

A RESOLUTION

APPROVING THE AWARD OF GRANTS IN A CUMULATIVE AMOUNT NOT TO EXCEED \$4.206 MILLION TO IDENTIFIED RECIPIENTS AS PART OF THE PRE-K 4 SA COMPETITIVE GRANT PROGRAM, AND AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE CORPORATION AND RECIPIENTS FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017 WITH THE OPTION OF A ONE YEAR RENEWAL,

WHEREAS, the City of San Antonio, Texas (City) pursuant to the provisions of Chapter 379A, Texas Local Government Code created a nonprofit municipal development corporation (Corporation) to oversee and manage an early childhood education program known as Pre-K 4 SA that included providing pre-k education at four centers, providing professional development to teachers across the city, and the establishment of a competitive grants program to benefit schools and child care centers across the city; and

WHEREAS, the majority of the voters of the City approved the levy of 1/8 cent sales tax to support the program at an election held on November 6, 2012; and

WHEREAS, in furtherance of its public purpose of promoting literacy and enhanced early childhood development programs, and consistent with the program's original plan, the Corporation wishes to move forward with identifying grant recipients for the award of a cumulative total not to exceed \$4.206 million in grants to schools and child care centers, and the execution of grant agreements with recipients; **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION THAT:**

SECTION 1. The Board of Directors for the Corporation hereby approves the following entities as recipients of grants as part of the Pre-K 4 SA Competitive Grants Program in the amounts set out below:

Public/Charter

- | | | |
|--|------|-----------|
| 1) NORTH EAST INDEPENDENT SCHOOL DISTRICT | ---- | \$950,451 |
| 2) NORTHSIDE INDEPENDENT SCHOOL DISTRICT | ---- | \$827,080 |
| 3) SAN ANTONIO INDEPENDENT SCHOOL DISTRICT | ---- | \$727,278 |
| 4) HARLANDALE INDEPENDENT SCHOOL DISTRICT | ---- | \$500,000 |
| 5) EDGEWOOD INDEPENDENT SCHOOL DISTRICT | ---- | \$241,500 |
| 6) SOUTHWEST INDEPENDENT SCHOOL DISTRICT | ---- | \$131,250 |

Private/Parochial

- | | | |
|---|------|-----------|
| 1) ARCHDIOCESE OF SAN ANTONIO - HOPE FOR THE FUTURE | ---- | \$358,743 |
| 2) SAINT MARY MAGDALEN SCHOOL | ---- | \$109,000 |

Childcare Centers

- | | | |
|--|------|----------|
| 1) FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC. | ---- | \$90,000 |
| 2) KNOWLEDGE UNIVERSE EDUCATION LLC | ---- | \$70,000 |
| 3) YMCA OF GREATER SAN ANTONIO | ---- | \$60,000 |
| 4) DAUGHTERS OF CHARITY SERVICES OF SAN ANTONIO | ---- | \$50,000 |
| 5) LA PETITE ACADEMY | ---- | \$20,000 |
| 6) NITE OWL CHILDCARE LLC | ---- | \$20,000 |
| 7) SUMMERLIN DAY CARE INC. DBA SUMMERLIN CHILDCARE AND LEARNING CENTER | ---- | \$20,000 |

SECTION 2. The Chairperson of the Board of Directors and the Chief Executive Officer, or their respective designees, are hereby authorized to execute agreements with each entity receiving a grant of funds or goods consistent with the attached template agreements (attached hereto as **Exhibits A, B, and C**, and included herein as if fully set out) for each class of awards with terms beginning on July 1, 2016 and ending on June 30, 2017. The CEO, or her designee, is authorized to exercise an option for a one year renewal with each recipient without further Board approval.

SECTION 3. Corporation staff, in coordination with City staff, is hereby authorized to take any actions necessary to effectuate the award of grants to identified entities consistent with Section 1.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. This Resolution shall immediately be in full force and effect from the date of its adoption.

PASSED AND APPROVED this the ____ day of April, 2016.

C H A I R
ELAINE MENDOZA

ATTEST:

Secretary

APPROVED AS TO FORM:

Attorney for Corporation

Exhibit A: Public/Charter Grant Contract Template Agreement

Grant #

The San Antonio Early Childhood Education Municipal Development Corporation, a Texas Municipal Development Corporation ("Corporation") hereby selects _____ (*identify type of entity*) ("Grantee") as a Competitive Education Grants for Pre-K Four Programs recipient. Corporation awards Grantee a cost-reimbursable grant in an amount not to exceed \$ _____. This agreement (the "Grant Agreement") between Corporation and Grantee contains the terms and conditions of this Grant.

I. SCOPE OF WORK

- 1.1 The public purpose of this Grant is to support the expansion of opportunities that increase the number of students served in a high quality prekindergarten program or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increase/improve parent involvement, decrease class size or teacher/student ratio, or other research-based best practices, as described in Grantee's proposal (the "Proposal") and budget (the "Budget") dated _____ (together, the "Project"). The Grantee will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the Corporation and in compliance with the Project as attached hereto and incorporated herein as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Grant Agreement shall begin on July 1, 2016 and shall terminate on June 30, 2017. The CEO, or her designee, is authorized to exercise an option for a one year renewal with each recipient.

III. GRANT FUNDS

- 3.1 Corporation will reimburse Grantee for costs incurred for the Project in accordance with the budget approved for the Project by the Corporation and all subsequently authorized amendments to the same. It is specifically agreed that reimbursement hereunder shall not exceed the combined total amount of _____. It is expressly understood and agreed by the Grantee and Corporation that the Corporation's obligations under this Grant are contingent upon the actual receipt of adequate revenue, as applicable, to meet Corporation's liabilities hereunder. Should the Corporation not receive sufficient funds to make payments pursuant to this Grant or should awarded Grant Funds be reduced, Corporation shall notify Grantee in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Grant or reduce the Project and Grant Funds accordingly. Funds are intended to supplement, not supplant other funding sources available to Grantee including private, federal, state, or local funds. Grant Funds are meant to add to, enhance, expand, increase, or extend the programs and services offered by Grantee with other fund sources and Grant Funds shall not supplant other funds used to offer those programs and services. In the event that Grant Funds are utilized to pay 100 percent of an employee's salary, that employee must expend 100 percent of his/her time on Grant related activities.
- 3.2 The funding level of this Grant Agreement is based on an allocation from City of San Antonio sales tax revenue.
- 3.3 It is expressly understood and agreed by the Grantee that the Corporation expects to pay all obligations of this Agreement from a 1/8th cent sales tax approved by the voters of the City of San Antonio. Accordingly, if funding is not received by Corporation in a sufficient amount to pay any of its obligations under the terms of this Agreement, or if the collection of sales tax is terminated, then this Agreement will terminate and neither Corporation nor Grantee will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement; provided however, that lack of funding will not excuse payment for services rendered or performed.

