

AN ORDINANCE 2019-10-17-0848

APPROVING THE FOLLOWING ITEMS RELATED TO THE CITY OF SAN ANTONIO HEAD START PROGRAM: A) SUBMISSION AND ACCEPTANCE UPON AWARD OF A HEAD START GRANT APPLICATION TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR AN AMOUNT UP TO \$23,764,616.00 FOR THE PERIOD FEBRUARY 1, 2020 TO JANUARY 31, 2021; B) AN IN KIND MATCH OF \$5,941,154.00; C) A PERSONNEL COMPLEMENT; (D) DESIGNATION OF ADVISORY COMMITTEES; AND (E) AN INTERLOCAL AGREEMENT WITH TEXAS A&M SAN ANTONIO IN AN AMOUNT NOT TO EXCEED \$120,000.00 OVER A 4 YEAR PERIOD.

* * * * *

WHEREAS, the Head Start program is a federally-funded early childhood education program administered by the U.S. Department of Health and Human Services (HHS) and provides education and family support services to children between the ages of three and five; and

WHEREAS, the City, through the Department of Human Services, has served as a Head Start grantee for over 35 years and currently serves 3,020 children and their families in 21 Head Start centers located in the San Antonio and Edgewood Independent School Districts at or below 130% of the poverty line; and

WHEREAS, the City, pursuant to Ordinance No. 2018-03-29-0203, authorized agreements with Head Start Service Providers, the San Antonio and Edgewood Independent School Districts, through June 30, 2023 for continuation of Head Start services in a new project period; and

WHEREAS, on August 20, 2019, the City received notice of funding up to \$23,764,616.00 for the second year (budget period) of the 5-year period (project period), and on September 26, 2019, the Head Start Policy Council approved a grant application; **NOW THEREFORE:**

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

SECTION 1. Submission of a grant application to the U.S. Department of Health and Human Services (HHS) and acceptance upon award of up to \$23,764,616.00 for the period February 1, 2020 to January 31, 2021 is approved. A copy of the application is on file with Department of Human Services (DHS).

SECTION 2. The City Manager or designee, or the Director of the Department of Human Services (DHS) or designee, is authorized to negotiate and execute any and all necessary documents to effectuate the application and acceptance of this grant and grant contract, and to execute grant contract amendments pertaining to the grant when approved by HHS, to include: a) carry-over funds; b) line item budget revisions; c) modifications to the performance measures so long as the terms stay within the general parameters of the intent of the grant; d) no cost

extensions; e) supplemental grant funds in an amount up to 20% of the total amount initially awarded; f) reimbursement increases or decreases due to a change in the number of participant served; g) one-time equipment purchases or defined program services; and h) changes in regulations.

SECTION 3. The City Manager or designee, or the Director of the DHS or designee, is authorized to designate advisory committees to oversee key responsibilities related to program governance and the improvement of the City's Head Start programs as under 45 C.F.R.1301.2(c).

SECTION 4. A proposed budget of \$29,705,770.00, including an in-kind matching budget of \$5,941,154.00, attached and incorporated here for all purposes as **Attachment I**, and is approved. Upon acceptance of this award, new funds and internal order numbers will be created, upon which the award amount of up to \$23,746,616.00 from the HHS will be appropriated in the fund. A formal final budget which will include a department specific fund, an Internal Order number, and General Ledger numbers will be submitted by the department upon award.

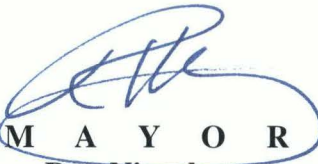
SECTION 5. An Interlocal Agreement with Texas A&M San Antonio at San Antonio, attached and incorporated here for all purposes as **Attachment II**, in an amount not to exceed \$120,000.00 over a four-year period for professional development is approved.


SECTION 6. The proposed personnel complement of ninety-one (91) positions, attached and incorporated here for all purposes as **Attachment III**, is approved.

SECTION 7. 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.

