corinne	Pavement Markings
2019	2	Corner Pkwy	Pavement Markings
2019	2	Cornerway Blvd	Pavement Markings
2019	2	Denver Blvd	Pavement Markings
2019	2	Diane Rd	Pavement Markings
2019	2	E Commerce St	Pavement Markings
2019	2	E Grayson St	Pavement Markings
2019	2	E Houston St	Pavement Markings
2019	2	E Josephine St	Pavement Markings
2019	2	Florida	Pavement Markings
2019	2	Foster Meadows	Pavement Markings
2019	2	Funston Place	Pavement Markings
2019	2	Gibbs-Sprawl Rd	Pavement Markings
2019	2	Holmgreen Rd	Pavement Markings
2019	2	Iowa St	Pavement Markings
2019	2	J St	Pavement Markings
2019	2	Lake Meadow	Pavement Markings
2019	2	Lakefront	Pavement Markings
2019	2	Martin Luther King Dr	Pavement Markings
2019	2	Midcrown Dr	Pavement Markings
2019	2	Midcrown Dr E	Pavement Markings
2019	2	Montana	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	2	Montgomery Dr	Pavement Markings
2019	2	N Sunbelt Dr	Pavement Markings
2019	2	Pop Gunn Dr	Pavement Markings
2019	2	Randolph Blvd	Pavement Markings
2019	2	Rittiman Cut	Pavement Markings
2019	2	Rittiman Rd	Pavement Markings
2019	2	S Cherry	Pavement Markings
2019	2	S Vandiver Rd	Pavement Markings
2019	2	Willenbrock	Pavement Markings
2019	3	Bill Miller Ln	Pavement Markings
2019	3	E Harding Blvd	Pavement Markings
2019	3	E Pyron Ave	Pavement Markings
2019	3	Elgin Ave	Pavement Markings
2019	3	Fair Ave	Pavement Markings
2019	3	Gillette Blvd	Pavement Markings
2019	3	Hiawatha	Pavement Markings
2019	3	Koehler Ct	Pavement Markings
2019	3	Lyster Rd	Pavement Markings
2019	3	Moursund Blvd	Pavement Markings
2019	3	Pleasanton Rd	Pavement Markings
2019	3	Rayburn Dr	Pavement Markings
2019	3	Steves Ave	Pavement Markings
2019	3	W Harding Blvd	Pavement Markings
2019	3	W Pyron Ave	Pavement Markings
2019	4	Apple Valley Dr	Pavement Markings
2019	4	Chennault Cir	Pavement Markings
2019	4	Demya	Pavement Markings
2019	4	Gillette Blvd	Pavement Markings
2019	4	Gillmore Ave	Pavement Markings
2019	4	Old Sky Harbor	Pavement Markings
2019	4	Rousseau	Pavement Markings
2019	4	S Zarzamora	Pavement Markings
2019	4	Seascape Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	4	W Pyron Ave	Pavement Markings
2019	5	Frio	Pavement Markings
2019	5	Griffin Ave	Pavement Markings
2019	5	Hortencia St	Pavement Markings
2019	5	Huron St	Pavement Markings
2019	5	Lone Star Blvd	Pavement Markings
2019	5	Lowell St	Pavement Markings
2019	5	Memorial St	Pavement Markings
2019	5	N Colorado St	Pavement Markings
2019	5	N Zarzamora	Pavement Markings
2019	5	Old Us Hwy 90 W	Pavement Markings
2019	5	Pierian Ave	Pavement Markings
2019	5	Pleasanton Rd	Pavement Markings
2019	5	Rivas St	Pavement Markings
2019	5	S Brazos St	Pavement Markings
2019	5	S Colorado St	Pavement Markings
2019	5	S Zarzamora	Pavement Markings
2019	6	Brownleaf Dr	Pavement Markings
2019	6	Dover Rdg	Pavement Markings
2019	6	Eldridge Ave	Pavement Markings
2019	6	Grissom Pass	Pavement Markings
2019	6	Ingram Rd	Pavement Markings
2019	6	Isla Bonita	Pavement Markings
2019	6	Old Us Hwy 90 W	Pavement Markings
2019	6	Pipers Ln	Pavement Markings
2019	6	Rousseau	Pavement Markings
2019	6	S Brownleaf Dr	Pavement Markings
2019	6	Timber Ranch	Pavement Markings
2019	6	Timber Trace	Pavement Markings
2019	6	Village Pkwy	Pavement Markings
2019	6	Wiseman Blvd	Pavement Markings
2019	7	Benrus	Pavement Markings
2019	7	Braun Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	7	Cambray Dr	Pavement Markings
2019	7	Cary Grant Dr	Pavement Markings
2019	7	Cincinnati Ave	Pavement Markings
2019	7	Crystal Hill	Pavement Markings
2019	7	Crystal Run	Pavement Markings
2019	7	Danny Kaye	Pavement Markings
2019	7	E Quill Dr	Pavement Markings
2019	7	Ernie Kovak	Pavement Markings
2019	7	Glen Rdg	Pavement Markings
2019	7	Guilbeau Rd	Pavement Markings
2019	7	Mary Todd Dr	Pavement Markings
2019	7	Mystic Park	Pavement Markings
2019	7	North Holw	Pavement Markings
2019	7	North Knoll	Pavement Markings
2019	7	Olde Village Dr	Pavement Markings
2019	7	Stemmons	Pavement Markings
2019	7	W Broadview Dr	Pavement Markings
2019	7	Willowbrook Dr	Pavement Markings
2019	7	Woodchase Dr	Pavement Markings
2019	8	Camp Bullis Rd	Pavement Markings
2019	8	Champions Gate	Pavement Markings
2019	8	Expo Blvd	Pavement Markings
2019	8	Fairhaven St	Pavement Markings
2019	8	Gardendale	Pavement Markings
2019	8	George Rd	Pavement Markings
2019	8	Gus Eckert Rd	Pavement Markings
2019	8	Horizon Hill Blvd	Pavement Markings
2019	8	Indian Woods	Pavement Markings
2019	8	Ironside Dr	Pavement Markings
2019	8	Northwest Pkwy	Pavement Markings
2019	8	Orsinger Ln	Pavement Markings
2019	9	Broken Oak Dr	Pavement Markings
2019	9	Canyon Golf Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	9	E Silver Sands	Pavement Markings
2019	9	Encino Cabin	Pavement Markings
2019	9	Encino Commons	Pavement Markings
2019	9	Encino Pass	Pavement Markings
2019	9	Encino Rio	Pavement Markings
2019	9	Facet Oak	Pavement Markings
2019	9	Knights Cross Dr	Pavement Markings
2019	9	Las Lomas Blvd	Pavement Markings
2019	9	North Loop Rd	Pavement Markings
2019	9	Oak Bridge	Pavement Markings
2019	9	Oak Crk	Pavement Markings
2019	9	Parliament	Pavement Markings
2019	9	Partridge Trl	Pavement Markings
2019	9	Point Oak	Pavement Markings
2019	9	Redland Rd	Pavement Markings
2019	9	Rothbury	Pavement Markings
2019	9	Sierra Oscura	Pavement Markings
2019	9	Thousand Oaks	Pavement Markings
2019	9	Thrasher Oak	Pavement Markings
2019	9	Thrush Rdg	Pavement Markings
2019	9	W Silver Sands	Pavement Markings
2019	9	Wolf Crk	Pavement Markings
2019	9	Wood Valley	Pavement Markings
2019	10	Bulverde Pkwy	Pavement Markings
2019	10	Bulverde Pt	Pavement Markings
2019	10	Bulverde Rd	Pavement Markings
2019	10	Bulverde Rd	Pavement Markings
2019	10	Bulverde Rd	Pavement Markings
2019	10	Cheever Blvd	Pavement Markings
2019	10	Fountainwood Dr	Pavement Markings
2019	10	Green Spring Dr	Pavement Markings
2019	10	Greenwich Blvd	Pavement Markings
2019	10	Hidden Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2019	10	Ira Lee Rd	Pavement Markings
2019	10	Judson Rd	Pavement Markings
2019	10	Jung Rd	Pavement Markings
2019	10	Knollcreek	Pavement Markings
2019	10	N Stahl Park	Pavement Markings
2019	10	N Vandiver Rd	Pavement Markings
2019	10	N Weidner Rd	Pavement Markings
2019	10	Oconnor Rd	Pavement Markings
2019	10	Old Stable Rd	Pavement Markings
2019	10	Randolph Blvd	Pavement Markings
2019	10	Redland Rd	Pavement Markings
2019	10	Rittiman Rd	Pavement Markings
2019	10	Royal Ridge Dr	Pavement Markings
2019	10	Thousand Oaks	Pavement Markings
2019	10	Thousand Oaks	Pavement Markings
2019	10	Village Dr	Pavement Markings
2019	1,7	N Zarzamora	Pavement Markings
2019	1,7	Pinebrook Dr	Pavement Markings
2019	2,10	N Weidner Rd	Pavement Markings
2019	2,10	Rittiman Rd	Pavement Markings
2019	2,10	S Weidner Rd	Pavement Markings
2019	3,5	Pleasanton Rd	Pavement Markings
2019	4,5	Growdon Rd	Pavement Markings
2019	4,5	S Zarzamora	Pavement Markings
2019	6,7	Guilbeau Rd	Pavement Markings
2019	6,7	Low Bid Ln	Pavement Markings
2019	6,7	New Guilbeau Rd	Pavement Markings
2019	7,8	Braun Rd	Pavement Markings
2019	7,8	Lyceum Dr	Pavement Markings
2019	9,10	Bulverde Rd	Pavement Markings
2019	9,10	Thousand Oaks	Pavement Markings
2020	1	Broadway	Pavement Markings
2020	1	Dewhurst Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	1	E Hildebrand Ave	Pavement Markings
2020	1	Eagleland Dr	Pavement Markings
2020	1	Fresno	Pavement Markings
2020	1	Lockhill-Selma Rd	Pavement Markings
2020	1	Main Plaza	Pavement Markings
2020	1	N Main Ave	Pavement Markings
2020	1	N Main Ave	Pavement Markings
2020	1	Nacogdoches Rd	Pavement Markings
2020	1	Parkridge	Pavement Markings
2020	1	Rossy	Pavement Markings
2020	1	S Alamo St	Pavement Markings
2020	1	S Main Ave	Pavement Markings
2020	1	S Main Ave	Pavement Markings
2020	1	Spencer Ln	Pavement Markings
2020	1	W Cesar Chavez Blvd	Pavement Markings
2020	1	W Hildebrand Ave	Pavement Markings
2020	1	W Nottingham Dr	Pavement Markings
2020	1	W Olmos Dr	Pavement Markings
2020	2	Ackerman Rd	Pavement Markings
2020	2	Castle Cross	Pavement Markings
2020	2	Castle Way Dr	Pavement Markings
2020	2	E Carson	Pavement Markings
2020	2	E Cesar Chavez Blvd	Pavement Markings
2020	2	E Hildebrand Ave	Pavement Markings
2020	2	E Olmos Dr	Pavement Markings
2020	2	Greatfare	Pavement Markings
2020	2	Industry Park Dr	Pavement Markings
2020	2	N Hackberry St	Pavement Markings
2020	2	N Pine St	Pavement Markings
2020	2	Nolan St	Pavement Markings
2020	2	Old Austin Rd	Pavement Markings
2020	2	Old Seguin Rd	Pavement Markings
2020	2	Pecan Valley Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	2	Rigsby Ave	Pavement Markings
2020	2	Roland Ave	Pavement Markings
2020	2	Rosa Parks Way	Pavement Markings
2020	2	S Hackberry St	Pavement Markings
2020	2	S New Braunfels Ave	Pavement Markings
2020	2	S New Braunfels Ave	Pavement Markings
2020	2	S Pine St	Pavement Markings
2020	2	Sinclair Rd	Pavement Markings
2020	2	Springfield Rd	Pavement Markings
2020	3	Acequia	Pavement Markings
2020	3	Ashley Rd	Pavement Markings
2020	3	Commercial Ave	Pavement Markings
2020	3	Dollarhide Ave	Pavement Markings
2020	3	E Malone	Pavement Markings
2020	3	E Theo Ave	Pavement Markings
2020	3	E Villaret Blvd	Pavement Markings
2020	3	E White Ave	Pavement Markings
2020	3	Eads Ave	Pavement Markings
2020	3	Espada Rd	Pavement Markings
2020	3	Kashmuir Place	Pavement Markings
2020	3	Mission Pkwy	Pavement Markings
2020	3	Mission Rd	Pavement Markings
2020	3	Pecan Valley Dr	Pavement Markings
2020	3	Probandt St	Pavement Markings
2020	3	Rigsby Ave	Pavement Markings
2020	3	Roland Ave	Pavement Markings
2020	3	S Hackberry St	Pavement Markings
2020	3	S New Braunfels Ave	Pavement Markings
2020	3	S Pine St	Pavement Markings
2020	3	Sinclair Rd	Pavement Markings
2020	3	W Mitchell St	Pavement Markings
2020	4	Adams Hill Dr	Pavement Markings
2020	4	Bronco Ln	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	4	Clover Crk	Pavement Markings
2020	4	Fillmore Dr	Pavement Markings
2020	4	First St	Pavement Markings
2020	4	Fischer Rd	Pavement Markings
2020	4	Fleethill	Pavement Markings
2020	4	Flint Valley	Pavement Markings
2020	4	Hunt Ln	Pavement Markings
2020	4	Hunter Blvd	Pavement Markings
2020	4	N Hunt Ln	Pavement Markings
2020	4	S Frank Luke Dr	Pavement Markings
2020	4	Spur Dr	Pavement Markings
2020	5	Brady Blvd	Pavement Markings
2020	5	Buena Vista St	Pavement Markings
2020	5	Ceralvo St	Pavement Markings
2020	5	Commercial Ave	Pavement Markings
2020	5	Eagleland Dr	Pavement Markings
2020	5	El Paso St	Pavement Markings
2020	5	Flanders Ave	Pavement Markings
2020	5	Frio City Rd	Pavement Markings
2020	5	Furnish	Pavement Markings
2020	5	Kirk Place	Pavement Markings
2020	5	Mission Rd	Pavement Markings
2020	5	N Frio	Pavement Markings
2020	5	N Park Blvd	Pavement Markings
2020	5	Nw 34Th St	Pavement Markings
2020	5	Probandt St	Pavement Markings
2020	5	Roosevelt Ave	Pavement Markings
2020	5	S Alamo St	Pavement Markings
2020	5	S Frio	Pavement Markings
2020	5	S Park Blvd	Pavement Markings
2020	5	Saltillo St	Pavement Markings
2020	5	St Mary'S	Pavement Markings
2020	5	Sw 26Th St	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	5	W Cesar Chavez Blvd	Pavement Markings
2020	6	Arcadia Crk	Pavement Markings
2020	6	Cinema Rdg	Pavement Markings
2020	6	Farragut Dr	Pavement Markings
2020	6	Gallery Rdg	Pavement Markings
2020	6	Heath Circle Dr	Pavement Markings
2020	6	Hunt Ln	Pavement Markings
2020	6	Joe Newton	Pavement Markings
2020	6	Lakeside Pkwy	Pavement Markings
2020	6	Meadow Way Dr	Pavement Markings
2020	6	N Hunt Ln	Pavement Markings
2020	6	Raba Dr	Pavement Markings
2020	6	Ridgebrook	Pavement Markings
2020	6	Tezel Rd	Pavement Markings
2020	6	Timbercreek Dr	Pavement Markings
2020	6	Timberwilde Dr	Pavement Markings
2020	7	Apple Green Rd	Pavement Markings
2020	7	Bristlecone	Pavement Markings
2020	7	Dickinson Dr	Pavement Markings
2020	7	Freeman Dr	Pavement Markings
2020	7	Inspiration Dr	Pavement Markings
2020	7	Kampmann Blvd	Pavement Markings
2020	7	Magic Dr	Pavement Markings
2020	7	Maiden Ln	Pavement Markings
2020	7	Mainland	Pavement Markings
2020	7	Medical Dr	Pavement Markings
2020	7	Pembroke	Pavement Markings
2020	7	Prue Rd	Pavement Markings
2020	7	Stonegate Dr	Pavement Markings
2020	7	Summit Pkwy	Pavement Markings
2020	7	Tezel Rd	Pavement Markings
2020	7	Timberhill Dr	Pavement Markings
2020	7	Whitby Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	8	Bluemel	Pavement Markings
2020	8	Camino Villa	Pavement Markings
2020	8	Cedar Park	Pavement Markings
2020	8	Cinnamon Hill	Pavement Markings
2020	8	Cinnamon Trl	Pavement Markings
2020	8	Datapoint	Pavement Markings
2020	8	De Zavala Rd	Pavement Markings
2020	8	Ewing Halsell	Pavement Markings
2020	8	Farinon Dr	Pavement Markings
2020	8	Floyd Curl	Pavement Markings
2020	8	Hamilton Wolfe	Pavement Markings
2020	8	John Smith Dr	Pavement Markings
2020	8	Lockhill-Selma Rd	Pavement Markings
2020	8	Louis Pasteur	Pavement Markings
2020	8	Medical Dr	Pavement Markings
2020	8	Merton Minter	Pavement Markings
2020	8	Oakland Rd	Pavement Markings
2020	8	Old Prue Rd	Pavement Markings
2020	8	Parksite Woods	Pavement Markings
2020	8	Prue Rd	Pavement Markings
2020	8	Silicon Dr	Pavement Markings
2020	8	Spring Time Dr	Pavement Markings
2020	8	Stonehaven Dr	Pavement Markings
2020	8	Tezel Rd	Pavement Markings
2020	8	Usaa Blvd	Pavement Markings
2020	8	Utsa Blvd	Pavement Markings
2020	9	Cadillac Dr	Pavement Markings
2020	9	Caliza Dr	Pavement Markings
2020	9	Churchill Estates Blvd	Pavement Markings
2020	9	Corporate Woods	Pavement Markings
2020	9	Creek Country	Pavement Markings
2020	9	Crescent Oaks	Pavement Markings
2020	9	Diamond Canyon Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	9	Donella Dr	Pavement Markings
2020	9	E Evans Rd	Pavement Markings
2020	9	E Nakoma	Pavement Markings
2020	9	E Rhapsody	Pavement Markings
2020	9	Evans Rd	Pavement Markings
2020	9	Hardy Oak Blvd	Pavement Markings
2020	9	International	Pavement Markings
2020	9	Interpark Blvd	Pavement Markings
2020	9	Lockhill-Selma Rd	Pavement Markings
2020	9	Mecca Dr	Pavement Markings
2020	9	Old Bitters Rd	Pavement Markings
2020	9	Park Ranch	Pavement Markings
2020	9	Patricia Dr	Pavement Markings
2020	9	Promontory Cir	Pavement Markings
2020	9	Rim Oak	Pavement Markings
2020	9	Sandau	Pavement Markings
2020	9	Silver Spruce	Pavement Markings
2020	9	Stonehaven Dr	Pavement Markings
2020	9	Stonehue	Pavement Markings
2020	9	Summer Knoll	Pavement Markings
2020	9	Tammy	Pavement Markings
2020	9	W Bitters Rd	Pavement Markings
2020	9	W Nakoma	Pavement Markings
2020	10	Briley Elm	Pavement Markings
2020	10	Comstock	Pavement Markings
2020	10	Crosswinds Way	Pavement Markings
2020	10	E Evans Rd	Pavement Markings
2020	10	E Nottingham Dr	Pavement Markings
2020	10	El Sendero	Pavement Markings
2020	10	Gallery Ct	Pavement Markings
2020	10	Kenilworth Blvd	Pavement Markings
2020	10	Kings Pt	Pavement Markings
2020	10	Larkdale Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2020	10	Macarthur View	Pavement Markings
2020	10	N New Braunfels Ave	Pavement Markings
2020	10	Nacogdoches Rd	Pavement Markings
2020	10	Naco-Perrin Blvd	Pavement Markings
2020	10	Pecan Gap	Pavement Markings
2020	10	Scarsdale	Pavement Markings
2020	10	Schertz Rd	Pavement Markings
2020	10	Stoney Summit	Pavement Markings
2020	10	Tesoro Dr	Pavement Markings
2020	10	Urban Crest	Pavement Markings
2020	1,10	W Nottingham Dr	Pavement Markings
2020	1,5	Cesar Chavez Memorial Way	Pavement Markings
2020	1,5	Eagleland Dr	Pavement Markings
2020	1,5	S Main Ave	Pavement Markings
2020	1,9	Tammy	Pavement Markings
2020	2,10	Schertz Rd	Pavement Markings
2020	2,3	Rigsby Ave	Pavement Markings
2020	2,3	Roland Ave	Pavement Markings
2020	2,3	S Hackberry St	Pavement Markings
2020	3,5	Mission Rd	Pavement Markings
