

ORDINANCE 2018-05-31-0398

APPROVING AN AGREEMENT WITH TECH BLOC, A 501 (C) (3) NON-PROFIT CORPORATION, TO SUPPORT A CHIEF TALENT & RECRUITMENT OFFICER (CTRO), IN THE AMOUNT OF \$150,000.00 PREVIOUSLY AUTHORIZED BY CITY COUNCIL IN FY 2017.

* * * * *

WHEREAS, there are approximately 1,000 IT-related companies/institutions employing close to 35,000 IT workers in San Antonio; and

WHEREAS, the great majority of small-to-mid-sized technology companies lack access to these types of professional recruitment resources, relying instead on personal/professional networks, job boards, and/or expensive, one-off headhunter type services; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City of San Antonio (“City”) is authorized to establish and provide for the administration of one or more programs, including programs for making grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, regional IT workers or those interested in access to IT-related career fields lack a central location for job listings, placement services, and/or training and scholarship opportunities; and

WHEREAS, in accordance with City Ordinance No. 100684, the City created an Economic Development Program (“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; and

WHEREAS, the City finds that the goals of Chapter 380 will be met by assisting Tech Bloc, an IT industry collaborative, in establishing a central clearing house for recruitment, training guidance and job placement led by the Chief Talent and Recruitment Officer (“CTRO”) and has identified economic development funds for use in carrying out this purpose; **NOW THEREFORE:**

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

SECTION 1. The City Council approves the terms and conditions of an Economic Development Incentive Fund (“EDIF”) Grant Agreement with Tech Bloc.

SECTION 2. The City Manager or her designee is authorized to execute an Economic Development Incentive Fund (EDIF) Grant Agreement with Tech Bloc in accordance with this Ordinance. A copy of the Agreement, in substantially final form, is attached to this Ordinance as **Attachment I**. The final agreement shall be filed with this Ordinance upon execution.

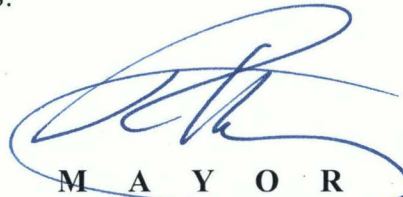
SECTION 3. Funding for this Ordinance in the amount not to exceed \$150,000.00 is available in Fund 11001000, Cost Center 1601010003 General Ledger 5201040 approved as part of the Fiscal Year 2017 Budget. City Council approved the amount to be carried over into FY 2018.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Tech Bloc and should be encumbered with a purchase order.

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

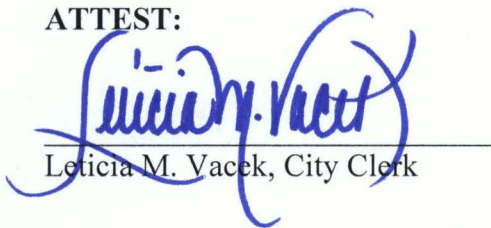
SECTION 6. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 31st day of May, 2018.




M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	20 (in consent vote: 4, 6, 7, 8, 9, 10, 12, 13A, 13B, 14, 15, 16, 18, 19, 20, 21, 22, 23, 27)						
Date:	05/31/2018						
Time:	09:52:18 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving an agreement in an amount not to exceed \$150,000.00 to support a Chief Talent & Recruitment Officer under the direction of, and partnership with, Tech Bloc a 501 (c) (3) Non-Profit Corporation, funded through the FY 2018 Economic Development General Fund Budget. [Roderick Sanchez, Assistant City Manager; Rene Dominguez, Director, Econcomic Development]						
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				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				

SB
5/31/18
Item No. 20

Attachment I

STATE OF TEXAS § **CHAPTER 380 ECONOMIC DEVELOPMENT**
 § **PROGRAM GRANT AGREEMENT OF THE CITY**
COUNTY OF BEXAR § **OF SAN ANTONIO**

This Chapter 380 Economic Development Program 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 May, 2018 and by and through the non-profit corporation TECH BLOC, both of which may be referred to herein collectively as the “Parties”.

RECITALS

WHEREAS, TECH BLOC is engaged in economic development activities; and

WHEREAS, TECH BLOC is the acting fiscal agent of Tech Bloc as defined below and is seeking economic grant support from the CITY to undertake and complete economic development activities as more specifically described in **Article III** ; and

WHEREAS, the CITY has identified funds to be made available to TECH BLOC 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; **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.

“Director” shall mean the individual engaged by TECH BLOC as the Director of TECH BLOC.

“TECH BLOC” is defined in the preamble of this Agreement and includes its successors. Tech Bloc is a grassroots coalition focused on development of the tech ecosystem and tech talent in San Antonio.

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 May 30, 2019 ("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 TECH BLOC agrees to provide the services described below as the beneficiary of this grant described in Article IV of this Agreement.