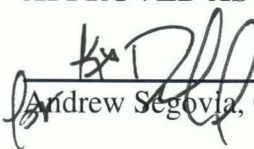
SECTION 8. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 17th day of October, 2019.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	12 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22A, 22B, 23A, 23B, 23C)						
Date:	10/17/2019						
Time:	10:17:53 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving the following items related to the City of San Antonio Head Start Program: a) submission and acceptance upon award of a Head Start grant application to the U.S. Department of Health and Human Services for an amount up to \$23,764,616.00 for the period of February 1, 2020 to January 31, 2021; b) an in kind match of \$5,941,154.00; c) a personnel complement of 91 positions; (d) designation of advisory committees; and (e) an interlocal agreement with Texas A&M San Antonio in an amount not to exceed \$120,000.00 over a four year period. [Colleen M. Bridger, MPH, PhD, Assistant City Manager; Melody Woosley, Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
Jada Andrews-Sullivan	District 2		x			x	
Rebecca Viagran	District 3		x				
Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	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				

KD
10/17/19
Item No. 12

Attachment I

CITY OF SAN ANTONIO HEAD START PRE-K PROGRAM
Budget Comparison Program Years

	Ord 2018-10-18-0829		Proposed	
	19-20 Head Start PK		20-21 Head Start PK	
	Program		Program	
		(+/-)		
REVENUES:				
4501000 Grants Federal - Operating	\$ 23,332,871	\$ 431,745	\$ 23,764,616	
Subtotal Grant	\$ 23,332,871	\$ 431,745	\$ 23,764,616	
6500000 In Kind Revenue	\$ 5,839,030	\$ 102,124	\$ 5,941,154	
Subtotal (In Kind)	\$ 5,839,030	\$ 102,124	\$ 5,941,154	
TOTAL REVENUES	\$ 29,171,901	\$ 533,869	\$ 29,705,770	
APPROPRIATIONS:				
1380000xxxx Head Start COSA				
5101010 Regular Salaries	\$ 4,050,592	\$ 126,067	\$ 4,176,659	
5101050 Language Skill Pay	\$ 36,000	\$ (14,400)	\$ 21,600	
5103005 FICA & Medicare Expense	\$ 309,864	\$ 9,650	\$ 319,514	
5103010 Life Insurance	\$ 4,051	\$ 191	\$ 4,242	
5103035 Personal Leave Buy Back	\$ 56,000	\$ (6,000)	\$ 50,000	
5103056 Transportation Allowance	\$ 2,340	\$ 1,053	\$ 3,393	
5103105 Cell Phone Reimbursement	\$ 1,200	\$ 1,200	\$ 2,400	
5105010 Retirement Exp	\$ 478,146	\$ 8,852	\$ 486,998	
5170040 CivIn Actv Healthcr	\$ 677,300	\$ (7,936)	\$ 669,364	
5202010 Temporary Services	\$ -	\$ -	\$ -	
5201040 Fees to Prof. Contractors	\$ 45,000	\$ 28,250	\$ 73,250	
5202020 Contractual Services - COSA	\$ 128,871	\$ (81,948)	\$ 46,923	
5203040 Adv and Publications	\$ 15,000	\$ (7,000)	\$ 8,000	
5203060 Binding & Printing	\$ 42,104	\$ (13,104)	\$ 29,000	
5203070 Subs to Publications	\$ 3,000	\$ (1,000)	\$ 2,000	
5203080 Subs to Comp Serv	\$ 33,000	\$ 23,250	\$ 56,250	
5203090 Transportation Fees	\$ 15,000	\$ 3,000	\$ 18,000	
5204010 Linen&Laundry	\$ -	\$ 400	\$ 400	
5204020 Maint & Rep-Comrc	\$ 1,200	\$ (200)	\$ 1,000	
5204050 Maintenance -Buildings	\$ 55,000	\$ 40,607	\$ 95,607	
5204090 Maint & Rep - Automotive	\$ 3,400	\$ (1,400)	\$ 2,000	
5205010 Mail and Parcel Post	\$ 200	\$ -	\$ 200	
5205020 Rental of Office Equipment	\$ 15,000	\$ (3,000)	\$ 12,000	
5207010 Official Travel (out of town)	\$ 20,000	\$ (20,000)	\$ -	
5208530 Alarm and Security Services	\$ 2,000	\$ -	\$ 2,000	
5301020 M&R Parts Automotive	\$ 2,200	\$ (200)	\$ 2,000	
5302010 Office Supplies	\$ 45,000	\$ (7,449)	\$ 37,551	
5304010 Food	\$ 22,500	\$ 2,500	\$ 25,000	
5304075 Computer Software	\$ -	\$ -	\$ -	
5304080 Other Commodities	\$ 2,000	\$ (2,000)	\$ -	
5403040 Cellular Phone Service	\$ 29,000	\$ (4,000)	\$ 25,000	
5403060 Domain Names	\$ 200	\$ -	\$ 200	
5403510 Wireless Data Communications	\$ 6,500	\$ 53	\$ 6,553	
5403545 Motor Fuel and Lubricants	\$ 750	\$ 250	\$ 1,000	
5404520 Software Licenses	\$ 2,000	\$ -	\$ 2,000	
5404530 Gas and Electricity	\$ -	\$ 31,900	\$ 31,900	
5404540 Water and Sewer	\$ -	\$ 3,250	\$ 3,250	
5407032 DW Other	\$ 4,000	\$ 1,500	\$ 5,500	
5501000 Cap <5000 - Computer Equipment	\$ 2,500	\$ 97,500	\$ 100,000	
5501055 Cap <5000 - Mach & Equip Other	\$ 2,000	\$ 6,500	\$ 8,500	
5501065 Cap <5000 - Furniture & Fix	\$ 2,000	\$ 6,000	\$ 8,000	
5701060 M&E Auto	\$ -	\$ 24,000	\$ 24,000	
Total 1380000xxxx	\$ 6,114,918	\$ 246,336	\$ 6,361,254	