IV. PAYMENT

- 4.1 Grantee agrees that this is a cost reimbursement Grant Agreement and that the Corporation's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of Corporation-funded services provided by the Grantee in accordance with the terms of this Grant Agreement. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment I of this Grant Agreement, unless (a) a subsequent budget revision has been approved and signed by the Chief Executive Officer of the Corporation in cases where the total Grant Agreement Budget remains the same, or (b) a Grant Agreement amendment has been approved and signed by the Chief Executive Officer of the Corporation pursuant to Section 23.1 of this Grant Agreement in cases where there is an increase or decrease to the total Grant Agreement Budget. Approved budget revisions and Grant Agreement amendments modify the Budget attached hereto, and in such cases Grantee's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Grant Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Grant Agreement to the budget shall mean the budget as revised through approved budget revisions or Grant Agreement amendments. In no event shall the Corporation be liable for any cost of Grantee not eligible for reimbursement as defined within the Grant Agreement. Grantee shall remit to Corporation within ten (10) business days after the Corporation makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at Corporation's option, be subject to offset against future funding obligations by Corporation. For purposes of this Grant Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council or Corporation for Corporation employees.
- 4.2 Grantee shall submit to Corporation no later than the fifteenth (15th) of every month a Request for Payment in the form prescribed by Corporation, which details the specific costs (by category and by program account number) Grantee expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Chief Executive Officer of the Corporation. The Chief Executive Officer of the Corporation may require the Grantee's submission of original or certified copies of invoices, cancelled checks, Grantee's general ledger and/or receipts to verify invoiced expenses.
- 4.4 Corporation shall make reimbursement payments of eligible expenses to the Grantee of any undisputed amounts as determined by the Chief Executive Officer of the Corporation in accordance with established procedures, so long as Corporation receives a properly completed and documented Request for Payment. Corporation shall make payment to Grantee within 30 calendar days of receiving a valid and approved Request for Payment.
- 4.5 The Grantee shall submit to Corporation all final requests for payment no later than 45 days from the expiration or early termination date of this Grant Agreement, unless Grantee receives written authorization from the Chief Executive Officer of the Corporation prior to such 45 day period allowing Grantee to submit a request for payment after such 45 day period.
- 4.6 Grantee agrees that the Corporation shall not be obligated to any third parties of Grantee (including any subcontractors or third party beneficiaries of Grantee) under this Grant Agreement.
- 4.7 Grantee agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Grant Agreement. Grantee shall submit detailed administrative costs by line item with its annual program budget prior to Grant Agreement execution by the deadline established by the Corporation.

- 4.8 Grantee agrees that Grantee costs or earnings claimed under this Grant Agreement may not be claimed under another Grant Agreement or grant from another agency, organization, business entity or governmental entity.
- 4.9 Grantee agrees that prior to the payment of any funds under this Grant Agreement, and throughout the term of this Grant Agreement, Grantee shall maintain financial stability and operate in a fiscally responsible and prudent manner. Grantee agrees that the Corporation may immediately terminate this Grant Agreement if the Corporation finds, as solely determined by the Corporation, that Grantee is in such unsatisfactory financial condition as to endanger performance under this Grant Agreement. The Corporation may consider evidence such as the apparent inability of Grantee to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Grantee. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Grantee, the appointment of a trustee, receiver or liquidator for all or a substantial part of Grantee's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Grantee. Grantee shall provide any records requested by Corporation that Corporation deems necessary to make such a determination.

V. REPORTS AND DATA

- 5.1 Grantee shall provide certain deliverables and meet milestones for this Grant as more specifically provided for in Attachment II attached hereto. Where indicated, Corporation's payment is contingent upon satisfaction of the listed deliverable and/or milestone. Corporation may authorize changes to the payment and reporting schedules when appropriate. Corporation will confirm any such changes in writing.
- 5.2 The Grantee shall submit to the Corporation such reports as may be required by the Corporation. At the start of the Grant Agreement term, Corporation will provide Grantee with the required report templates including, but not limited to monitoring reports containing projected performance measures developed by the Grant Agreement monitoring staff. Grantee shall submit completed reports within 30 days of the deadline established by the Grant Agreement monitoring staff. The Grantee ensures that all information contained in all required reports submitted to Corporation is accurate and support documentation shall be maintained.
- 5.3 In addition to the reporting requirements, Corporation may, at its discretion, request Grantee and its subcontractors to participate in additional data gathering including, but not limited to: (i) participate in surveys; (ii) respond to requests for information; and (iii) provide certain data to Corporation or its external partners for additional research and evaluation during the Grant Period and for a period of five (5) years following the Grant Period. Such data may include certain school and/or district data (including classification, demographic, and achievement data), certain aggregate and non-personally identifiable teacher data (including number of years of experience, tenure, valuation, and staffing data). Grantee and its subcontractors agree to reasonably comply with such requests and that Corporation may disseminate such data and research results. Unless otherwise specified in writing, Corporation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable".
- 5.4 Corporation values research and evaluation of the projects it funds. Grantee agrees to inform Corporation of any research or evaluation it conducts or commissions regarding the Project and to provide to Corporation a copy of any report or findings from the research or evaluation. Corporation may also conduct or commission research or evaluation related to this Project. Grantee agrees to (a) allow and facilitate Corporation and/or its evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit Corporation to disseminate the results of the research or evaluation. Corporation and/or its evaluation partner will provide appropriate privacy and other protections to participants.
- 5.5. Corporation values knowledge capture and dissemination as an important aspect of the projects it funds. This often includes site visits from Corporation staff and partners and convening groups of grantees to

share lessons learned and challenges in implementing various initiatives. Grantee agrees to allow Corporation and its partners to make site visits and agree to participate in any convening groups, if required by Corporation.

VI. ADMINISTRATION OF GRANT AGREEMENT

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Grant Agreement or its governing rules, regulations, laws, codes or ordinances, the Corporation, through its CEO, is the party ultimately responsible for all matters of compliance with Corporation rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.
- 6.2 Grantee shall not use funds awarded from this Grant Agreement as matching funds for any federal, state or local grant without the prior written approval of the Chief Executive Officer of the Corporation.
- 6.3 The Corporation shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Grantee for the administration of this Grant Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Grant Agreement.
- 6.5 The Grantee Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Grantee's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Corporation upon request by the Corporation.
- 6.6 The use or purchase of gift cards is not allowable and reimbursable under this Grant Agreement.

VII. AUDIT

- 7.1 The Corporation reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Grant Agreement at any and all times deemed necessary by Corporation. The Corporation Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the Corporation, may perform such audit(s) or reviews. The Corporation reserves the right to determine the scope of every audit. In accordance herewith, Grantee agrees to make available to Corporation all accounting and Project records.

Grantee shall during normal business hours, and as often as deemed necessary by Corporation and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Grant Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Grant Agreement. Said records shall be maintained for the required period beginning immediately after Grant Agreement expiration, save and except when there is litigation or if the audit report covering such Grant Agreement has not been accepted, then the Grantee shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Grantee in accounting for expenses incurred under this Grant Agreement, Grant Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Grant Agreement.

The Corporation may, in its sole and absolute discretion, require the Grantee to use any and all of the Corporation's accounting or administrative procedures used in the planning, controlling, monitoring and

reporting of all fiscal matters relating to this Grant Agreement, and the Grantee shall abide by such requirements.

- 7.2 When an audit or examination determines that the Grantee has expended funds or incurred costs which are questioned by the Corporation and/or the applicable state or federal governing agency, the Grantee shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Grantee will promptly refund such amount to the Corporation no later than ten (10) days from the date of notification of such disapproval or disallowance by the Corporation. At its sole option, the Corporation may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by Corporation of the exercise of such option, Grantee shall provide to Corporation a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the Corporation. If Grantee is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to Corporation by cashier's check or money order. Should the Corporation, at its sole discretion, deduct such claims from subsequent reimbursements, the Grantee is forbidden from reducing Project expenditures and Grantee must use its own funds to maintain the Project.

Grantee agrees and understands that all expenses associated with the collection of delinquent debts owed by Grantee shall be the sole responsibility of the Grantee and shall not be paid from any Project funds received by the Grantee under this Grant Agreement.

- 7.3 If the Corporation determines, in its sole discretion, that Grantee is in violation of the above requirements, the Corporation shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Grantee pay for such audit from non-Corporation resources.