3.1.1 TECH BLOC, in the use of all funds granted, agrees to the scope of service outlined in Exhibit "A".

3.1.2 In any event administrative costs and other expenses of TECH BLOC associated with this agreement including all ancillary, administrative, and other associated expenses of TECH BLOC associated with this agreement shall be in-kind contributions.

ARTICLE IV. GRANT TO TECH BLOC

4.1 In consideration of the performance of Article III in a satisfactory and efficient manner, City agrees to provide TECH BLOC a grant for work and activities as set forth in this Agreement, an amount up to but not to exceed One Hundred and Fifty Thousand Dollars and Zero cents (\$150,000.00) ("Grant funds"). TECH BLOC shall submit such invoice for Seventy Five Thousand Dollars and Zero cents (\$75,000) following final execution of this Agreement and an invoice for Seventy Five Thousand Dollars and Zero cents (\$75,000) after the City's approval of the CTRO plan to include the items detailed in Exhibit "A". City shall pay each invoice within 30 days of receipt of said invoices.

4.2 TECH BLOC 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 the notice requirements of Section 7.1. Additionally, if any of TECH BLOC's services are unsatisfactory to City, TECH BLOC 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 purposes of this Agreement, "unsatisfactory work" shall mean that any item in **Article III** was not accomplished by the date specified or any item that was not accomplished in accordance with the City of San Antonio's Core Values: Teamwork, Integrity, Innovation, and Professionalism.

4.3 No additional fees or expenses of TECH BLOC shall be charged by TECH BLOC nor be payable by City. The parties hereby agree that all compensable expenses of TECH BLOC have been provided for in the total payment to TECH BLOC as specified in section 4.1 above. Total payments to TECH BLOC 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 nor liable under this Agreement to any party, other than TECH BLOC, for the payment of any monies or the provision of any goods or services.

4.5 City may, in its sole discretion, terminate this Agreement and any Grant funds paid to TECH BLOC pursuant to this Agreement shall be immediately returned to City. If the City elects to rescind and terminate this agreement, the City shall provide at minimum thirty (30) days notice to TECH BLOC.

ARTICLE V. RECORDS RETENTION

5.1 TECH BLOC 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 TECH BLOC 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 TECH BLOC 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, TECH BLOC shall retain the records until the resolution of such litigation or other such questions. TECH BLOC 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 TECH BLOC to provide in hard copy or electronic form, said documents to City prior to or at the conclusion of said retention.

5.3 TECH BLOC shall immediately notify City in the event TECH BLOC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. TECH BLOC understands and agrees that City will process and handle all such requests with an understanding that TECH BLOC reserves the right to challenge any specific Open Records Request under the Texas Public Information Act made to TECH BLOC or the City.

5.4 If any "open records" or equivalent request is made of the City relating to this Agreement or its Scope of Services, City shall promptly advise TECH BLOC, and the parties shall work cooperatively and in good faith to preserve TECH BLOC's trade secrets, proprietary documents, and confidential information. In all events, City shall not provide any information or documents that TECH BLOC considers proprietary to any third party without TECH BLOC's written consent, unless City is legally obligated to do so. In the case City is legally obligated to release information in response to an "open records" or equivalent request, City shall advise TECH BLOC in writing. City shall provide TECH BLOC, in accordance with the Public

Information Act, the opportunity to submit third-party briefs to the Attorney General. If the City considers the information sought to be withheld from public disclosure is within one of the exceptions under Subchapter C of the Texas Public Information Act, City shall seek the attorney general's decision on whether the information sought to be withheld from public disclosure is subject to an exception. If there has not been a previous determination about whether the requested information falls within one of the exceptions, City shall raise any exceptions to required disclosures that City reasonably believes applies to the requested information.

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 TECH BLOC 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. TECH BLOC shall have thirty (30) calendar days after receipt of the written notice, in accordance with Section 7.1, to cure such default. If TECH BLOC fails to cure the default within such thirty-day (30) 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, TECH BLOC 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 TECH BLOC, or provided to TECH BLOC, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by TECH BLOC in accordance with Article V. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City. Payment of compensation due or to become due to TECH BLOC is conditioned upon delivery of all such documents, if requested.

6.7 Upon the effective date of expiration or termination of this Agreement, TECH BLOC shall cease all operations of work being performed by TECH BLOC or any of its subcontractors pursuant to this Agreement. Provided however, such work may be continued to be performed by TECH BLOC under any other agreement to which TECH BLOC 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 TECH BLOC 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 TECH BLOC , to:

TECH BLOC
Attn: Executive Director
Please add address
San Antonio, Texas 78205

ARTICLE VIII. INDEMNITY

8.1 TECH BLOC 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 TECH BLOC 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 TECH BLOC 'S activities under this AGREEMENT, including any acts or omissions, or willful misconduct, of TECH BLOC, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of TECH BLOC, 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 TECH BLOC of any of its obligations.

TECH BLOC 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 TECH BLOC 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 TECH BLOC SHALL ADVISE THE CITY, IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF THE TECH BLOC 'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT

THE TECH BLOC'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.