CITY OF SAN ANTONIO HEAD START PRE-K PROGRAM
Budget Comparison Program Years

	Ord 2018-10-18-0829		(+/-)	Proposed	
	19-20 Head Start PK			20-21 Head Start PK	
	Program			Program	
13800000xxxx Head Start COSA - T&TA					
5201025 Education - Classes	\$	110,703	\$ (32,000)	\$	78,703
5201040 Fees to Prof. Contractors	\$	32,200	\$ (7,250)	\$	24,950
5202020 Contractual Services	\$	46,548	\$ 16,500	\$	63,048
5207010 Official Travel (out of town)	\$	-	\$ 25,000	\$	25,000
5302010 Office Supplies	\$	-	\$ 21,000	\$	21,000
Total 13800000xxxx	\$	189,451	\$ 23,250	\$	212,701
13800000xxxx Edgewood ISD-Education					
5202020 Contractual Services	\$	4,297,855	\$ 34,439	\$	4,332,294
Total 13800000xxxx	\$	4,297,855	\$ 34,439	\$	4,332,294
13800000xxxx San Antonio ISD-Education					
5202020 Contractual Services T&TA	\$	64,621	\$ -	\$	64,621
5202020 Contractual Services	\$	12,406,806	\$ 35,720	\$	12,442,526
Total 13800000xxxx	\$	12,471,427	\$ 35,720	\$	12,507,147
13800000xxxx Head Start Support Services					
5202020 Contractual Services-UIW	\$	77,480	\$ -	\$	77,480
5202020 Contractual Services-Metro Health	\$	181,740	\$ 92,000	\$	273,740
Total 13800000xxxx	\$	259,220	\$ 92,000	\$	351,220
13800000xxxx Head Start In Kind					
6602025 In Kind Other Contractual	\$	5,839,030	\$ 102,124	\$	5,941,154
Total 13800000xxxx	\$	5,839,030	\$ 102,124	\$	5,941,154
 TOTAL APPROPRIATIONS	\$	29,171,901	\$ 533,869	\$	29,705,770

KD
10/17/19
Item No. 12

Attachment II

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND
TEXAS A&M UNIVERSITY – SAN ANTONIO**

This Contract ("Contract") is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services ("DHS") and Texas A&M University – San Antonio, a state agency of the State of Texas, acting by and through its duly authorized representative ("University"), (together, the "Parties").