VIII. RECORDS AND COPYRIGHTS

- 8.1 The Corporation is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Corporation, the Grantee shall furnish to the Corporation and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the Corporation and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Grant Agreement.
- 8.2 Grantee agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from Corporation including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Grant Agreement. Upon expiration or early termination of this Grant Agreement, Grantee shall return to Corporation all copies of materials related to the Project, including the Confidential Information.
- 8.3 The Public Information Act, Government Code Section 552.021, requires the Corporation to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Grantee receives inquiries regarding documents within its possession pursuant to this Grant Agreement, Grantee shall within twenty-four (24) hours of receiving the requests forward such requests to Corporation for disposition. If the requested information is confidential pursuant to state or federal law, the Grantee shall submit to Corporation the list of specific statutory authority mandating confidentiality no later than three (3) business days of Grantee's receipt of such request.

- 8.4 In accordance with Texas law, Grantee acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Grantee agrees that no such local government records produced by or on the behalf of Grantee pursuant to this Grant Agreement shall be the subject of any copyright or proprietary claim by Grantee.

Grantee acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Grant Agreement, shall belong to and is the property of Corporation and shall be made available to the Corporation at any time. Grantee further agrees to turn over to Corporation all such records upon expiration or early termination of this Grant Agreement, if requested by the Corporation. Grantee agrees that it shall not, under any circumstances, release any records created during the course of performance of the Grant Agreement to any entity without the written permission of the Chief Executive Officer of the Corporation, unless required to do so by a court of competent jurisdiction. The Corporation shall be notified of such request as set forth in Article VIII., section 8.4 of this Grant Agreement.

- 8.5 Ownership of Intellectual Property. Grantee and Corporation agree that the Project shall be and remain the sole and exclusive proprietary property of Corporation. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in Corporation. Grantee hereby grants, sells, assigns, and conveys to Corporation all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in Corporation. Grantee agrees to execute all documents reasonably requested by Corporation to perfect and establish Corporation's right to the Intellectual Property Rights. In the event Corporation shall be unable, after reasonable effort, to secure Grantee's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Grantee hereby irrevocably designates and appoints Corporation and its duly authorized officers and agents as Grantee's agent and attorney-in-fact, to act for and in Grantee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Grantee. Provided, however, nothing herein contained is intended nor shall it be construed to require Grantee to transfer any ownership interest in Grantee's best practice and benchmarking information to the Corporation.

- 8.6 Within a period not to exceed 90 days from the expiration or early termination date of the Grant Agreement, Grantee shall submit all final client and/or fiscal reports and all required deliverables to Corporation. Grantee understands and agrees that in conjunction with the submission of the final report, the Grantee shall execute and deliver to Corporation a receipt for all sums and a release of all claims against the Project.

- 8.7 Grantee shall provide to the Corporation all information requested by the Corporation relating to the Grantee's Board functions. Information required for submission shall include but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Grantee's board; and

(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

- 8.8 Grantee agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Grant Agreement.

IX. INSURANCE

- 9.1 Grantee agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Grant Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Corporation, which shall be clearly labeled “insert name of project/Grant Agreement” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Corporation will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the Corporation. The Corporation shall have no duty to pay or perform under this Grant Agreement until such certificate and endorsements have been received and approved by the Corporation. No officer or employee, other than the Corporation’s Risk Manager, shall have authority to waive this requirement.

(B) The Corporation reserves the right to review the insurance requirements of this Article during the effective period of this Grant Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Corporation’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. In no instance will Corporation allow modification whereby Corporation may incur increased risk.

(C) A Grantee’s financial integrity is of interest to the Corporation; therefore, subject to Grantee’s right to maintain reasonable deductibles in such amounts as are approved by the Corporation, Grantee shall obtain and maintain in full force and effect for the duration of this Grant Agreement, and any extension hereof, at Grantee’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractor c. Products/Completed Operations d. Personal / Advertising Injury **e. Sexual Abuse / Molestation	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage * Subject to TORT Immunity
4. Business Automobile Liability*** a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence * Subject to TORT Immunity
5. Professional Liability	\$2,000,000 per Claim/\$5,000,000 Aggregate
6. Commercial Crime Coverage (policy shall be endorsed to name City and Corporation as a joint loss payee)	\$500,000 per Claim
** Required for projects involving services to children	

*** Required if vehicle is used to transport children	
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(D) Grantee agrees to require, by written Grant Agreement, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the Corporation as additional insureds. Policy limits of the coverages carried by subcontractor will be determined as a business decision of Grantee. Grantee shall provide the Corporation with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Corporation's Risk Manager, without subsequent Corporation Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. Such modification may be enacted by letter signed by Corporation's Risk Manager, which shall become a part of the Grant Agreement for all purposes.

(E) As they apply to the limits required by the Corporation, the Corporation shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Grantee shall be required to comply with any such requests and shall submit requested documents to Corporation at the address provided below within 10 days. Grantee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(F) Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Corporation, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under Grant Agreement with the Corporation, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Corporation of San Antonio where the Corporation is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Corporation;
- Provide advance written notice directly to Corporation of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to Corporation. Corporation shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this Grant Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Grant Agreement.

(H) In addition to any other remedies the Corporation may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Corporation shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractor's performance of the work covered under this Grant Agreement.

(J) It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Corporation of San Antonio for liability arising out of operations under this Grant Agreement.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Grant Agreement and that no claim or action by or on behalf of the Corporation shall be limited to insurance coverage provided.

(L) Grantee and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CORPORATION and the elected officials, employees, officers, directors, volunteers and representatives of the CORPORATION, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CORPORATION directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this GRANT AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this GRANT AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CORPORATION, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CORPORATION 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 CORPORATION UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

GRANTEE shall advise the CORPORATION in writing within 24 hours of any claim or demand against the CORPORATION or GRANTEE known to GRANTEE related to or arising out of GRANTEE'S activities under this GRANT AGREEMENT.

10.2 Defense Counsel - Grantee shall retain defense counsel within seven (7) business days of Corporation's written notice that Corporation is invoking its right to indemnification under this Contract. If Grantee fails to retain Counsel within such time period, Corporation shall have the right to retain defense counsel on its own behalf, and Grantee shall reimburse Corporation for all costs related to retaining defense counsel until such time as Grantee retains Counsel as required by this section. Corporation shall also have the right, at its option, to be represented by advisory counsel of their own selection and at their own expense, without waiving the foregoing.

10.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

- 11.1 The Grantee certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Grantee to suspension of payments, termination of Grant Agreement, and debarment and suspension actions.
- 11.2 All of the work performed under this Grant Agreement by Grantee shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the Corporation of San Antonio and County of Bexar. Additionally, Grantee shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Grantee must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Grantee hereunder originated. For example, CDBG Grantees are required to follow applicable CDBG regulations.

- 11.3 The Grantee warrants that any and all taxes that the Grantee may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Grant Agreement. The Grantee shall comply with all applicable local, state, and federal laws including, but not limited to:

- (A) worker's compensation;
- (B) unemployment insurance;
- (C) timely deposits of payroll deductions;
- (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for Grant Agreement or consultant work, non-employee compensation, etc;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

- 11.4 Grantee agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.
- 11.5 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Grantee receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Grantee shall repay all funds received under this Grant Agreement with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Grantee receiving notice from the Corporation of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price

subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

- 11.6 Grantee agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Grant Agreement as they may be promulgated.

XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon a Grant Agreement or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Grantee or the Corporation. For breach or violation of this warrant, the Corporation shall have the right to terminate this Grant Agreement without liability or, at its discretion, to deduct from the Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 12.2 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Grant Agreement. Grantee further covenants that in the performance of this Grant Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

- 12.3 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

- 12.4 No member of Corporation's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Grant Agreement shall:

(A) Participate in any decision relating to this Grant Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Grant Agreement or the proceeds thereof.