2020	3,5	W Mitchell St	Pavement Markings
2020	4,6	Hunt Ln	Pavement Markings
2020	6,7	Tezel Rd	Pavement Markings
2020	6,7	Timberhill Dr	Pavement Markings
2020	7,8	Hamilton Wolfe	Pavement Markings
2020	7,8	Prue Rd	Pavement Markings
2020	7,8	Tezel Rd	Pavement Markings
2020	8,9	Lockhill-Selma Rd	Pavement Markings
2021	1	Airport Blvd	Pavement Markings
2021	1	Brooklyn Ave	Pavement Markings
2021	1	Camaron	Pavement Markings
2021	1	Devine Rd	Pavement Markings
2021	1	Dora St	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	1	Dwyer Ave	Pavement Markings
2021	1	E Basse Rd	Pavement Markings
2021	1	E Cypress	Pavement Markings
2021	1	E Elmira St	Pavement Markings
2021	1	Labor St	Pavement Markings
2021	1	N Flores St	Pavement Markings
2021	1	N Hamilton Ave	Pavement Markings
2021	1	N Laredo St	Pavement Markings
2021	1	Newell	Pavement Markings
2021	1	Nogalitos St	Pavement Markings
2021	1	Nw 19Th St	Pavement Markings
2021	1	Oran	Pavement Markings
2021	1	Pereida St	Pavement Markings
2021	1	Perez St	Pavement Markings
2021	1	Rhode	Pavement Markings
2021	1	Ruiz St	Pavement Markings
2021	1	S Flores St	Pavement Markings
2021	1	S San Saba	Pavement Markings
2021	1	Thames Dr	Pavement Markings
2021	1	Treeline Park	Pavement Markings
2021	1	Trudell	Pavement Markings
2021	1	Tuleta	Pavement Markings
2021	1	Vance Jackson	Pavement Markings
2021	1	W Cypress	Pavement Markings
2021	1	Wetmore Rd	Pavement Markings
2021	2	Branching Ct	Pavement Markings
2021	2	Burr Rd	Pavement Markings
2021	2	Chestnut St	Pavement Markings
2021	2	Crestway Rd	Pavement Markings
2021	2	E Sunbelt Dr	Pavement Markings
2021	2	Fairdale Dr	Pavement Markings
2021	2	Gembler Rd	Pavement Markings
2021	2	Harlow Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	2	Hays St	Pavement Markings
2021	2	Hedges St	Pavement Markings
2021	2	Judivan	Pavement Markings
2021	2	Lord Rd	Pavement Markings
2021	2	Manderly Place	Pavement Markings
2021	2	N Foster Rd	Pavement Markings
2021	2	N Rio Grande	Pavement Markings
2021	2	Nevada	Pavement Markings
2021	2	Perrin Beitel	Pavement Markings
2021	2	Porter St	Pavement Markings
2021	2	Rice Rd	Pavement Markings
2021	2	S Foster Rd	Pavement Markings
2021	2	S Rio Grande	Pavement Markings
2021	2	S Sunbelt Dr	Pavement Markings
2021	2	Semlinger Rd	Pavement Markings
2021	2	Sherman St	Pavement Markings
2021	2	Southcross Ranch Rd	Pavement Markings
2021	2	Tuleta	Pavement Markings
2021	2	W Carson	Pavement Markings
2021	2	W Drexel Ave	Pavement Markings
2021	2	Wehman Dr	Pavement Markings
2021	3	Camino Coahuilteca	Pavement Markings
2021	3	Club House Blvd	Pavement Markings
2021	3	E Palfrey Ave	Pavement Markings
2021	3	Emory Oak Dr	Pavement Markings
2021	3	Fairlawn Dr	Pavement Markings
2021	3	Goliad Rd	Pavement Markings
2021	3	Graf Rd	Pavement Markings
2021	3	Napier	Pavement Markings
2021	3	Padre Cir	Pavement Markings
2021	3	Padre Dr	Pavement Markings
2021	3	Pickwell Dr	Pavement Markings
2021	3	Riverside Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	3	S Flores St	Pavement Markings
2021	3	Shane Rd	Pavement Markings
2021	3	Skyridge Ave	Pavement Markings
2021	3	Southton Rd	Pavement Markings
2021	3	Verano Pkwy	Pavement Markings
2021	3	Villamain	Pavement Markings
2021	4	Barlite Blvd	Pavement Markings
2021	4	Briggs Ave	Pavement Markings
2021	4	Clarence Tinker Dr	Pavement Markings
2021	4	Dugas Dr	Pavement Markings
2021	4	Lackell Ave	Pavement Markings
2021	4	N Ellison Dr	Pavement Markings
2021	4	New Valley Hi Dr	Pavement Markings
2021	4	Palo Alto Rd	Pavement Markings
2021	4	Poteet Jourdanton Fwy	Pavement Markings
2021	4	S Acme Rd	Pavement Markings
2021	4	S Ellison Dr	Pavement Markings
2021	4	Sol Trace	Pavement Markings
2021	4	Westpond Dr	Pavement Markings
2021	4	Westshire Dr	Pavement Markings
2021	4	Yarrow Blvd	Pavement Markings
2021	5	Cumberland Blvd	Pavement Markings
2021	5	Dahlgreen Ave	Pavement Markings
2021	5	Morelia	Pavement Markings
2021	5	N Hamilton Ave	Pavement Markings
2021	5	N San Felipe	Pavement Markings
2021	5	Nogalitos St	Pavement Markings
2021	5	Nw 19Th St	Pavement Markings
2021	5	Nw 20Th St	Pavement Markings
2021	5	Nw 21St St	Pavement Markings
2021	5	Powell	Pavement Markings
2021	5	Ruiz St	Pavement Markings
2021	5	S Flores St	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	5	S Hamilton Ave	Pavement Markings
2021	5	S San Marcos	Pavement Markings
2021	5	S Trinity	Pavement Markings
2021	5	Sw 19Th St	Pavement Markings
2021	5	Thompson Place	Pavement Markings
2021	5	W Drexel Ave	Pavement Markings
2021	5	Weir Ave	Pavement Markings
2021	6	Alamo Downs Pkwy	Pavement Markings
2021	6	Clyde Dent Dr	Pavement Markings
2021	6	Heath Rd	Pavement Markings
2021	6	Impala Summit	Pavement Markings
2021	6	Les Harrison Dr	Pavement Markings
2021	6	Mabe Rd	Pavement Markings
2021	6	Micron Dr	Pavement Markings
2021	6	Misty Way	Pavement Markings
2021	6	Misty Woods	Pavement Markings
2021	6	N Ellison Dr	Pavement Markings
2021	6	Oakhill Rd	Pavement Markings
2021	6	Potranco Rd	Pavement Markings
2021	6	Rogers Crossing	Pavement Markings
2021	6	Rogers Rd	Pavement Markings
2021	6	S Acme Rd	Pavement Markings
2021	6	Sony Place	Pavement Markings
2021	6	Town Center Dr	Pavement Markings
2021	6	Westover Way Dr	Pavement Markings
2021	6	Westward Dr	Pavement Markings
2021	6	Westwood Loop	Pavement Markings
2021	6	Weybridge	Pavement Markings
2021	7	Baywater Dr	Pavement Markings
2021	7	Bresnahan	Pavement Markings
2021	7	Bristlecone	Pavement Markings
2021	7	Camino Santa Maria	Pavement Markings
2021	7	Citizens Pkwy	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	7	City View Dr	Pavement Markings
2021	7	Club Dr	Pavement Markings
2021	7	Coral Spgs	Pavement Markings
2021	7	Desilu Dr	Pavement Markings
2021	7	Duke Ave	Pavement Markings
2021	7	E Sunshine	Pavement Markings
2021	7	Hollyhock Rd	Pavement Markings
2021	7	Horn Blvd	Pavement Markings
2021	7	Huebner Rd	Pavement Markings
2021	7	Leslie Rd	Pavement Markings
2021	7	Manor Dr	Pavement Markings
2021	7	Merkens	Pavement Markings
2021	7	Morning Glory	Pavement Markings
2021	7	Newcome Dr	Pavement Markings
2021	7	Oak Knoll Dr	Pavement Markings
2021	7	Oakdell Way	Pavement Markings
2021	7	Reindeer Trl	Pavement Markings
2021	7	Ridge Dr	Pavement Markings
2021	7	Snow Flake Dr	Pavement Markings
2021	7	Snowden Rd	Pavement Markings
2021	7	Timco West	Pavement Markings
2021	7	Torino Dr	Pavement Markings
2021	7	Vega Dr	Pavement Markings
2021	7	Wake Forrest	Pavement Markings
2021	7	Wurzbach Rd	Pavement Markings
2021	7	Wurzbach Rd	Pavement Markings
2021	8	Autumn Park	Pavement Markings
2021	8	Autumn Vista	Pavement Markings
2021	8	Baywater Dr	Pavement Markings
2021	8	Baywater Stage	Pavement Markings
2021	8	Beckwith Blvd	Pavement Markings
2021	8	Cinnamon Crk	Pavement Markings
2021	8	Horn Blvd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	8	Huebner Oaks	Pavement Markings
2021	8	Huebner Rd	Pavement Markings
2021	8	Hunters Green Dr	Pavement Markings
2021	8	Huntsman Rd	Pavement Markings
2021	8	Kyle Seale Pkwy	Pavement Markings
2021	8	Merkens	Pavement Markings
2021	8	Network Blvd	Pavement Markings
2021	8	Orsinger Ln	Pavement Markings
2021	8	Powhatan Dr	Pavement Markings
2021	8	Presidio Pkwy	Pavement Markings
2021	8	Research	Pavement Markings
2021	8	Roadrunner Way	Pavement Markings
2021	8	Rock Mist	Pavement Markings
2021	8	S Hausman Rd	Pavement Markings
2021	8	Seco Crk	Pavement Markings
2021	8	Shenandale	Pavement Markings
2021	8	Tioga	Pavement Markings
2021	8	Tom Slick	Pavement Markings
2021	8	Vance Jackson	Pavement Markings
2021	8	Von Scheele Dr	Pavement Markings
2021	8	Woodstone	Pavement Markings
2021	8	Wurzbach Rd	Pavement Markings
2021	9	Airport Blvd	Pavement Markings
2021	9	Braesview	Pavement Markings
2021	9	Brook Holw	Pavement Markings
2021	9	Carlton Oaks	Pavement Markings
2021	9	Cedar Way	Pavement Markings
2021	9	Cross Canyon	Pavement Markings
2021	9	Deer Crest	Pavement Markings
2021	9	Dreamland	Pavement Markings
2021	9	Embassy Oaks	Pavement Markings
2021	9	Embassy Row	Pavement Markings
2021	9	Gathering Oak	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	9	Gold Canyon Rd	Pavement Markings
2021	9	Heimer Rd	Pavement Markings
2021	9	Henderson Pass	Pavement Markings
2021	9	Huebner Park	Pavement Markings
2021	9	Huebner Rd	Pavement Markings
2021	9	Larkspur	Pavement Markings
2021	9	Perennial	Pavement Markings
2021	9	Powhatan Dr	Pavement Markings
2021	9	Roan Park	Pavement Markings
2021	9	Rogers Ranch	Pavement Markings
2021	9	S Terminal	Pavement Markings
2021	9	Sherman Oak	Pavement Markings
2021	9	Sir Winston	Pavement Markings
2021	9	Tuscany Stone	Pavement Markings
2021	9	Vance Jackson	Pavement Markings
2021	9	Vista Del Norte	Pavement Markings
2021	9	Vista Real	Pavement Markings
2021	9	Vista Vw	Pavement Markings
2021	9	Voigt Dr	Pavement Markings
2021	9	Walker Ranch	Pavement Markings
2021	9	Warfield	Pavement Markings
2021	9	Wetmore Rd	Pavement Markings
2021	10	Barrington	Pavement Markings
2021	10	Burr Rd	Pavement Markings
2021	10	Cedar Rdg	Pavement Markings
2021	10	Ceegee Ln	Pavement Markings
2021	10	Corian Springs Dr	Pavement Markings
2021	10	Dalewood Place	Pavement Markings
2021	10	Dreamwood Dr	Pavement Markings
2021	10	Gold Canyon Rd	Pavement Markings
2021	10	Henderson Pass	Pavement Markings
2021	10	Independence Ave	Pavement Markings
2021	10	Iota Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	10	Krugerrand Dr	Pavement Markings
2021	10	Leonhardt Rd	Pavement Markings
2021	10	Oak Glen	Pavement Markings
2021	10	Perrin Beitel	Pavement Markings
2021	10	Perrin Central	Pavement Markings
2021	10	Preston Hollow Dr	Pavement Markings
2021	10	Redtack Stable	Pavement Markings
2021	10	Rhyse Grove	Pavement Markings
2021	10	Ridge Country	Pavement Markings
2021	10	Rockhill Dr	Pavement Markings
2021	10	Seidel	Pavement Markings
2021	10	Wayland Way	Pavement Markings
2021	10	Wetmore Rd	Pavement Markings
2021	10	Woodstone Pass	Pavement Markings
2021	10	Woodstone Way	Pavement Markings
2021	1,2	Devine Rd	Pavement Markings
2021	1,5	Nogalitos St	Pavement Markings
2021	1,5	Nw 19Th St	Pavement Markings
2021	1,5	S Flores St	Pavement Markings
2021	1,9	Vance Jackson	Pavement Markings
2021	2,10	Burr Rd	Pavement Markings
2021	3,4	Verano Pkwy	Pavement Markings
2021	3,5	S Flores St	Pavement Markings
2021	5,6	S Acme Rd	Pavement Markings
2021	6,7	Coral Spgs	Pavement Markings
2021	6,7	Heath Rd	Pavement Markings
2021	6,7	Wurzbach Rd	Pavement Markings
2021	7,8	Baywater Dr	Pavement Markings
2021	7,8	Newcome Dr	Pavement Markings
2021	7,8	Oakdell Way	Pavement Markings
2021	7,8	Wurzbach Rd	Pavement Markings
2021	8,9	Powhatan Dr	Pavement Markings
2021	8,9	Tioga	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2021	8,9	Vance Jackson	Pavement Markings
2021	8,9	Wurzbach Rd	Pavement Markings
2021	9,10	Henderson Pass	Pavement Markings
2021	9,10	Wetmore Rd	Pavement Markings
2022	1	Basse	Pavement Markings
2022	1	Callaghan Rd	Pavement Markings
2022	1	Cherry Ridge Dr	Pavement Markings
2022	1	Culebra Rd	Pavement Markings
2022	1	Dwyer	Pavement Markings
2022	1	Guadalupe St	Pavement Markings
2022	1	Isom Rd	Pavement Markings
2022	1	Lexington Ave	Pavement Markings
2022	1	Lorene	Pavement Markings
2022	1	Mccullough Ave	Pavement Markings
2022	1	Oblate	Pavement Markings
2022	1	Perez St	Pavement Markings
2022	1	S Laredo St	Pavement Markings
2022	1	Shook Ave	Pavement Markings
2022	1	Stadium Dr	Pavement Markings
2022	1	W Martin St	Pavement Markings
2022	1	W Poplar St	Pavement Markings
2022	1	W Rector	Pavement Markings
2022	2	Amanda	Pavement Markings
2022	2	Austin St	Pavement Markings
2022	2	Belgium	Pavement Markings
2022	2	Binz-Engleman Rd	Pavement Markings
2022	2	Hoefgen Ave	Pavement Markings
2022	2	Holbrook	Pavement Markings
2022	2	Kingston	Pavement Markings
2022	2	N Gevers St	Pavement Markings
2022	2	N New Braunfels Ave	Pavement Markings
2022	2	N Walters St	Pavement Markings
2022	2	Ray Bon Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2022	2	S Gevers St	Pavement Markings
2022	2	S New Braunfels Ave	Pavement Markings
2022	2	S Walters St	Pavement Markings
2022	2	Spriggsdale	Pavement Markings
2022	2	Unnamed Park Rd At N St Marys	Pavement Markings
2022	2	Walzem Rd	Pavement Markings
2022	2	Woodlake Pkwy	Pavement Markings
2022	2	Yucca St	Pavement Markings
2022	3	E Highland Blvd	Pavement Markings
2022	3	E Mitchell St	Pavement Markings
2022	3	Old Corpus Christi Rd	Pavement Markings
2022	3	S Gevers St	Pavement Markings
2022	3	S New Braunfels Ave	Pavement Markings
2022	3	S Walters St	Pavement Markings
2022	3	Unnamed Rd At Steves Ave	Pavement Markings
2022	3	Vfw Blvd	Pavement Markings
2022	3	W Palfrey Ave	Pavement Markings
2022	3	W Villaret Blvd	Pavement Markings
2022	4	Ansley Blvd	Pavement Markings
2022	4	Berman Rd	Pavement Markings
2022	4	Billy Mitchell Blvd	Pavement Markings
2022	4	Horal Dr	Pavement Markings
2022	4	Ingram Rd	Pavement Markings
2022	4	Medina Base Rd	Pavement Markings
2022	4	Springvale Dr	Pavement Markings
2022	4	W Mayfield	Pavement Markings
2022	4	W Military Dr	Pavement Markings
2022	4	W Thompson Place	Pavement Markings
2022	4	W Villaret Blvd	Pavement Markings
2022	5	Bay St	Pavement Markings
2022	5	Castroville Rd	Pavement Markings
2022	5	Culebra Rd	Pavement Markings
2022	5	Esmeralda Dr	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2022	5	Guadalupe St	Pavement Markings
2022	5	Nw 36Th St	Pavement Markings
2022	5	S Laredo St	Pavement Markings
2022	5	Sw 36Th St	Pavement Markings
2022	5	W Malone	Pavement Markings
2022	5	W Martin St	Pavement Markings
2022	5	W Poplar St	Pavement Markings
2022	5	W Theo Ave	Pavement Markings
2022	6	Alexa Place	Pavement Markings
2022	6	Bowen	Pavement Markings
2022	6	Bowens Crossing	Pavement Markings
2022	6	Cable Ranch Rd	Pavement Markings
2022	6	Castroville Rd	Pavement Markings
2022	6	Cliffbrier	Pavement Markings
2022	6	Culebra Rd	Pavement Markings
2022	6	Horal Dr	Pavement Markings
2022	6	Ingram Rd	Pavement Markings
2022	6	Pinn Rd	Pavement Markings
2022	6	Rim Rock Trl	Pavement Markings
2022	6	S Callaghan Rd	Pavement Markings
2022	6	Senisa Spgs	Pavement Markings
2022	6	Silent Sunrise	Pavement Markings
2022	6	Sw 36Th St	Pavement Markings
2022	6	Timber View Dr	Pavement Markings
2022	6	Valley Meadow	Pavement Markings
2022	6	Valley Trails	Pavement Markings
2022	6	W Military Dr	Pavement Markings
2022	6	Waters Edge Dr	Pavement Markings
2022	6	Wild Fire	Pavement Markings
2022	7	Billie Jean King Ln	Pavement Markings
2022	7	Borg Ln	Pavement Markings
2022	7	Callaghan Rd	Pavement Markings
2022	7	Culebra Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2022	7	Donaldson Ave	Pavement Markings
2022	7	E Broadview Dr	Pavement Markings
2022	7	Evers Rd	Pavement Markings
2022	7	Hemphill St	Pavement Markings
2022	7	Hillcrest Dr	Pavement Markings
2022	7	Ingram Rd	Pavement Markings
2022	7	Nw 36Th St	Pavement Markings
2022	7	S Josephine Tobin	Pavement Markings
2022	7	W Quill Dr	Pavement Markings
2022	7	Wickersham	Pavement Markings
2022	7	Woodlake Dr	Pavement Markings
2022	7	Wurzbach Rd	Pavement Markings
2022	8	Babcock Rd	Pavement Markings
2022	8	Boerne Stage Rd	Pavement Markings
2022	8	Colony Dr	Pavement Markings
2022	8	Valero Way	Pavement Markings
2022	8	W Hausman Rd	Pavement Markings
2022	8	Wurzbach Rd	Pavement Markings
2022	9	Bitters Rd	Pavement Markings
2022	9	Budding Blvd	Pavement Markings
2022	9	Colony Dr	Pavement Markings
2022	9	Isom Rd	Pavement Markings
2022	9	Mt Boracho	Pavement Markings
2022	9	Mt Perkins	Pavement Markings
2022	9	Starcrest Dr	Pavement Markings
2022	9	Tpc Pkwy	Pavement Markings
2022	9	Unnamed St At San Antonio Airport	Pavement Markings
2022	9	W Rhapsody	Pavement Markings
2022	9	Wilderness Oak	Pavement Markings
2022	10	Bell Dr	Pavement Markings
2022	10	Bellcrest	Pavement Markings
2022	10	Grand Park Dr	Pavement Markings
2022	10	Higgins Rd	Pavement Markings