WITNESSETH:

WHEREAS, both parties desire to enter into this Contract in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, City and University have come to an agreement regarding mutually advantageous terms for University to provide educational services ("Summer Institute") to City's Head Start Program funded by the U.S. Department of Health and Human Services; and **NOW, THEREFORE**,

I. TERM

- 1.1 This Contract will commence on February 1, 2020 and terminate on January 31, 2024, unless termination shall occur earlier pursuant to any provision hereof.

II. SCOPE OF SERVICES

- 2.1 Upon the approval of the Director of DHS ("Director") and the satisfactory performance of University, as determined solely by Director, University agrees to provide the following services and abide by the following provisions each year, February 1 – January 31 ("academic term") related to the Summer Institute:
- a. Provide up to 9 summer hours of masters-level early childhood education coursework per student for up to 10 students ("participants"), both degree and non degree seeking;
 - b. Bill City's Head Start Program as a third party payer for Summer Institute participant coursework and fees associated with orientation and will accept standard tuition and fee reimbursement from City in amounts not to exceed the standard in-state tuition;
 - c. Not bill City for more than 9 hours of coursework per participant during each academic term, nor more than 18 hours per participant during the term of this Contract;
 - d. Make its facility available for registration and orientation session meetings on designated dates agreeable to City;
 - e. Obtain City approval of each student participating in the Summer Institute program; and

- f. Understand that City will not pay for participants (i) books, parking or application fees, (ii) not enrolled and approved by City, or (iii) coursework in excess of more than 18 hours of coursework per participant over the course of this Contract.

III. COMPENSATION TO UNIVERSITY

- 3.1 In consideration of University's satisfactory performance of all services and activities set forth in this Contract, as determined solely by the Director of DHS ("Director"), City agrees to pay University an amount not to exceed \$30,000.00 as total compensation per academic term for the services outlined in Article II, Scope of Services, to be paid to University for the cost of standard tuition and fees of up to 10 participants.
- 3.2 Within 30 days following registration, University will submit the summer semester invoice to City (Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976), in a form acceptable to City, which City will pay as a 3rd party on behalf of Summer Institute participants in accordance with the Texas Prompt Payment Act (Tex. Gov't Code Sec. 2251.021(a)).
- 3.3 The Parties agree that all compensable expenses of University have been provided for in the total payment to University as specified in section 3.1 above. No additional fees or expenses of University will be charged by University nor be payable by City, without prior approval and written agreement of the Parties.
- 3.4 Final payment due under the Contract will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the Contract have been received by City. City shall not be liable for any payment under this Contract for services which have not been authorized by City.
- 3.5 City is not obligated or liable to any party, other than University, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 It is expressly understood and agreed by City and University that the Parties' obligations under this Contract are contingent upon the actual receipt of adequate Grant Fund revenue. Should the parties not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, the parties must collaborate within a reasonable time after such fact has been determined and may, at City's option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. INDEPENDENT CONTRACTOR

- 4.1 University understands and agrees that University is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of City, and that University is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that 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. University understands and agrees 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 the University under this Contract and that the University has no authority to bind City.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by University under this Contract shall be disclosed or made available to any individual (not including the student him or herself) or organization by University without the express prior written approval of City. If University receives such a request, University will inform the City immediately.
- 5.2 University shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that University 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.
- 5.3 Each party acknowledges that the other must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in response to any request for public information related to this Contract. This obligation supersedes any conflicting provisions of this Contract.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 In accordance with Texas law, University acknowledges and agrees that all 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 University pursuant to the Contract shall be the subject of any copyright or proprietary claim by University.
- 6.2 University 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.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 University 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 University 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, University shall retain the records until the resolution of such

litigation or other such questions. University acknowledges and agrees that City shall have access to any and all such documents reasonable times, as deemed necessary by City, during said retention period. City may, at its election, require University to return the documents to City at City's expense prior to or at the conclusion of the retention period. In such event, University may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 University warrants and certifies that University 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 University meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 This Contract is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA # 93.600). University 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 University to suspension of payments, termination of Contract, and debarment and suspension actions
- 9.2 University certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this Contract, University understands and agrees to comply with Texas A&M University System Policy 8.01, *Civil Rights Protection and Compliance*, and shall comply with all applicable legal requirements prohibiting discrimination. Also, University certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in City's 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 the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Contract or sale: 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.