- 12.5 Grantee acknowledges that it is informed that the Corporation has determined that it will adopt and follow the Charter of the City of San Antonio and its Ethics Code which 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. As such, the above prohibitions apply to Corporation officers and employees.

An officer or employee has a "prohibited financial interest" in a contract with the Corporation or in the sale to the Corporation of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Grant Agreement or sale: A Corporation officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a Corporation Grant Agreement, a partner or a parent or subsidiary business entity.

- 12.6 Grantee warrants and certifies, and this Grant Agreement is made in reliance thereon, that neither the Grantee nor his or her spouse, parent, child, sibling or first-degree relative is a Corporation officer or employee as defined by Section 2-52 (e) of the Corporation Ethics Code. (If Grantee is a business entity, the Grantee representative further warrants and certifies that no Corporation officer or employee nor any spouse, parent, child sibling or first-degree relative of a Corporation officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair

market value of the business entity). Grantee further warrants and certifies that is has tendered to the Corporation a Discretionary Grant Agreements Disclosure Statement in compliance with the City's Ethics Code as adopted by the Corporation.

XIII. TERMINATION

- 13.1 Termination for Cause - Should the Grantee fail to fulfill, in a timely and proper manner, obligations under this Grant Agreement to include performance standards established by the Corporation, or if the Grantee should violate any of the covenants, conditions, or stipulations of the Grant Agreement, the Corporation shall thereupon have the right to terminate this Grant Agreement in whole or in part by sending written notice to the Grantee of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance, of its obligations for which final payment is sought.
- 13.2 Termination for Convenience - This Grant Agreement may be terminated in whole or in part when the Corporation determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the Corporation has insufficient revenue to satisfy the Corporation's liabilities hereunder. Such termination by Corporation shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Grantee shall also have the right to terminate this Grant Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, the Corporation may delay, suspend, limit, or cancel funds, rights or privileges herein given the Grantee for failure to comply with the terms and provisions of this Grant Agreement. Specifically, at the sole option of the Corporation, the Grantee may be placed on probation during which time the Corporation may withhold reimbursements in cases where it determines that the Grantee is not in compliance with this Grant Agreement. The Grantee shall not be relieved of liability to the Corporation for damages sustained by the Corporation by virtue of any breach of this Grant Agreement, and the Corporation may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the Corporation.
- 13.4 Should the Grantee be debarred by Corporation pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within Corporation's sole and absolute discretion, be grounds for termination for cause.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Grantee agrees that no funds provided from or through the Corporation shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Grant Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Grantee agrees that no funds provided under this Grant Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

- 14.3 The prohibitions set forth in sections 14.1 and 14.2 of Article XIV of this Grant Agreement include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (B) working or directing other personnel to work on any political activity during time paid for with Corporation funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
 - (D) using facilities or equipment paid for, in whole or in part with Corporation funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Grantee shall provide every member of its personnel paid out of Corporation funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Corporation. Grantee shall list the name and number of a contact person from the Corporation on the statement that Grantee's personnel can call to report said violations.
- 14.5 Grantee agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Grantee under this Grant Agreement may, at the Corporation's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Grantee and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Corporation funds.

XV. PERSONNEL MANAGEMENT

- 15.1 Grantee agrees that the job titles and descriptions set forth in the budget (Attachment I) that affect a salary or range increase may not be changed without justification and prior written approval from the Chief Executive Officer of the Corporation.
- 15.2 Chief Executive Officers (CEOs), directors and other supervisory personnel of Grantee may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Corporation funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Grantee agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Grant Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the Corporation or any other public entity; and

- (B) Grantee, at the Corporation's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the Corporation remains unresolved.

XVII. CORPORATION-SUPPORTED PROJECT

- 17.1 Grantee shall publicly acknowledge that this Project is supported by the Corporation. Throughout the term of this Grant Agreement, Grantee agrees to include written acknowledgment of the Corporation's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Grantee. Grantee shall obtain the Corporation's prior approval of the language and logo, as applicable, to be used.

XVIII. EQUIPMENT

- 18.1 Grantee shall retain ownership of all equipment/property purchased with funds received through the Corporation.
- 18.2 Grantee agrees that no equipment purchased with Corporation funds may be disposed of without receiving prior written approval from the Corporation. In cases of theft and/or loss of equipment, it is the responsibility of the Grantee to replace it with like equipment. Corporation funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Corporation funds.
- 18.3 Grantee shall maintain records on all items obtained with Corporation funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
 - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred from);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed items and disposition
- 18.4 The Grantee is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Corporation funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Grantee shall make such reports immediately and shall notify and deliver a copy of the official report to the Corporation within seventy-two (72) hours from the date that Grantee discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Grantee to the Corporation shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
 - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 18.5 All equipment purchased under this Grant Agreement shall be fully insured by Grantee against fire, loss and theft.
- 18.6 The Grantee shall provide an annual inventory of assets purchased with funds received through the Corporation to the Corporation.

XIX. TRAVEL

- 19.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.
- 19.2 Grantee agrees that mileage reimbursement paid to Grantee's employees shall be reimbursed at a rate no more liberal than the Corporation's policy for mileage reimbursement, which is consistent with IRS rules. Grantee further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for Corporation inspection, if requested. Mileage records are subject to spot-checks by the Corporation. Grantee shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Grantee.
- 19.3 Grantee agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Grant Agreement, Grantee shall 1) provide Corporation with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the Corporation's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XX. USE OF FUNDS

- 20.1 Grantee agrees that funds may only be used for the Project and that the purpose of this grant is to support the expansion opportunities that increase the number of students served in a high quality prekindergarten or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increased/improved parent involvement, decreased class size or teacher/student ratio, or other research-based best practices.
- 20.2 Grantee agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXI. DEBARMENT

- 21.1 Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.
- 21.2 Grantee shall provide immediate written notice to Corporation, in accordance with the notice requirements of Article XXV herein, if, at any time during the term of the Grant Agreement, including any renewals hereof, Grantee learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXII. ASSIGNMENT

- 22.1 Grantee shall not assign nor transfer Grantee's interest in this Grant Agreement or any portion thereof without the written consent of the Corporation Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIII. AMENDMENT

- 23.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both Corporation and Grantee and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Chief Executive Officer of the Corporation shall have the authority to execute an amendment of this Grant Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Grant Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Grant Agreement or (b) \$50,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without Corporation Council approval pursuant to this subsection during the term of this Grant Agreement shall not exceed the foregoing amount;
 - (B) modifications to the Project set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Project;
 - (C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Grant Agreement remains unchanged (these modifications may be accomplished through Budget revisions);
 - (D) modifications to the insurance provisions described in Article IX of this Grant Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Chief Executive Officer of the Corporation; or
 - (E) reductions to Article I Scope of Work and Article III Grant Funds in order to comply with Section 3.3.

XXIV. SUBCONTRACTING

- 24.1 Grantee has the exclusive right to select subcontractors for the Project. Pre-K 4 SA has not earmarked the use of the grant funds for any specific subcontractor. Grantee is responsible for ensuring that all subcontractors use grant funds consistent with the Grant Agreement and the proposal. Neither Grantee nor subcontractor may make any statements or otherwise imply to donors, investors, media or the general public that Pre-K 4 SA directly funds the activities of any subcontractor. Any agreements with subcontractors engaged to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of Pre-K 4 SA. You may state that Grantee is Pre-K 4 SA's grantee and that you are a subcontractor of Grantee.
- 24.4 Grantee certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any city, state or federal program.

