

- I.4 Either party may terminate this Agreement, with or without cause, in writing, upon the end of each semester, so long as each party has met its respective responsibilities in Articles II and III for the current semester.

II. Scope of Services

- 2.1 Institution agrees to provide education services in line with the goals and objectives of the City's TOP Program as identified in this Agreement in exchange for the compensation described in Article III. Compensation.
- 2.2 Institution agrees that the education services provided are in accordance with the Parties' pre-approved **Targeted Demand Occupations List**, attached hereto and incorporated herein for all purposes as **Attachment A**, to be updated each semester this Agreement is in effect.
- 2.3 Institution agrees that purchases for classes, courses, or other educational services will be made on an "as needed" basis without minimum purchase requirements.
- 2.4 Institution reserves the right to deny admittance or enrollment to City Clients if Clients are not accepted into Institution's program based on Institution's admission/acceptance policies and criteria.

III. Compensation and Payment

- 3.1 In consideration of Institution's educational services to City Clients, and in accordance with the TOP Program goals and objectives, City agrees to pay Institution the tuition and fees of City Clients for courses that City has pre-approved.
- 3.2 City shall not be responsible for the payment of tuition or fees that do not have the advance written approval of City to pay for a Client's tuition and fees for a designated semester. Advance approval by email from City's TOP Program Manager is acceptable.
- 3.3 City Clients shall not be charged in excess of the tuition and fees charged to other students of the Institution for the same program courses, per Institution's advertised tuition and fees schedule at the time during the semester of Client's registration.
- 3.4 For City Client students that drop or do not complete classes, Institution shall provide reimbursement to City, and not to the student Client, of tuition and fees paid by City. If Institution is a State-funded institution, reimbursement shall be in accordance with the State's Schedule of Reimbursement of Fees governed by the State for State-funded Institutions.

[The following Section 3.5 to be modified depending on Institution's payment processing requirements]

- 3.5 Processing of Payment for Tuition or Fees of City Clients:

- (1) When submitting the account information of City Clients to City, Institution shall not include any protected health information, as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

- (2) City shall provide Institution the following information when agreeing to pay for a City Client's tuition or fees through this Agreement:
- (i) Student's Name
 - (ii) Student's Institution ID
 - (iii) Tuition or Fee Amount to be paid by the City, broken down by class
- (3) Institution agrees to place a hold on a City Client's class(es) once the City approves, in writing, the Client's registered classes and payment of associated tuition and fees. The hold will ensure the City Client does not lose the classes for which Client has registered, and City agrees to pay the approved tuition and fees by their written consent.
- (4) City agrees to use its best efforts to process payments to Institution within thirty (30) days of invoice receipt by City. If Institution has not received payment from City within thirty (30) days after an invoice has been received by City, Institution agrees to submit a second invoice for any and all approved yet outstanding charges to City which City shall pay immediately. All invoices shall include City Client's Name, Institution ID, Semester of enrollment, and charges per student per class.

IV. Communication

Except where this Agreement expressly provides otherwise, any notice or communication required or permitted under this Agreement shall be in writing and deemed to have been given to the appropriate contact below if and when (1) delivered personally, (2) delivered via electronic mail to the City's TOP Program Manager or Institution's Program Manager, as appropriate, or (3) three days after depositing same in the U.S. mail, first-class, with proper postage prepaid:

CITY:

The City of San Antonio
Department of Human Services
Attn: TOP Program Manager
106 S. St. Mary's St. – 7th Floor
San Antonio, TX 78205

INSTITUTION:

[Contact Name, Title, Address, Email]

V. Records & Retention

5.1 The Public Information Act, Texas Government Code Section 552.02 1, requires the City to make public information available to the public. Under Texas 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 Institution receives inquiries regarding public information within its

possession pursuant to this Agreement, Institution shall (a) within twenty-four (24) hours of receiving the request(s) forward such request(s) to City for notification purposes and to afford the City the opportunity to assert any applicable arguments or protections necessary to protect the 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, Consultant shall submit to City a list of specific statutory authority mandating confidentiality no later than three (3) business days following Consultant's receipt of such request.