TECH BLOC shall advise CITY in writing within 24 hours of any claim or demand against CITY or TECH BLOC known to TECH BLOC related to or arising out of TECH BLOC's activities under this Agreement.

ARTICLE IX. ASSIGNMENT AND SUBCONTRACTING

9.1 TECH BLOC shall work with the TECH BLOC Board of Directors to employ the Chief Talent and Recruitment Officer 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, TECH BLOC 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 TECH BLOC. City shall in no event be obligated to any third party, including any subcontractor of TECH BLOC, 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, TECH BLOC 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, TECH BLOC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor TECH BLOC, 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 TECH BLOC 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 TECH BLOC 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 TECH BLOC shall in no event release TECH BLOC from any obligation under the terms of this Agreement, nor shall it relieve or release TECH BLOC from the payment of any damages to City, which City sustains as a result of such violation.

ARTICLE X. INDEPENDENT CONTRACTOR

10.1 TECH BLOC covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that TECH BLOC 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 TECH BLOC; that the doctrine of respondent superior shall not apply as between City and TECH BLOC, its officers, agents, employees, contractors, subcontractors and TECH BLOC, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and TECH BLOC. 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 TECH BLOC under this Agreement and that the TECH BLOC has no authority to bind the City.

ARTICLE XI. NO REPRESENTATIONS

11.1 Neither TECH BLOC 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 TECH BLOC, 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 TECH BLOC 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, TECH BLOC 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. TECH BLOC 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 TECH BLOC warrants and certifies that TECH BLOC 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 TECH BLOC 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 TECH BLOC and the City represent, warrant, assure and guarantee that he/she has full legal authority to execute this Agreement on behalf of TECH BLOC and the City and to bind TECH BLOC 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 TECH BLOC 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 TECH BLOC under this Agreement shall involve, and no portion of the Incentives received by TECH BLOC 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 TECH BLOC shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by TECH BLOC 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 TECH BLOC 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 TECH BLOC 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 TECH BLOC, TECH BLOC is solely responsible for compensation payable to any employee, contractor, or subcontractor of TECH BLOC, and none of TECH BLOC'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.

XXV. INCORPORATION OF EXHIBITS

25.1 Exhibit "A" is an essential part of the Agreement, which governs the rights and duties of the parties, with this document taking priority over all Exhibits.

ARTICLE XXVI. ENTIRE AGREEMENT

26.1 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.

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.

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

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

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

Tech Bloc



David Heard

City Manager or designee

CEO

ATTEST/SEAL:

Leticia M. Vacek
City Clerk

Approved as to Form:

Andrew Segovia, City Attorney

EXHIBIT A: SCOPE OF SERVICES

TECH BLOC agrees to the following deliverables:

- Hire and manage the Chief Technology Recruitment Officer (CTRO).
- Tech Bloc board or CTRO will provide a representative to serve on the SA Works Advisory Council.
- Ensure that the CTRO provides services for the purpose of advancing the recruitment of top highly skilled technical talent in a matter that is aligned with the Core Values of the City of San Antonio: Teamwork, Integrity, Innovation, and Professionalism. For purposes of this Agreement, a more expansive definition of each of the Core Values can be found on the City of San Antonio website.
- Ensure that the CTRO performs his/her functions in a manner that is satisfactory to the City.
- **CTRO Plan:** Develop a Tech Bloc board approved plan of implementation for the CTRO, which shall be due six (6) months after execution of this contract. The Plan for the CTRO shall:
 - Include a list of board approved metrics and performance for which will include, at a minimum:
 - Serving 50 local IT businesses and placing at least 100 IT professionals.
 - Additional goals and metrics may include:
 - Securing corporate sponsorships and paid memberships for services provided by or in support of the CTRO;
 - Number of registered IT workers across San Antonio seeking services from the CTRO;
 - Number of registered and enrolled San Antonio IT employers seeking services from the CTRO,
 - Number of IT-related job listings, Number of job placements, and relevant ratios;
 - Number of individuals placed into IT training programs and number of scholarships awarded to those individuals;
 - Economic impact reports on employees hired through using services provided by the CTRO and corporate growth, relocation and expansion assisted/fostered by the CTRO
- **Data System:** Web portal / data management system publicly launched in coordination with the City of San Antonio on or before May 31, 2019 to include base requirements including:
 - Cloud and local storage based repository of individual employment candidate profiles and information

- Administrator driven security and access provisioning for both employers and employees
- Data search and sort functions
- Summary and detailed report writing
- Third-party APIs and data import tools to support data flows between the CTRO data management system and other third party data systems and repositories
- Friendly, usable, web-based UX
- Tech Bloc will share talent need data and information with the City upon City's request for the purpose of fulfilling the goals of validating talent needs and publicly reporting such needs.
- Tech Bloc, via its CTRO will report to the City on progress towards completion of all elements in this exhibit and board adopted 6-month key performance indicators (KPI's) no later than November 1, 2018 and May 31, 2019.