XXV. OFFICIAL COMMUNICATIONS

- 25.1 For purposes of this Grant Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

Corporation:

Chief Executive Officer
7031 South New Braunfels
San Antonio, Texas 78223

Grantee:

Chief Executive Officer/CEO/President
Agency Name
Agency Address
San Antonio, Texas

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVI. VENUE

- 26.1 Grantee and Corporation agree that this Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Grant Agreement or adjudicate any dispute arising out of this Grant Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Grant Agreement shall lie exclusively in Bexar County, Texas.

XXVII. GENDER

- 27.1 Words of any gender used in this Grant Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVIII. AUTHORITY

- 28.1 The signer of this Grant Agreement for Grantee represents, warrants, assures and guarantees that he has full legal authority to execute this Grant Agreement on behalf of Grantee and to bind Grantee to all of the terms, conditions, provisions and obligations herein contained. Grantee shall provide evidence to Corporation upon execution of this Grant Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the Corporation in its application for funding. Whether a non-profit or for-profit entity, Grantee must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Grantee shall provide Corporation verification of the foregoing requirements no later than the execution date of this Grant Agreement.

XXIX. LICENSES AND TRAINING

- 29.1 Grantee warrants and certifies that Grantee's employees and subcontractors have the requisite training, license or certification to provide the services required under this Grant Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXX. INDEPENDENT CONTRACTOR

- 30.1 It is expressly understood and agreed that the Grantee is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the Corporation shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 30.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 30.3 Any and all of the employees of the Grantee, wherever located, while engaged in the performance of any work required by the Corporation under this Grant Agreement shall be considered employees of the

Grantee only, and not of the Corporation, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Grantee.

XXXI. SEVERABILITY

- 31.1 If any clause or provision of this Grant Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Corporation Charter, Corporation Code, or ordinances of Corporation, 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 Grant 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 Grant Agreement that is invalid, illegal or unenforceable, there be added as a part of this Grant 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.

XXXII. ENTIRE GRANT AGREEMENT

- 32.1 This Grant Agreement and its attachments, if any, constitute the entire and integrated Grant Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or Grant Agreements, either oral or written.

[SIGNATURES ON SEPARATE PAGE]

In witness of which this Grant Agreement has been executed effective the _____ day of _____, _____.

CORPORATION:

GRANTEE:

[insert Grantee name]

Kathleen Bruck, CEO
CITY OF SAN ANTONIO EARLY
CHILDHOOD EDUCATION MUNICIPAL
DEVELOPMENT CORPORATION

[insert name and title]

APPROVED AS TO FORM:

Corporation Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Project Scope of Work and Budget

Attachment II – Milestones and Reports

Exhibit B: Private/Parochial Grant Contract Template Agreement

Grant #

The San Antonio Early Childhood Education Municipal Development Corporation, a Texas Municipal Development Corporation ("Corporation") hereby selects _____ (*identify type of entity*) ("Grantee") as a Competitive Education Grants for Pre-K Four Programs recipient. Corporation awards Grantee a cost-reimbursable grant in an amount not to exceed \$ _____. This agreement (the "Grant Agreement") between Corporation and Grantee contains the terms and conditions of this Grant.

I. SCOPE OF WORK

- 1.1 The public purpose of this Grant is to support the expansion of opportunities that increase the number of students served in a high quality prekindergarten program or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increase/improve parent involvement, decrease class size or teacher/student ratio, or other research-based best practices, as described in Grantee's proposal (the "Proposal") and budget (the "Budget") dated _____ (together, the "Project"). The Grantee will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the Corporation and in compliance with the Project as attached hereto and incorporated herein as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Grant Agreement shall begin on July 1, 2016 and shall terminate on June 30, 2017. The CEO, or her designee, is authorized to exercise an option for a one year renewal with each recipient.

III. GRANT FUNDS

- 3.1 Corporation will reimburse Grantee for costs incurred for the Project in accordance with the budget approved for the Project by the Corporation and all subsequently authorized amendments to the same. It is specifically agreed that reimbursement hereunder shall not exceed the combined total amount of _____. It is expressly understood and agreed by the Grantee and Corporation that the Corporation's obligations under this Grant are contingent upon the actual receipt of adequate revenue, as applicable, to meet Corporation's liabilities hereunder. Should the Corporation not receive sufficient funds to make payments pursuant to this Grant or should awarded Grant Funds be reduced, Corporation shall notify Grantee in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Grant or reduce the Project and Grant Funds accordingly. Funds are intended to supplement, not supplant other funding sources available to Grantee including private, federal, state, or local funds. Grant Funds are meant to add to, enhance, expand, increase, or extend the programs and services offered by Grantee with other fund sources and Grant Funds shall not supplant other funds used to offer those programs and services. In the event that Grant Funds are utilized to pay 100 percent of an employee's salary, that employee must expend 100 percent of his/her time on Grant related activities.
- 3.2 The funding level of this Grant Agreement is based on an allocation from City of San Antonio sales tax revenue.
- 3.3 It is expressly understood and agreed by the Grantee that the Corporation expects to pay all obligations of this Agreement from a 1/8th cent sales tax approved by the voters of the City of San Antonio. Accordingly, if funding is not received by Corporation in a sufficient amount to pay any of its obligations under the terms of this Agreement, or if the collection of sales tax is terminated, then this Agreement will terminate and neither Corporation nor Grantee will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement; provided however, that lack of funding will not excuse payment for services rendered or performed.

IV. PAYMENT

- 4.1 Grantee agrees that this is a cost reimbursement Grant Agreement and that the Corporation's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of Corporation-funded services provided by the Grantee in accordance with the terms of this Grant Agreement. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment I of this Grant Agreement, unless (a) a subsequent budget revision has been approved and signed by the Chief Executive Officer of the Corporation in cases where the total Grant Agreement Budget remains the same, or (b) a Grant Agreement amendment has been approved and signed by the Chief Executive Officer of the Corporation pursuant to Section 23.1 of this Grant Agreement in cases where there is an increase or decrease to the total Grant Agreement Budget. Approved budget revisions and Grant Agreement amendments modify the Budget attached hereto, and in such cases Grantee's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Grant Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Grant Agreement to the budget shall mean the budget as revised through approved budget revisions or Grant Agreement amendments. In no event shall the Corporation be liable for any cost of Grantee not eligible for reimbursement as defined within the Grant Agreement. Grantee shall remit to Corporation within ten (10) business days after the Corporation makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at Corporation's option, be subject to offset against future funding obligations by Corporation. For purposes of this Grant Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council or Corporation for Corporation employees.
- 4.2 Grantee shall submit to Corporation no later than the fifteenth (15th) of every month a Request for Payment in the form prescribed by Corporation, which details the specific costs (by category and by program account number) Grantee expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Chief Executive Officer of the Corporation. The Chief Executive Officer of the Corporation may require the Grantee's submission of original or certified copies of invoices, cancelled checks, Grantee's general ledger and/or receipts to verify invoiced expenses.
- 4.4 Corporation shall make reimbursement payments of eligible expenses to the Grantee of any undisputed amounts as determined by the Chief Executive Officer of the Corporation in accordance with established procedures, so long as Corporation receives a properly completed and documented Request for Payment. Corporation shall make payment to Grantee within 30 calendar days of receiving a valid and approved Request for Payment.
- 4.5 The Grantee shall submit to Corporation all final requests for payment no later than 45 days from the expiration or early termination date of this Grant Agreement, unless Grantee receives written authorization from the Chief Executive Officer of the Corporation prior to such 45 day period allowing Grantee to submit a request for payment after such 45 day period.
- 4.6 Grantee agrees that the Corporation shall not be obligated to any third parties of Grantee (including any subcontractors or third party beneficiaries of Grantee) under this Grant Agreement.
- 4.7 Grantee agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Grant Agreement. Grantee shall submit detailed administrative costs by line item with its annual program budget prior to Grant Agreement execution by the deadline established by the Corporation.