FiscalYear	CouncilDistrict	Project Corridor	Application
2022	10	N New Braunfels Ave	Pavement Markings
2022	10	Uhr Ln	Pavement Markings
2022	10	Unnamed Rd At Briarwood Dr	Pavement Markings
2022	10	Unnamed Rd At Camelback Dr	Pavement Markings
2022	1,5	W Poplar St	Pavement Markings
2022	1,7	Cherry Ridge Dr	Pavement Markings
2022	1,7	S Josephine Tobin	Pavement Markings
2022	1,8	Callaghan Rd	Pavement Markings
2022	1,9	Callaghan Rd	Pavement Markings
2022	1,9	Isom Rd	Pavement Markings
2022	2,3	S Walters St	Pavement Markings
2022	3,4	University Way	Pavement Markings
2022	3,5	E Mitchell St	Pavement Markings
2022	4,5	W Mayfield	Pavement Markings
2022	4,6	Ingram Rd	Pavement Markings
2022	5,6	Castroville Rd	Pavement Markings
2022	5,7	Culebra Rd	Pavement Markings
2022	6,7	Callaghan Rd	Pavement Markings
2022	6,7	Culebra Rd	Pavement Markings
2022	6,7	Ingram Rd	Pavement Markings
2022	6,7	Silent Oaks	Pavement Markings
2022	6,7	Wurzbach Rd	Pavement Markings
2022	7,8	Babcock Rd	Pavement Markings
2022	7,8	Callaghan Rd	Pavement Markings
2022	7,8	Wurzbach Rd	Pavement Markings
2022	8,9	Wurzbach Rd	Pavement Markings