- 10.2 University warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents performing on this Contract are neither a City officer nor an employee as defined by Section 2-52 (e) of City's Ethics Code. University further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

XI. INSURANCE

- 11.1 University 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.

XII. LIABILITY

- 12.1 **The Parties acknowledge they are a political subdivision and an agency 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 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. The Parties shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.**

XIII. NON-DISCRIMINATION

- 13.1 As a condition of entering into this Contract, University represents and warrants that it will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, 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 University retaliate against any person for reporting instances of such discrimination. University 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" shall mean termination by expiration of the Contract term or earlier termination pursuant to any of its provisions.
- 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.
- 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 City, 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, City shall, thirty (30) days prior to the period for which funds are not appropriated, send University written notice stating that City failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this Contract University shall cease all operations of work being performed by University 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 University 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 University 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.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the City), University 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. .
- 14.8 Upon termination of this Contract, the City may immediately commence an audit of University's books, accounts, and records. Within thirty (30) days after being notified by the City of the results of said audit, University shall pay the City any undisputed amount shown by said audit to be owed the City.
- 14.9 Termination not sole remedy. In no event shall either Party's action of terminating this Contract, whether for cause or otherwise, be deemed an election of that Party's remedies, nor shall such termination limit, in any way, at law or at equity, that Party's right to seek damages from or otherwise pursue the other Party 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 University and dated subsequent to the date hereof.
- 15.2 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 Contract and such

changes shall be automatically incorporated into this Contract without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 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

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

UNIVERSITY

Texas A&M University – San Antonio
Attn: Dr. Sheperis, College Dean
Dr. Jozwiak, Department Chair
One University Way
San Antonio, Texas 78224

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.

XVII. LEGAL AUTHORITY

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

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 University shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this Contract. University shall obtain prior written approval from City before assigning or subcontracting any responsibilities under this Contract. The violation of this provision by University shall not release University from any obligation under the terms of this Contract, nor shall it relieve or release University 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 University. City shall in no event be obligated to any third party, including any subcontractor of University, 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, University 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.

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ENTIRE AGREEMENT

23.1 Each Article in this agreement 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.

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

CITY

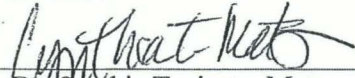
City of San Antonio, Texas

Melody Woosley, Director
Department of Human Services

Date

UNIVERSITY

Texas A&M University – San Antonio



Dr. Cynthia Teniente -Matson
President



Date

APPROVED AS TO FORM:



Assistant City Attorney

KD
10/17/19
Item No. 12

Attachment III

**CITY OF SAN ANTONIO HEAD START PRE-K PROGRAM
 FEBRUARY 1, 2020 TO JANUARY 31, 2021
 PERSONNEL COMPLEMENT**

POSITIONS	JOB CLASS	CURRENT ORD 2019-04-18-0324	ADD/DELETE	PROPOSED 2020-2021
ADMINISTRATIVE ASSISTANT I	0040	2		2
ADMINISTRATIVE ASSISTANT II	0041	1		1
ADMINISTRATIVE ASSOCIATE	2063	0	1	1
MANAGEMENT ANALYST	0046	12		12
SPECIAL PROJECTS MANAGER	0866	3		3
SENIOR MANAGEMENT ANALYST	0999	6		6
HEAD START PROGRAM ADMINISTRATOR	2187	1		1
FISCAL MANAGER	2216	1		1
FISCAL ANALYST	2218	2		2
ACCOUNTANT	2220	1		1
FAMILY SUPPORT COORDINATOR	2290	1		1
FAMILY SUPPORT SUPERVISOR	2289	5		5
FAMILY SUPPORT WORKER	2283	43		43
CASE AIDE	0985	5		5
DESIGN COMMUNICATIONS COORDINATOR	2142	1		1
SENIOR MANAGEMENT COORDINATOR	0997	1		1
SENIOR FAMILY SUPPORT WORKER	2461	5		5
TOTAL POSITIONS FOR HEAD START PK PROGRAM		90	1	91

* 1 Fiscal Analyst position is funded 50% by Head Start and 50% by EHS-CCP grant.