- 4.8 Grantee agrees that Grantee costs or earnings claimed under this Grant Agreement may not be claimed under another Grant Agreement or grant from another agency, organization, business entity or governmental entity.
- 4.9 Grantee agrees that prior to the payment of any funds under this Grant Agreement, and throughout the term of this Grant Agreement, Grantee shall maintain financial stability and operate in a fiscally responsible and prudent manner. Grantee agrees that the Corporation may immediately terminate this Grant Agreement if the Corporation finds, as solely determined by the Corporation, that Grantee is in such unsatisfactory financial condition as to endanger performance under this Grant Agreement. The Corporation may consider evidence such as the apparent inability of Grantee to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Grantee. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Grantee, the appointment of a trustee, receiver or liquidator for all or a substantial part of Grantee's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Grantee. Grantee shall provide any records requested by Corporation that Corporation deems necessary to make such a determination.

V. REPORTS AND DATA

- 5.1 Grantee shall provide certain deliverables and meet milestones for this Grant as more specifically provided for in Attachment II attached hereto. Where indicated, Corporation's payment is contingent upon satisfaction of the listed deliverable and/or milestone. Corporation may authorize changes to the payment and reporting schedules when appropriate. Corporation will confirm any such changes in writing.
- 5.2 The Grantee shall submit to the Corporation such reports as may be required by the Corporation. At the start of the Grant Agreement term, Corporation will provide Grantee with the required report templates including, but not limited to monitoring reports containing projected performance measures developed by the Grant Agreement monitoring staff. Grantee shall submit completed reports within 30 days of the deadline established by the Grant Agreement monitoring staff. The Grantee ensures that all information contained in all required reports submitted to Corporation is accurate and support documentation shall be maintained.
- 5.3 In addition to the reporting requirements, Corporation may, at its discretion, request Grantee and its subcontractors to participate in additional data gathering including, but not limited to: (i) participate in surveys; (ii) respond to requests for information; and (iii) provide certain data to Corporation or its external partners for additional research and evaluation during the Grant Period and for a period of five (5) years following the Grant Period. Such data may include certain school and/or district data (including classification, demographic, and achievement data), certain aggregate and non-personally identifiable teacher data (including number of years of experience, tenure, valuation, and staffing data). Grantee and its subcontractors agree to reasonably comply with such requests and that Corporation may disseminate such data and research results. Unless otherwise specified in writing, Corporation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable".
- 5.4 Corporation values research and evaluation of the projects it funds. Grantee agrees to inform Corporation of any research or evaluation it conducts or commissions regarding the Project and to provide to Corporation a copy of any report or findings from the research or evaluation. Corporation may also conduct or commission research or evaluation related to this Project. Grantee agrees to (a) allow and facilitate Corporation and/or its evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit Corporation to disseminate the results of the research or evaluation. Corporation and/or its evaluation partner will provide appropriate privacy and other protections to participants.
- 5.5. Corporation values knowledge capture and dissemination as an important aspect of the projects it funds. This often includes site visits from Corporation staff and partners and convening groups of grantees to

share lessons learned and challenges in implementing various initiatives. Grantee agrees to allow Corporation and its partners to make site visits and agree to participate in any convening groups, if required by Corporation.

VI. ADMINISTRATION OF GRANT AGREEMENT

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Grant Agreement or its governing rules, regulations, laws, codes or ordinances, the Corporation, through its CEO, is the party ultimately responsible for all matters of compliance with Corporation rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.
- 6.2 Grantee shall not use funds awarded from this Grant Agreement as matching funds for any federal, state or local grant without the prior written approval of the Chief Executive Officer of the Corporation.
- 6.3 The Corporation shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Grantee for the administration of this Grant Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Grant Agreement.
- 6.5 The Grantee Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Grantee's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Corporation upon request by the Corporation.
- 6.6 The use or purchase of gift cards is not allowable and reimbursable under this Grant Agreement.

VII. AUDIT

- 7.1 The Corporation reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Grant Agreement at any and all times deemed necessary by Corporation. The Corporation Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the Corporation, may perform such audit(s) or reviews. The Corporation reserves the right to determine the scope of every audit. In accordance herewith, Grantee agrees to make available to Corporation all accounting and Project records.

Grantee shall during normal business hours, and as often as deemed necessary by Corporation and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Grant Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Grant Agreement. Said records shall be maintained for the required period beginning immediately after Grant Agreement expiration, save and except when there is litigation or if the audit report covering such Grant Agreement has not been accepted, then the Grantee shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Grantee in accounting for expenses incurred under this Grant Agreement, Grant Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Grant Agreement.

The Corporation may, in its sole and absolute discretion, require the Grantee to use any and all of the Corporation's accounting or administrative procedures used in the planning, controlling, monitoring and

reporting of all fiscal matters relating to this Grant Agreement, and the Grantee shall abide by such requirements.

- 7.2 When an audit or examination determines that the Grantee has expended funds or incurred costs which are questioned by the Corporation and/or the applicable state or federal governing agency, the Grantee shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Grantee will promptly refund such amount to the Corporation no later than ten (10) days from the date of notification of such disapproval or disallowance by the Corporation. At its sole option, the Corporation may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by Corporation of the exercise of such option, Grantee shall provide to Corporation a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the Corporation. If Grantee is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to Corporation by cashier's check or money order. Should the Corporation, at its sole discretion, deduct such claims from subsequent reimbursements, the Grantee is forbidden from reducing Project expenditures and Grantee must use its own funds to maintain the Project.

Grantee agrees and understands that all expenses associated with the collection of delinquent debts owed by Grantee shall be the sole responsibility of the Grantee and shall not be paid from any Project funds received by the Grantee under this Grant Agreement.

- 7.3 If the Corporation determines, in its sole discretion, that Grantee is in violation of the above requirements, the Corporation shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Grantee pay for such audit from non-Corporation resources.

VIII. RECORDS AND COPYRIGHTS

- 8.1 The Corporation is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Corporation, the Grantee shall furnish to the Corporation and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the Corporation and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Grant Agreement.
- 8.2 Grantee agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from Corporation including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Grant Agreement. Upon expiration or early termination of this Grant Agreement, Grantee shall return to Corporation all copies of materials related to the Project, including the Confidential Information.
- 8.3 The Public Information Act, Government Code Section 552.021, requires the Corporation to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Grantee receives inquiries regarding documents within its possession pursuant to this Grant Agreement, Grantee shall within twenty-four (24) hours of receiving the requests forward such requests to Corporation for disposition. If the requested information is confidential pursuant to state or federal law, the Grantee shall submit to Corporation the list of specific statutory authority mandating confidentiality no later than three (3) business days of Grantee's receipt of such request.

- 8.4 In accordance with Texas law, Grantee acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Grantee agrees that no such local government records produced by or on the behalf of Grantee pursuant to this Grant Agreement shall be the subject of any copyright or proprietary claim by Grantee.

Grantee acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Grant Agreement, shall belong to and is the property of Corporation and shall be made available to the Corporation at any time. Grantee further agrees to turn over to Corporation all such records upon expiration or early termination of this Grant Agreement, if requested by the Corporation. Grantee agrees that it shall not, under any circumstances, release any records created during the course of performance of the Grant Agreement to any entity without the written permission of the Chief Executive Officer of the Corporation, unless required to do so by a court of competent jurisdiction. The Corporation shall be notified of such request as set forth in Article VIII., section 8.4 of this Grant Agreement.