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2
2018	1	Vance Jackson	Rodena
2019	1	Martin	Main
2019	1	Martin	N. St. Mary's
2019	1	Martin	Soledad
2019	1	N Zarzamora	Culebra
2019	1	N. Zarzamora	Kentucky
2019	1	N. Zarzamora	Waverly
2019	1	Zarzamora	Culebra
2020	1	Blanco	Burwood
2020	1	Blanco	Jackson-keller
2020	1	Blanco Front Of Nimitz Mid. School	Mid Block
2020	1	Blanco In Front Of 5149	Mid Block
2020	1	Blanco In Front Of 5200	Mid Block
2021	1	Ruiz	N Zarzamora
2021	1	Ruiz St	N Hamilton Ave
2021	1	Ruiz St	Nw 19th St
2021	1	Ruiz St	Nw 19th St
2021	1	Ruiz St	N Hamilton Ave
2021	1	Ruiz St	N Elmendorf
2021	1	Ruiz St	N Zarzamora St
2021	1	Ruiz St	N Elmendorf
2022	1	San Pedro Ave	Basse
2022	1	San Pedro Ave	Ave Del Rey
2022	1	San Pedro Ave	Oblate
2022	1	San Pedro In Front Of Heb	Oblate
2022	1,5	W Commerce St Corridor	
2018	10	O'connor Rd	Misty Run Dr
2018	10	O'connor Rd	Misty Run Dr
2021	10	O Connor Rd	
2018	2	Hays St	Muncey
2018	2	Hays St	Willow St
2018	2	Hays St	Muncey
2018	2	Hays St	N Palmetto St
2018	2	Hays St	Willow St
2018	2	Hays St	N Pine St

