

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. CHAMBER OF COMMERCE FOUNDATION
AND THE
CITY OF SAN ANTONIO**

The following Collaboration Agreement (“Agreement”) is by and between the City of San Antonio (“City”) and the U.S. Chamber of Commerce Foundation’s (“USCCF”) Hiring Our Heroes (“HOH”) program to provide on-the-job training for military spouses through the HOH Corporate Fellowship module previously established by USCCF. USCCF and City may be referred to collectively as the “Parties”.

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.

“Cohort” is a group of participants in the Hiring our Heroes Spouse Fellowship Program.

“Fellow” is a member of a cohort.

“HOH” is the USCCF Hiring Our Heroes program established to assist transitioning service members, veterans, and military spouses in gaining meaningful employment.

“Host” is a company or governmental entity participating in the HOH programs.

“MSEAC” is the Military Spouse Employment Advisory Council established by the USCCF to address military spouse unemployment in the San Antonio area.

“MSEEZ” is the Military Spouse Economic Empowerment Zone established to foster collaboration among local stakeholders and identify opportunities as well as barriers to entry for military spouses seeking meaningful employment in the San Antonio area.

“Military Spouse Fellowship Program” is the program to be established in the San Antonio area by City and USCCF, designed to assist spouses of transitioning service members gain meaningful employment.

“USCCF” is the U.S. Chamber of Commerce Foundation.

II. BACKGROUND

HOH was launched by the U.S. Chamber of Commerce Foundation in March 2011 as a nationwide initiative to assist transitioning service members (SM) find meaningful employment. Since 2011, the program has expanded across the nation and now includes veterans and military spouses. Working with the U.S. Chamber of Commerce’s vast network of state and local

chambers and other strategic entities from the public, private, and non-profit sectors, HOH's goal is to create a movement across America in hundreds of communities where veterans and military families return every day. Currently, there is a well-established HOH Fellowship program in City but the program only supports transitioning active duty SMs. As Fellows, active duty SMs do not receive pay from their Hosts as they are still receiving military pay. Veterans and spouses however, do not receive military pay. During participation in the Fellowship program, veterans and spouses will receive a set hourly income.

City is proud to be officially trademarked as "Military City USA" and recognizes that the strength of the military community not only comes from service members, but from their families as well. As a participant in this program, City recognizes the importance of military spouses and strives to support their quality of life and integration into the San Antonio region. City has historically supported the HOH program by participating in job fairs, referring potential employment candidates to the numerous veteran support organizations throughout the region, and provided approximately \$7 million dollars to establish the Good Samaritan Veterans Outreach and Transition Center supporting veterans in the San Antonio region. City is honored to continue its support of this program by expanding it to include military spouses, manifested by City's designation of \$150,000.00 included in the FY2019 Budget for the establishment of the Spouse Fellowship Program. City's goal is to establish a permanent, fully sponsored program supporting military spouse employment in the San Antonio region. The program anticipates providing a significant number of spouses with employment opportunities, either through Hosts or through networking opportunities provided by the HOH program.

III. PROGRAMMATICS

1. The program will host four to eight spouses per cohort.
2. Each cohort term will be approximately six weeks long and will align with the start of the 12-week long transitioning SM cohort.
3. Three cohorts will occur each year.
4. Fellows will provide their resumés to HOH, who will provide them to potential Hosts.
5. Hosts will interview candidate Fellows to determine potential placement.
6. If selected by a Host, Fellows will work with that host company/municipality Monday through Thursday. HOH will host Fellow seminars and focus on networking each Friday.
7. Fellows will graduate from the program after six weeks but will remain in the HOH network.
8. While not obligated to do so, Hosts may hire their sponsored Fellows at the end of the six week period. If applicable, the Fellowship may be extended an additional four weeks to account for interviews, negotiations, and onboarding.

IV. RESPONSIBILITIES

The Parties agree to develop and implement the following strategies:

1. City, through its Human Resources and Office of Military and Veteran Affairs, Government and Public Affairs Departments will collaborate with HOH to establish a Military Spouse Fellowship Program with sustainable employment opportunities in the local region. City will:
 - a. Provide a one-time payment of \$150,000 to HOH within 30 days of invoice to be used over a period of two years to support:
 - 1) An hourly wage for Fellows at the rate of \$15/ hr; and
 - 2) The funding of a third-party hiring agency to facilitate Fellow's payments and administrative costs.
 - b. Advocate for the program through its various networks.
 - c. Serve as a member of the Military Spouse Employment Advisory Council (MSEAC) at the Chairman's Circle level by representing City at USCCF's local Military Spouse Economic Empowerment Zone (MSEEZ) committee meetings.
 - d. Include HOH in City events and meetings to communicate the program's information to key military and civilian stakeholders.
 - e. Participate in joint presentations with HOH as appropriate.
2. USCCF, through HOH, will leverage its expertise in executing Fellowship programs that provide military spouses with pathways to employment and will manage the oversight of candidate recruitment, screening, and placement for on-the-job training opportunities with Hosts and municipalities. HOH will:
 - a. Provide one invoice to City for \$150,000 for receipt of funds to support the program.
 - b. Coordinate the hiring of a third party company responsible for payment to Fellows.
 - c. Provide status of funds to City at each MSEAC.
 - d. Provide a copy of the third party hiring company contract to City for their records and to ensure accountability.
 - e. Implement a strategic communication plan to promote the collaboration and employment opportunities available in the San Antonio region. This will be accomplished through all available means such as web based media, organizational publications, press releases, and internal memos emphasizing the importance and value of hiring military spouses, and to a larger extent, veterans.