- 8.5 Ownership of Intellectual Property. Grantee and Corporation agree that the Project shall be and remain the sole and exclusive proprietary property of Corporation. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in Corporation. Grantee hereby grants, sells, assigns, and conveys to Corporation all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in Corporation. Grantee agrees to execute all documents reasonably requested by Corporation to perfect and establish Corporation's right to the Intellectual Property Rights. In the event Corporation shall be unable, after reasonable effort, to secure Grantee's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Grantee hereby irrevocably designates and appoints Corporation and its duly authorized officers and agents as Grantee's agent and attorney-in-fact, to act for and in Grantee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Grantee. Provided, however, nothing herein contained is intended nor shall it be construed to require Grantee to transfer any ownership interest in Grantee's best practice and benchmarking information to the Corporation.

- 8.6 Within a period not to exceed 90 days from the expiration or early termination date of the Grant Agreement, Grantee shall submit all final client and/or fiscal reports and all required deliverables to Corporation. Grantee understands and agrees that in conjunction with the submission of the final report, the Grantee shall execute and deliver to Corporation a receipt for all sums and a release of all claims against the Project.

- 8.7 Grantee shall provide to the Corporation all information requested by the Corporation relating to the Grantee's Board functions. Information required for submission shall include but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Grantee's board; and

(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

- 8.8 Grantee agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Grant Agreement.

IX. INSURANCE

- 9.1 Grantee agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Grant Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Corporation, which shall be clearly labeled "insert name of project/Grant Agreement" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Corporation will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Corporation. The Corporation shall have no duty to pay or perform under this Grant Agreement until such certificate and endorsements have been received and approved by the Corporation. No officer or employee, other than the Corporation's Risk Manager, shall have authority to waive this requirement.

(B) The Corporation reserves the right to review the insurance requirements of this Article during the effective period of this Grant Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Corporation's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. In no instance will Corporation allow modification whereby Corporation may incur increased risk.

(C) A Grantee's financial integrity is of interest to the Corporation; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the Corporation, Grantee shall obtain and maintain in full force and effect for the duration of this Grant Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractor c. Products/Completed Operations d. Personal / Advertising Injury **e. Sexual Abuse / Molestation	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage * Subject to TORT Immunity
4. Business Automobile Liability*** a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence * Subject to TORT Immunity
5. Professional Liability	\$2,000,000 per Claim/\$5,000,000 Aggregate
6. Commercial Crime Coverage (policy shall be endorsed to name City and Corporation as a joint loss payee)	\$500,000 per Claim
** Required for projects involving services to children	

*** Required if vehicle is used to transport children	
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(D) Grantee agrees to require, by written Grant Agreement, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the Corporation as additional insureds. Policy limits of the coverages carried by subcontractor will be determined as a business decision of Grantee. Grantee shall provide the Corporation with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Corporation's Risk Manager, without subsequent Corporation Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. Such modification may be enacted by letter signed by Corporation's Risk Manager, which shall become a part of the Grant Agreement for all purposes.

(E) As they apply to the limits required by the Corporation, the Corporation shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Grantee shall be required to comply with any such requests and shall submit requested documents to Corporation at the address provided below within 10 days. Grantee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(F) Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Corporation, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under Grant Agreement with the Corporation, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Corporation of San Antonio where the Corporation is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Corporation;
- Provide advance written notice directly to Corporation of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to Corporation. Corporation shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this Grant Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Grant Agreement.

(H) In addition to any other remedies the Corporation may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Corporation shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractor's performance of the work covered under this Grant Agreement.

(J) It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Corporation of San Antonio for liability arising out of operations under this Grant Agreement.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Grant Agreement and that no claim or action by or on behalf of the Corporation shall be limited to insurance coverage provided.

(L) Grantee and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CORPORATION and the elected officials, employees, officers, directors, volunteers and representatives of the CORPORATION, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CORPORATION directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this GRANT AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this GRANT AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CORPORATION, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CORPORATION 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 CORPORATION UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

GRANTEE shall advise the CORPORATION in writing within 24 hours of any claim or demand against the CORPORATION or GRANTEE known to GRANTEE related to or arising out of GRANTEE'S activities under this GRANT AGREEMENT.

10.2 Defense Counsel - Grantee shall retain defense counsel within seven (7) business days of Corporation's written notice that Corporation is invoking its right to indemnification under this Contract. If Grantee fails to retain Counsel within such time period, Corporation shall have the right to retain defense counsel on its own behalf, and Grantee shall reimburse Corporation for all costs related to retaining defense counsel until such time as Grantee retains Counsel as required by this section. Corporation shall also have the right, at its option, to be represented by advisory counsel of their own selection and at their own expense, without waiving the foregoing.

10.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

- 11.1 The Grantee certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Grantee to suspension of payments, termination of Grant Agreement, and debarment and suspension actions.
- 11.2 All of the work performed under this Grant Agreement by Grantee shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the Corporation of San Antonio and County of Bexar. Additionally, Grantee shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Grantee must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Grantee hereunder originated. For example, CDBG Grantees are required to follow applicable CDBG regulations.

- 11.3 The Grantee warrants that any and all taxes that the Grantee may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Grant Agreement. The Grantee shall comply with all applicable local, state, and federal laws including, but not limited to:

- (A) worker's compensation;
- (B) unemployment insurance;
- (C) timely deposits of payroll deductions;
- (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for Grant Agreement or consultant work, non-employee compensation, etc;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

- 11.4 Grantee agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.
- 11.5 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Grantee receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Grantee shall repay all funds received under this Grant Agreement with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Grantee receiving notice from the Corporation of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price

subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

- 11.6 Grantee agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Grant Agreement as they may be promulgated.

XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon a Grant Agreement or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Grantee or the Corporation. For breach or violation of this warrant, the Corporation shall have the right to terminate this Grant Agreement without liability or, at its discretion, to deduct from the Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 12.2 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Grant Agreement. Grantee further covenants that in the performance of this Grant Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

- 12.3 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

- 12.4 No member of Corporation's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Grant Agreement shall:

(A) Participate in any decision relating to this Grant Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Grant Agreement or the proceeds thereof.

- 12.5 Grantee acknowledges that it is informed that the Corporation has determined that it will adopt and follow the Charter of the City of San Antonio and its Ethics Code which 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. As such, the above prohibitions apply to Corporation officers and employees.

An officer or employee has a "prohibited financial interest" in a contract with the Corporation or in the sale to the Corporation of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Grant Agreement or sale: A Corporation officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a Corporation Grant Agreement, a partner or a parent or subsidiary business entity.

- 12.6 Grantee warrants and certifies, and this Grant Agreement is made in reliance thereon, that neither the Grantee nor his or her spouse, parent, child, sibling or first-degree relative is a Corporation officer or employee as defined by Section 2-52 (e) of the Corporation Ethics Code. (If Grantee is a business entity, the Grantee representative further warrants and certifies that no Corporation officer or employee nor any spouse, parent, child sibling or first-degree relative of a Corporation officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair

market value of the business entity). Grantee further warrants and certifies that is has tendered to the Corporation a Discretionary Grant Agreements Disclosure Statement in compliance with the City's Ethics Code as adopted by the Corporation.