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2
2018	2	Rittiman In Front Of 4510	
2018	2	Rittiman In Front Of Sonic Drive-in	
2019	2	E Midcrown Dr	
2020	2	Rittiman	Melton
2020	2	Rittiman In Front Of 4102	
2020	2	Rittiman Opposite 4114	
2020	2,3	Rigsby	Clark
2020	2,3	Rigsby	Clark
2020	3	E Southcross	S Flores
2020	3	E Southcross Blvd	Mission Rd
2020	3	E Southcross Blvd	S Flores St
2021	3	Pleasanton Rd	E Southcross
2022	3	Steve Ave Corridor	
2021	4	Horal	Marbach
2022	4	Springvale	Between Hwy 90 W & Eagle Rock
2019	5	S Brazos Corridor	
2019	5	S Brazos St	Merida
2020	5	Ceralvo	General Mcmullen
2020	5	Ceralvo St	Cupples Rd
2021	5	S Zarzamora St	B St
2021	5	S Zarzamora St	Cavalier Ave
2021	5	S Zarzamora St	W Malone
2021	5	S Zarzamora St	Opposite B St
2018	6	Timberwilde	Wellwood St
2018	7	Wurzbach Rd	In Front Of 7830
2018	7	Wurzbach Rd	Babcock Rd
2020	7	St. Cloud	Woodlawn
2018	8	Vance Jackson	Woodstone Dr
2018	8	Vance Jackson	Opposite Woodstone Dr
2019	8	Wurzbach Rd	Medical Dr
2022	8	Cedar Park Corridor	
2022	8	Huntsman Rd Corridor	