- f. Identify and secure obligations from Hosts to participate on the basis of projected training and employment opportunities for military spouses.
- g. Encourage Hosts to continue participation as a sponsoring (funding) host.
- h. Advise City and Hosts regarding the structure of the Fellowships.
- i. Recognize City as a member of the Chairman's Circle of the MSEAC.
- j. Brand City as a sponsor of the Military Spouse Fellowship Program.
- k. Develop metrics and protocol to track Fellows. At a minimum, metrics will include number of potential Fellows, number of placed Fellows, number of potential hosts, number of actual hosts, number of Fellows offered positions post-Fellowship, and number of Fellows accepting positions post-fellowship.
- l. Provide measures of effectiveness at each MSEEZ meetings.
- m. Promote and strategically communicate hiring successes identifying the collaboration with the Hosts and City.

V. RELATIONSHIP

HOH covenants and agrees that neither it nor its employees or representatives are not an officer, agent, servant or employee of City; that HOH 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 HOH, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and HOH. The Parties 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 HOH under this Agreement and that HOH has no authority to bind the City.

VI. PROPOSED SCHEDULE OF EXECUTION

The proposed dates for program launch and execution are subject to change upon written agreement of both parties.

1. September 15, 2019: Secure a minimum of five Hosts and begin active recruitment for program candidates.
2. November 01, 2019: Spouse Application Deadline for first COHORT
3. January 13 2020: Initial placement of Fellows in COHORT 1.
4. Future dates align with the start of the three cohorts established per a year for transitioning

SM.

VII. USE OF GRAPHICS/MARKS

1. For the term of this Agreement HOH grants to City a limited, non-exclusive, nontransferable, non-assignable, revocable right and license to use the service marks, trade names and logos listed in **Exhibit A** known as HOH Marks, solely in connection with the terms of this Agreement. HOH shall have the right to review and approve all uses of the HOH Marks including, but not limited to, use on any web pages, video, audio, script, print material, promotional or marketing material, press releases or other related material, regardless of the medium, prior to such use. HOH shall also have the right to review and approve all promotional materials under this Agreement. Such approval shall not be unreasonably withheld or delayed.
2. City acknowledges HOH's exclusive right, title and interest in the HOH Marks, except as provided for in this Agreement. Upon the termination of this Agreement, all rights to and interest in the HOH Marks held by the City shall revert fully to HOH. All rights and licenses of any kind in the HOH Marks not expressly granted in the Agreement are exclusively reserved to HOH.
3. Use of the City's Marks and promotional materials. City grants to HOH for the term of this Agreement a limited, non-exclusive, nontransferable, non-assignable, revocable right and license to use the service marks, trade names and logos listed in **Exhibit B**, known as City Marks, solely in connection with the terms of this Agreement. City shall have the right to review and approve all uses of City Marks including, but not limited to, use on any web pages, video, audio, script, print material, promotional or marketing material, press releases or other related material, regardless of the medium, prior to such use. City shall also have the right to review and approve all strategic partner descriptions under this Agreement. Such approval shall not be unreasonably withheld or delayed.
4. HOH acknowledges City's exclusive right, title and interest in City Marks, except as provided for in this Agreement. Upon the termination of this Agreement, all rights to and interest in City Marks held by HOH shall revert fully to City. All rights and licenses of any kind in the City Marks not expressly granted in the Agreement are exclusively reserved to City.
5. HOH may add to the queue of website enhancements the City logo and Military City USA logo.

VIII. BEST EFFORTS

The strategies identified in this Agreement will be implemented by the Parties consistent with each organization's policies and in accordance with laws that govern the activities. The Parties agree to use their best efforts to succeed in recruiting and placing military spouses in meaningful career fields. Additionally, the Parties will promote this collaborative program with positive messaging to benefit each organization.

IX. TERM AND TERMINATION

This Agreement is effective upon signature of the Parties and shall remain in effect for 24 months from the date that it is fully executed. This Agreement may be terminated by either Party with 30 calendar days advance written notice to the other party. In the event this Agreement is terminated before the end of the 24th month, HOH will return to City all unexpended funds within 30 calendar days of termination.