- 5.2 In accordance with Texas law, the Parties acknowledge and agree 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, Institution agrees that no such local government records produced by or on the behalf of the Parties pursuant to this Agreement shall be the subject of any copyright or proprietary claim by the Parties.
- 5.3 Institution 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, Institution shall retain the records until the resolution of such litigation or other such questions. Institution acknowledges and agrees that City or its authorized representative(s) shall have access to any and all documents at any and all times, as deemed necessary by City during this Agreement period and said retention period for purposes of audit, inspection, examination, and making copies.

[The following Articles, VI. Insurance and VII. Indemnity, may only be modified on the recommendation of City's Risk Manager]

VI. Insurance

- 6.1 Each Party shall be responsible for insuring its own 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, Institution will attach a waiver of subrogation in favor of the City
- 6.2 Each party shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will any party be required to maintain any insurance coverage for any other party.

VII. Indemnification

INSTITUTION covenant and agree 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 INSTITUTION's activities under this AGREEMENT, including any acts or omissions of INSTITUTION, any agent, officer, director, representative, employee, consultant or subcontractor of INSTITUTION 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 INSTITUTION 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 LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER 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.

Institution shall promptly advise the CITY in writing of any claim or demand against the Parties known to Institution related to or arising out of Institution's activities under this Agreement.

VIII. Compliance

7.1 The Parties hereto shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations. It is further understood and agreed to by the Parties that changes to any federal, state, and local laws, rules and regulations applicable hereto will be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.

[The following section may be modified in accordance with the Non-Discrimination Ordinance]

7.2 Non-discrimination. As a party to this AGREEMENT, Institution understands and agrees to comply with the *Non-Discrimination Policy* of the City 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. Effect of Agreement

By signing this Agreement, each party agrees to its terms. The signed Agreement, and amendments hereto, will be binding on all successors of the Parties to this Agreement.

X. Signatures

This Memorandum of Agreement is fully executed as of the date of the last part party to sign below.

THE CITY OF SAN ANTONIO

INSTITUTION: [Name of Institution]

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
[Institution signatory name/title]

Date: _____

Date: _____

Attachment A

INSTITUTION'S TARGETED DEMAND OCCUPATIONS

The City intends to support higher education/training institution that provides certificates and degrees in the City-approved demand occupations listed in Institution's current Targeted Demand Occupations List. For the years _____, these occupations include: **[The following list may change depending on the INSTITUTION]**

Aerospace/Advanced Manufacturing

Aircraft Mechanics and Service Technicians
Machinists
Assemblers and Fabricators
Industrial Truck and Tractor Operators
Electrical and Electronic Equipment Assemblers

Energy

Bus and Truck Mechanics and Diesel Engine Specialists
Industrial Machinery Mechanics
Electricians
Welders, Cutters, Solderers and Brazers
Petroleum Pump System Operators, Refinery Operators and Gaugers
Derrick Operators, Oil and Gas
Roustabouts, Oil and Gas
Heavy and Tractor-Trailer Truck Drivers
Rotary Drill Operators, Oil and Gas

Finance

Bookkeeping, Accounting, and Auditing Clerks
Customer Service Representatives

Construction

Heating, Air Conditioning, and Refrigeration Mechanics and Installers
Plumbers, Pipefitters and Steamfitters
Helpers, Pipelayers, Plumbers, Pipefitters and Steamfitters
Helpers, Electricians

Information Technology

Network and Computer Systems Administrators
Computer Systems Analyst
Computer Support Specialists

Healthcare

Medical and Clinical Laboratory Technologists
Registered Nurses
Radiologic Technologists and Technicians

Licensed Practical and Licensed Vocational Nurses
Medical Secretaries
Nursing Aides
Pharmacy Technicians
Dental Assistants
Medical Assistants

Business Support/Miscellaneous

Secretaries, Except Legal, Medical, and Executive
Receptionists and Information Clerks

*Institution's Targeted Demand Occupations List, following review and approval by City, is
subject to change periodically.*