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2
2018	1	Isom Rd	San Pedro Ave
2018	2	Fratt Rd	Rittiman Rd
2018	3	Flores St S	Probandt St
2018	4	Five Palms Dr	Old Pearsall Rd
2018	5	W Commerce St	S Zarzamora
2018	6	Culebra Rd	Westwood Loop
2018	7	Bandera Rd	General Mcmullen N
2018	8	Babcock Rd	Louise Pasteur
2019	1	Rector Dr W	San Pedro Ave
2019	3	Se Military Dr	City-base Landing
2019	4	S Ellison Dr	Potranco Rd
2019	6	Culebra Rd	Grissom Rd
2019	7	Bandera Rd	Eckhert Rd
2019	9	Nw Military Hwy	Lockhill Selma Rd
2019	9	Ramsey Rd E	San Pedro Ave
2019	10	Eisenhauer Rd	Harry Wurzbach
2020	1	W Hildebrand Ave	San Pedro Ave
2020	2	At And T Center Pkwy	E Houston St
2020	3	E Southcross Blvd	Ww White Rd
2020	4	Potranco Rd	Rousseau
2020	5	Castroville Rd	N General Mcmullen
2020	6	Culebra Rd	Westover Hills Blvd
2020	7	Bandera Rd	Callaghan Rd
2020	8	Fredericksburg Rd	Wurzbach Rd
2020	9	Blanco Rd	West Ave
2021	1	Austin Hwy	Harry Wurzbach
2021	2	E Houston St	N New Braunfels Ave
2021	2	Harry Wurzbach	Winans Rd
2021	3	S Flores St	Se Military Dr
2021	5	Frio City Rd	S Zarzamora
2021	6	W Commerce St	S General Mcmullen
2021	9	Bitters Rd	Blanco Rd
2021	9	Blanco Rd	Huebner Rd
2022	1	Basse	Mccullough Ave
2022	2	Houston Dr	Ww White Rd
2022	3	Commercial Ave	Military Hwy