X. INDEMNIFICATION

- 1. HOH 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 HOH's activities under this Agreement, including any acts or omissions of HOH, any agent, officer, director, representative, employee, consultant or subcontractor of HOH, 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 HOH 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.**
- 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.**
3. HOH shall promptly advise the City in writing of any claim or demand against the City or HOH known to HOH related to or arising out of HOH's activities under this Agreement.
4. The provisions of this INDEMNITY 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. HOH shall advise the City in writing within 24 hours of any claim or demand against the City or HOH known to HOH related to or arising out of HOH's activities under this Agreement and shall see to the investigation and defense of such claim or demand at HOH's cost. The City

shall have the right, at its option and at its own expense, to participate in such defense without relieving HOH of any of its obligations under this paragraph.

5. Defense Counsel - HOH shall retain defense counsel within seven business days of City's written notice that City is invoking its right to indemnification under this Agreement. If HOH fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and HOH shall reimburse City for all costs related to retaining defense counsel until such time as HOH 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.
6. Employee Litigation – In any and all claims against any party indemnified under this Agreement by any employee of HOH, 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 provided in this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for HOH or any subcontractor under worker's compensation or other employee benefit acts.
7. HOH 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 HOH.

XI. INFORMATION INQUIRY AND NOTICES

1. Should either Party receive requests for public information related to this Agreement, notice of such request will be provided to the non-receiving party within two business days to afford that other party the opportunity to respond or address the request for information.
2. Any questions regarding this Agreement or notices required by this Agreement shall be in writing and directed to the assigned program directors responsible for implementing the identified strategies or their designees. These program directors are:

Hiring Our Heroes
Eric Eversole
1615 H Street NW
Washington, D.C. 20062
eeversole@uschamber.com

City:
Debra M. Clark, Senior Management Analyst
Office of Military and Veterans Affairs
City of San Antonio
506 Dolorosa, Bldg 2
San Antonio, TX 78283
Debra.Clark@sanantonio.gov

XII. RECORDS RETENTION

HOH, 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, must make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement for a minimum period of three years or whatever period is determined necessary based on the Texas State Library and Archives Commission Retention Schedules which have been adopted by the City. The records shall be maintained for the required retention period,

evidence, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

XIII. LAW APPLICABLE

- 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 IN THIS AGREEMENT ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 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. ENTIRE AGREEMENT

This Agreement is the final, entire agreement of the parties and may only be amended in writing upon signature of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized representatives.

FOR
THE CITY OF SAN ANTONIO:

Debra M. Clark,
Senior Management Analyst
Office of Military and Veterans Affairs

Date: _____

FOR
U.S. CHAMBER OF COMMERCE
FOUNDATION:



Eric Eversole, President
Hiring Our Heroes

Date: 7/29/19

Exhibit A HOH Logo Creative Guidelines

Logo Use and Spacing

To effectively communicate, the Hiring Our Heroes logo must not be crowded with other logos or visual elements. Space must be kept free of graphic elements at all times around the logo. The clear space on all sides of the logo should be equal to or greater than the x-height of the 'O' in the logo's word 'Heroes'. All sides should be free of graphics, and text, and within the live area of layouts. All HOH logos should follow the clear space requirements. Allow additional clear space whenever possible.



Misuses of HOH Logo

- Do not place the logo in a box.
- Do not use a low-resolution version that will make the logo appear pixelated.
- Do not use the star in "Heroes" as a separate mark.
- Do not change the color from the specified logo colors.
- Do not place logo on patterned background or photograph that will compromise its legibility.
- Do not combine the logo with any other tagline or copy.
- Do not warp the logo.
- Do not mirror the logo.
- Do not attempt to recreate logo using type.
- Do not rotate the logo.

Color Equivalents

HOH Blue

Pantone: 289C

CMYK: c89 m84 y46 k51

RGB: r13 g34 b64

Web Safe Hex: 00 33 33

HOH Red

Pantone: 485C

CMYK: c5 m98 y100 k0

RGB: r225 g35 b26

Web Safe Hex: cc 33 33

two color | pantone 485C | pantone 289C

HIRING OUR HEROES
U.S. CHAMBER OF COMMERCE FOUNDATION

**HIRING OUR
HEROES**
U.S. CHAMBER OF COMMERCE
FOUNDATION

one color | black

HIRING OUR HEROES
U.S. CHAMBER OF COMMERCE FOUNDATION

**HIRING OUR
HEROES**
U.S. CHAMBER OF COMMERCE
FOUNDATION

one color | reverse



EXHIBIT B

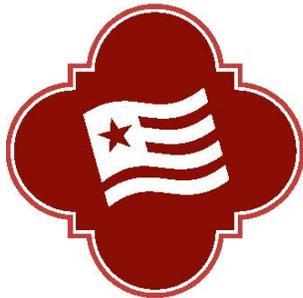
CITY LICENSED MARKS

Logo Use and Spacing

All usage must comply with the City of San Antonio's Branding Book and Department Style Guide found at <https://cosaweb/branding.html>



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