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2
2022	4	Military Hwy	New Laredo Hwy
2022	5	Merida St	S Zarzamora
2022	6	Hunt Ln	Military Hwy
2022	8	Huebner Rd	Research
2022	9	Blanco Rd	Huebner Rd
2022	10	Judson Rd	Nacogdoches Rd
2022	6,7	Guilbeau Rd	Tezel Rd

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2	Project Type
2018	1	E Basse Rd	Jones Maltsberger Rd	CCTV Camera
2018	1	Mccullough Ave	E Basse Rd	CCTV Camera
2018	1	San Pedro Ave	E Basse Rd	CCTV Camera
2019	1	Basse	Mccullough Ave	Traffic Signal Detection
2019	1	W Ashby Place	San Pedro Ave	Traffic Signal Detection
2021	1	Basse	Forestshire	Traffic Signal Detection
2021	1	Mccullough Ave	Oblate	Traffic Signal Detection
2022	1	Jackson Keller Rd	San Pedro Ave	Traffic Signal Detection
2018	1,9	Airport Blvd	Loop 410	CCTV Camera
2020	10	Jones Maltsberger Rd	Thousand Oaks	Traffic Signal Detection
2020	10	Judson Rd	Stahl Rd	Traffic Signal Detection
2020	10	Perrin Beitel	Perrin Central	Traffic Signal Detection
2021	10	Fountainwood Dr	Judson Rd	Traffic Signal Detection
2022	10	Nacogdoches Rd	O'connor Rd	Traffic Signal Detection
2018	2	At And T Center Pkwy	Gembler Rd	CCTV Camera
2018	2	Austin Hwy	Perrin Beitel	CCTV Camera
2019	2	Binz-engleman Rd	Seguin Rd	Traffic Signal Detection
2019	2	Binz-engleman Rd	Candlemeadow	Traffic Signal Detection
2019	2	Hays St	N Walters St	Traffic Signal Detection
2019	2	Nevada	S New Braunfels Ave	Traffic Signal Detection
2021	2	Fm 78	Woodlake Pkwy	Traffic Signal Detection
2021	2	S Foster Rd	Rigsby Ave (us 87)	Traffic Signal Detection
2022	2	Broadway	Pershing Ave	Traffic Signal Detection
2019	3	Brighton St	Pleasanton Rd	Traffic Signal Detection
2019	3	E Highland Blvd	S New Braunfels Ave	Traffic Signal Detection
2021	3	Pvt Road At 3111 Se Military	Se Military Dr	Traffic Signal Detection
2022	3	Se Military Dr	Curtis St	Traffic Signal Detection
2019	4	Lovett Ave	New Laredo Hwy	Traffic Signal Detection
2020	4	Five Palms Dr	Ray Ellison Blvd	Traffic Signal Detection
2020	4	Navajo St	Palo Alto Rd	Traffic Signal Detection
2021	4	Barlite Blvd	Sw Military Dr	Traffic Signal Detection
2022	4	Potranco Rd	Rousseau	Traffic Signal Detection
2018	5	Nogalitos St	W Baylor	CCTV Camera
2019	5	Cupples Rd	Saltillo St	Traffic Signal Detection
2019	5	Furnish	Nogalitos St	Traffic Signal Detection

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2	Project Type
2019	5	Nogalitos St	Powell	Traffic Signal Detection
2019	5	Perrin Beitel	Post Office Dr	Traffic Signal Detection
2020	5	Guadalupe St	S Zarzamora	Traffic Signal Detection
2020	5	Hoover Ave	Nogalitos St	Traffic Signal Detection
2020	5	Stonewall Ave	S Zarzamora	Traffic Signal Detection
2020	5	W Mitchell St	Probandt St	Traffic Signal Detection
2021	5	Division	S Flores St	Traffic Signal Detection
2022	5	W Commerce St	S General Mcmullen	Traffic Signal Detection
2018	6	Old Us Hwy 90 W	S Acme Rd	CCTV Camera
2018	6	Old Us Hwy 90 W	Sw 36th St	CCTV Camera
2018	6	Westover Hills Blvd	Hunt Ln	CCTV Camera
2021	6	Potranco Rd	Richland Hills Dr	Traffic Signal Detection
2022	6	Misty Way St	Grissom Rd	Traffic Signal Detection
2018	6,7	Tezel Rd	Guilbeau Rd	CCTV Camera
2018	7	Babcock Rd	Wilson Blvd	CCTV Camera
2018	7	Bandera Rd	Callaghan Rd	CCTV Camera
2018	7	Bandera Rd	Braun Rd	CCTV Camera
2018	7	Braun Rd	Old Tezel Rd	Traffic Signal Detection
2019	7	36th St - Hillcrest Dr	Willard Dr	Traffic Signal Detection
2019	7	Babcock Rd	Raleigh Place - St Cloud Ave	Traffic Signal Detection
2019	7	Hillcrest Dr	W Quill Dr	Traffic Signal Detection
2020	7	Bluebird Ln	Eckhert Rd	Traffic Signal Detection
2020	7	Donaldson Ave	Wilson Blvd	Traffic Signal Detection
2020	7	Evers Rd	Glen Rdg	Traffic Signal Detection
2020	7	Huebner Rd	Whitby Rd	Traffic Signal Detection
2021	7	Eckhert Rd	John Marshall	Traffic Signal Detection
2022	7	Crystal Run	Wurzbach Rd	Traffic Signal Detection
2021	7,8	Babcock Rd	Hollyhock Rd	Traffic Signal Detection
2021	7,8	Babcock Rd	Lock Hill Rd - Pembroke Rd	Traffic Signal Detection
2018	8	Babcock Rd	Prue Rd	CCTV Camera
2018	8	Babcock Rd	De Zavala Rd	CCTV Camera
2018	8	Babcock Rd	Medical Dr	CCTV Camera
2020	8	Clarke Ave	Fredericksburg Rd	Traffic Signal Detection
2020	8	Fredericksburg Rd	Usaa Gate 2	Traffic Signal Detection
2020	8	Horn Blvd	Prue Rd	Traffic Signal Detection

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersection 2	Project Type
2021	8	Fredericksburg Rd	Gus Eckert Rd	Traffic Signal Detection
2022	8	Autumn Vista	De Zavala Rd	Traffic Signal Detection
2018	8,9	Colony Dr	Vance Jackson	Traffic Signal Detection
2018	9	Sonterra	Stone Oak Pkwy	CCTV Camera
2018	9	Stone Oak Pkwy	Evans Rd	CCTV Camera
2018	9	Bitters Rd	West Ave	Traffic Signal Detection
2020	9	Dreamland	Vance Jackson	Traffic Signal Detection
2022	9	Madison Oak Dr	Stone Oak Pkwy	Traffic Signal Detection

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Street	From	To	Project Type
2018	5	Railway Bike Trail	Probandt St	S Flores St	Bike - Trail - Design and Construction
2019	2	N Alamo St	E Josephine St	Broadway	Bike - Protected Bike Lane
2019	9	East-west Connector Bike Trail	Nw Military Hwy	Blanco Rd	Bike - Environmental and ROW
2019	1,2	N Alamo St	E Houston St	E Josephine St	Bike - Shared Route
2020	7	Benrus	Ingram Rd	Culebra Rd	Bike - Lane
2020	9	East-west Connector Bike Trail	Nw Military Hwy	Blanco Rd	Bike - Design
2020	9	East-west Connector Bike Trail Phase 1	Nw Military Hwy	Blanco Rd	Bike - Multi Use Path
2021	9	East-west Connector Bike Trail Phase 2	Nw Military Hwy	Blanco Rd	Bike - Multi Use Path
2022	2,10	Burr Rd	N New Braunfels Ave	Harry Wurzbach	Bike - Multi Use Path/Shared Route
2022	7,8	Prue Rd	Babcock Rd	Country Dawn	Bike - Multi Use Path

Proposed 2018-2022 Infrastructure Maintenance Program

Year	District	Intersection 1	Intersetion 2	Project Type
2018	0	0	0	Audible Countdown Pedestrian Signals
2018	1	Mccullough Ave	E Mulberry Ave	Audible Countdown Pedestrian Signals
2018	1	N Main Ave	E Maple St	Audible Countdown Pedestrian Signals
2018	5	Ceralvo St	S General Mcmullen	Audible Countdown Pedestrian Signals
2018	5	Pleasanton Rd	Neal Ave	Audible Countdown Pedestrian Signals
2018	5	Sw 19th St	Castroville Rd	Audible Countdown Pedestrian Signals
2018	6	Marbach Rd	W Military Dr	Audible Countdown Pedestrian Signals

Year	District	Intersection 1	Intersection 2	Project Type
2018	2,10	Austin Hwy	Eisenhauer Rd	Reconstruction of Existing Signal
2018	5	N Frio	Ruiz St	Reconstruction of Existing Signal
2018	10	Nacogdoches Rd	Bell Dr	Reconstruction of Existing Signal
2019	4,6	Marbach Rd	Hunt Ln	Reconstruction of Existing Signal
2019	5	S General Mcmullen	W Commerce St	Reconstruction of Existing Signal
2019	5	W Commerce St	Matyear St	Reconstruction of Existing Signal
2020	1	San Pedro Ave	W Rector	Reconstruction of Existing Signal
2020	5	W Commerce St	Sw 29th St	Reconstruction of Existing Signal
2020	5	W Commerce St	S San Felipe	Reconstruction of Existing Signal
2021	1	San Pedro Ave	Isom Rd	Reconstruction of Existing Signal
2021	2	Walzem Rd	Walzem Plaza	Reconstruction of Existing Signal
2021	2	Walzem Rd	Mordred Rd	Reconstruction of Existing Signal
2022	3	S Flores St	E Amber	Reconstruction of Existing Signal
2022	3	S Flores St	W Pyron Ave	Reconstruction of Existing Signal
2022	3	S Flores St	W Sayers Ave	Reconstruction of Existing Signal

Year	District	School Name	Project Type	Location Count
2018	1	Bonham Es	Flasher Maintenance	6
2018	1	Cotton Es	Flasher Maintenance	2
2018	1	Crockett Es	Flasher Maintenance	4
2018	1	Hawthorne Es	Flasher Maintenance	3
2018	1	Margil Es	Flasher Maintenance	2
2018	1	Nelson Es	Flasher Maintenance	3
2018	10	Driscoll Ms	Flasher Maintenance	1
2018	10	Oak Grove Es	Flasher Maintenance	2
2018	10	Wood Ms_a	Flasher Maintenance	6
2018	10	Wood Ms-b	Flasher Maintenance	2
2018	2	Camelot Es	Flasher Maintenance	2
2018	2	East Terrill Hills	Flasher Maintenance	2
2018	2	Krueger Ms	Flasher Maintenance	3
2018	3	Bellaire Es	Flasher Maintenance	5
2018	3	Harlandale Hs	Flasher Maintenance	2
2018	3	Harlandale Ms-a	Flasher Maintenance	4
2018	3	Harlandale Ms-b	Flasher Maintenance	2
2018	3	Knox Es	Flasher Maintenance	5
2018	3	Mission Academy	Flasher Maintenance	2
2018	3	Rayburn Es	Flasher Maintenance	8
2018	3	Scheh Es	Flasher Maintenance	2
2018	3	Vestal Es	Flasher Maintenance	5
2018	3	Wright Es	Flasher Maintenance	5
2018	4	Five Palms Es	Flasher Maintenance	4
2018	4	Lackland City Es	Flasher Maintenance	5
2018	4	Sky Harbor Es	Flasher Maintenance	5
2018	4	Valley Hi Es	Flasher Maintenance	6
2018	5	Burleson Es	Flasher Maintenance	2
2018	5	Christian Academy	Flasher Maintenance	2
2018	5	Cisneros/cenizo Es	Flasher Maintenance	2
2018	5	Collins Gardens Es	Flasher Maintenance	6
2018	5	Dwight Ms	Flasher Maintenance	3
2018	5	Graebner Es	Flasher Maintenance	13

Year	District	School Name	Project Type	Location Count
2018	5	Kelly Es	Flasher Maintenance	5
2018	5	Las Palmas Es	Flasher Maintenance	4
2018	5	Perales Es	Flasher Maintenance	2
2018	5	Rodriguiz Es	Flasher Maintenance	3
2018	5	Sarah King Es	Flasher Maintenance	4
2018	5	Sidney Lanier Hs	Flasher Maintenance	2
2018	5	Stonewall/flanders	Flasher Maintenance	12
2018	5	Tafolla Ms	Flasher Maintenance	4
2018	6	Cable Es	Flasher Maintenance	4
2018	6	Coon Es	Flasher Maintenance	2
2018	6	Wrenn Ms	Flasher Maintenance	2
2018	7	Colby Glass Es	Flasher Maintenance	3
2018	7	Fenwick Es	Flasher Maintenance	5
2018	7	Longfellow Ms	Flasher Maintenance	8
2018	7	Nichols Es	Flasher Maintenance	2
2018	8	Colonies North Es	Flasher Maintenance	6
2018	9	Bradley Ms	Flasher Maintenance	6
2018	9	Churchill Hs	Flasher Maintenance	4
2018	9	Coker Es	Flasher Maintenance	3
2018	9	Harmony Hills Es	Flasher Maintenance	8

Year	District	School Name	Project Type	Location Count
2018	1	Stephen F Austin Academy	Flashing Beacon (New Installation)	1
2018	2	Dorie Miller Elementary	Flashing Beacon (New Installation)	1
2018	2	Herff Elementary	Flashing Beacon (New Installation)	1
2018	2	Mary Lou Hartman Elementary	Flashing Beacon (New Installation)	1
2018	2	Tynan Early Childhood Campus	Flashing Beacon (New Installation)	2
2018	3	Vestal Elementary	Flashing Beacon (New Installation)	2
2018	5	Barkley-ruiz Elementary School	Flashing Beacon (New Installation)	1
2018	5	Roy Cisneros Elementary	Flashing Beacon (New Installation)	1

Year	District	School Name	Project Type	Location Count
2018	1	Bonham, James (k - 8)	School Zone Signs	8
2018	1	Kipp Aspire	School Zone Signs	1
2018	2	Cameron, Bella	School Zone Signs	2
2018	2	Douglass	School Zone Signs	4
2018	2	Education And Training Center	School Zone Signs	1
2018	2	Gates, S.h.	School Zone Signs	4
2018	2	Herff, Ferdinand	School Zone Signs	3
2018	2	Idea Carver	School Zone Signs	2
2018	2	Idea Eastside	School Zone Signs	1
2018	2	Martin Luther King (k - 8)	School Zone Signs	2
2018	2	Miller, Dorie	School Zone Signs	5
2018	2	Page, Thomas N.	School Zone Signs	2
2018	2	Poe, Edgar Allen	School Zone Signs	3
2018	2	Smith	School Zone Signs	7
2018	2	Smith Elementary	School Zone Signs	1
2018	2	St Gerard Catholic School	School Zone Signs	4
2018	3	Good Shepherd Academy - San Antonio	School Zone Signs	1
2018	3	Highland Park (pk - 5)	School Zone Signs	4
2018	3	Highland Park Academy	School Zone Signs	1
2018	3	Highlands	School Zone Signs	3
2018	3	Japhet, Eloise	School Zone Signs	5
2018	3	Knox (ecec)	School Zone Signs	6
2018	3	New Frontiers Charter School	School Zone Signs	4
2018	3	Por Vida Academy Charter Hs	School Zone Signs	1
2018	3	Riverside Park	School Zone Signs	7
2018	4	Allen, Jerry D.	School Zone Signs	3
2018	4	Glenn, John	School Zone Signs	2
2018	4	Lighthouse (charter)	School Zone Signs	1
2018	4	Rayburn, Sam T.	School Zone Signs	5
2018	4	Valley Hi	School Zone Signs	3
2018	4	Westwood Terrace	School Zone Signs	2
2018	5	Brackenridge, G. W.	School Zone Signs	4
2018	5	Brentwood	School Zone Signs	2

Year	District	School Name	Project Type	Location Count
2018	5	Briscoe, Andrew (pk - 5)	School Zone Signs	1
2018	5	Burbank, Luther	School Zone Signs	3
2018	5	Burleson (ecec)	School Zone Signs	2
2018	5	Cardenas (ecec)	School Zone Signs	1
2018	5	Cisneros, Roy	School Zone Signs	4
2018	5	Collins Garden	School Zone Signs	15
2018	5	Garcia, Gus	School Zone Signs	2
2018	5	Gardendale	School Zone Signs	2
2018	5	Graebner, Charles	School Zone Signs	10
2018	5	Green, Robert B.	School Zone Signs	3
2018	5	Harris, Joel C.	School Zone Signs	2
2018	5	Hillcrest	School Zone Signs	5
2018	5	Kennedy, John F	School Zone Signs	2
2018	5	Kipp Camino	School Zone Signs	1
2018	5	Las Palmas	School Zone Signs	5
2018	5	Loma Park	School Zone Signs	5
2018	5	Memorial	School Zone Signs	1
2018	5	Palm Heights Baptist School	School Zone Signs	1
2018	5	Perales, Alonso S.	School Zone Signs	2
2018	5	Roosevelt, Franklin D	School Zone Signs	4
2018	5	St Cecilia School	School Zone Signs	4
2018	5	St James The Apostle	School Zone Signs	4
2018	5	St John Berchmans (private)	School Zone Signs	2
2018	5	Stem Academy (truman)	School Zone Signs	2
2018	5	Winston, Norman	School Zone Signs	2
2018	6	Edgewood Fine Arts Academy	School Zone Signs	1
2018	6	Gonzales, Henry B	School Zone Signs	1
2018	6	Hull, Mary	School Zone Signs	4
2018	6	Idea Monterrey Park	School Zone Signs	1
2018	6	St. John Bosco (private)	School Zone Signs	2
2018	6	Stafford (ecec)	School Zone Signs	1
2018	6	Stafford, C.p.	School Zone Signs	3
2018	6	Wrenn, E.t.	School Zone Signs	1

Year	District	School Name	Project Type	Location Count
2018	7	Johnson, Lyndon B	School Zone Signs	5