XIII. TERMINATION

- 13.1 Termination for Cause - Should the Grantee fail to fulfill, in a timely and proper manner, obligations under this Grant Agreement to include performance standards established by the Corporation, or if the Grantee should violate any of the covenants, conditions, or stipulations of the Grant Agreement, the Corporation shall thereupon have the right to terminate this Grant Agreement in whole or in part by sending written notice to the Grantee of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance, of its obligations for which final payment is sought.
- 13.2 Termination for Convenience - This Grant Agreement may be terminated in whole or in part when the Corporation determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the Corporation has insufficient revenue to satisfy the Corporation's liabilities hereunder. Such termination by Corporation shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Grantee shall also have the right to terminate this Grant Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, the Corporation may delay, suspend, limit, or cancel funds, rights or privileges herein given the Grantee for failure to comply with the terms and provisions of this Grant Agreement. Specifically, at the sole option of the Corporation, the Grantee may be placed on probation during which time the Corporation may withhold reimbursements in cases where it determines that the Grantee is not in compliance with this Grant Agreement. The Grantee shall not be relieved of liability to the Corporation for damages sustained by the Corporation by virtue of any breach of this Grant Agreement, and the Corporation may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the Corporation.
- 13.4 Should the Grantee be debarred by Corporation pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within Corporation's sole and absolute discretion, be grounds for termination for cause.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Grantee agrees that no funds provided from or through the Corporation shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Grant Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Grantee agrees that no funds provided under this Grant Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

- 14.3 The prohibitions set forth in sections 14.1 and 14.2 of Article XIV of this Grant Agreement include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (B) working or directing other personnel to work on any political activity during time paid for with Corporation funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
 - (D) using facilities or equipment paid for, in whole or in part with Corporation funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Grantee shall provide every member of its personnel paid out of Corporation funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Corporation. Grantee shall list the name and number of a contact person from the Corporation on the statement that Grantee's personnel can call to report said violations.
- 14.5 Grantee agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Grantee under this Grant Agreement may, at the Corporation's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Grantee and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Corporation funds.

XV. PERSONNEL MANAGEMENT

- 15.1 Grantee agrees that the job titles and descriptions set forth in the budget (Attachment I) that affect a salary or range increase may not be changed without justification and prior written approval from the Chief Executive Officer of the Corporation.
- 15.2 Chief Executive Officers (CEOs), directors and other supervisory personnel of Grantee may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Corporation funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Grantee agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Grant Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the Corporation or any other public entity; and

- (B) Grantee, at the Corporation's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the Corporation remains unresolved.

XVII. CORPORATION-SUPPORTED PROJECT

- 17.1 Grantee shall publicly acknowledge that this Project is supported by the Corporation. Throughout the term of this Grant Agreement, Grantee agrees to include written acknowledgment of the Corporation's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Grantee. Grantee shall obtain the Corporation's prior approval of the language and logo, as applicable, to be used.

XVIII. EQUIPMENT

- 18.1 Grantee shall retain ownership of all equipment/property purchased with funds received through the Corporation.
- 18.2 Grantee agrees that no equipment purchased with Corporation funds may be disposed of without receiving prior written approval from the Corporation. In cases of theft and/or loss of equipment, it is the responsibility of the Grantee to replace it with like equipment. Corporation funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Corporation funds.
- 18.3 Grantee shall maintain records on all items obtained with Corporation funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
 - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred from);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed items and disposition
- 18.4 The Grantee is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Corporation funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Grantee shall make such reports immediately and shall notify and deliver a copy of the official report to the Corporation within seventy-two (72) hours from the date that Grantee discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Grantee to the Corporation shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
 - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 18.5 All equipment purchased under this Grant Agreement shall be fully insured by Grantee against fire, loss and theft.
- 18.6 The Grantee shall provide an annual inventory of assets purchased with funds received through the Corporation to the Corporation.

XIX. TRAVEL

- 19.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.
- 19.2 Grantee agrees that mileage reimbursement paid to Grantee's employees shall be reimbursed at a rate no more liberal than the Corporation's policy for mileage reimbursement, which is consistent with IRS rules. Grantee further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for Corporation inspection, if requested. Mileage records are subject to spot-checks by the Corporation. Grantee shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Grantee.
- 19.3 Grantee agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Grant Agreement, Grantee shall 1) provide Corporation with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the Corporation's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XX. USE OF FUNDS

- 20.1 Grantee agrees that funds may only be used for the Project and that the purpose of this grant is to support the expansion opportunities that increase the number of students served in a high quality prekindergarten or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increased/improved parent involvement, decreased class size or teacher/student ratio, or other research-based best practices.
- 20.2 Grantee agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXI. DEBARMENT

- 21.1 Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.
- 21.2 Grantee shall provide immediate written notice to Corporation, in accordance with the notice requirements of Article XXV herein, if, at any time during the term of the Grant Agreement, including any renewals hereof, Grantee learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXII. ASSIGNMENT

- 22.1 Grantee shall not assign nor transfer Grantee's interest in this Grant Agreement or any portion thereof without the written consent of the Corporation Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIII. AMENDMENT

- 23.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both Corporation and Grantee and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Chief Executive Officer of the Corporation shall have the authority to execute an amendment of this Grant Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Grant Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Grant Agreement or (b) \$50,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without Corporation Council approval pursuant to this subsection during the term of this Grant Agreement shall not exceed the foregoing amount;
 - (B) modifications to the Project set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Project;
 - (C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Grant Agreement remains unchanged (these modifications may be accomplished through Budget revisions);
 - (D) modifications to the insurance provisions described in Article IX of this Grant Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Chief Executive Officer of the Corporation; or
 - (E) reductions to Article I Scope of Work and Article III Grant Funds in order to comply with Section 3.3.

XXIV. SUBCONTRACTING

- 24.1 Grantee has the exclusive right to select subcontractors for the Project. Pre-K 4 SA has not earmarked the use of the grant funds for any specific subcontractor. Grantee is responsible for ensuring that all subcontractors use grant funds consistent with the Grant Agreement and the proposal. Neither Grantee nor subcontractor may make any statements or otherwise imply to donors, investors, media or the general public that Pre-K 4 SA directly funds the activities of any subcontractor. Any agreements with subcontractors engaged to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of Pre-K 4 SA. You may state that Grantee is Pre-K 4 SA's grantee and that you are a subcontractor of Grantee."
- 24.4 Grantee certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any city, state or federal program.

XXV. OFFICIAL COMMUNICATIONS

- 25.1 For purposes of this Grant Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

Corporation:

Chief Executive Officer
7031 South New Braunfels
San Antonio, Texas 78223

Grantee:

Chief Executive Officer/CEO/President
Agency Name
Agency Address
San Antonio, Texas

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVI. VENUE

- 26.1 Grantee and Corporation agree that this Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Grant Agreement or adjudicate any dispute arising out of this Grant Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Grant Agreement shall lie exclusively in Bexar County, Texas.

XXVII. GENDER

- 27.1 Words of any gender used in this Grant Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVIII. AUTHORITY

- 28.1 The signer of this Grant Agreement for Grantee represents, warrants, assures and guarantees that he has full legal authority to execute this Grant Agreement on behalf of Grantee and to bind Grantee to all of the terms, conditions, provisions and obligations herein contained. Grantee shall provide evidence to Corporation upon execution of this Grant Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the Corporation in its application for funding. Whether a non-profit or for-profit entity, Grantee must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Grantee shall provide Corporation verification of the foregoing requirements no later than the execution date of this Grant Agreement.

XXIX. LICENSES AND TRAINING

- 29.1 Grantee warrants and certifies that Grantee's employees and subcontractors have the requisite training, license or certification to provide the services required under this Grant Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXX. INDEPENDENT CONTRACTOR

- 30.1 It is expressly understood and agreed that the Grantee is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the Corporation shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 30.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 30.3 Any and all of the employees of the Grantee, wherever located, while engaged in the performance of any work required by the Corporation under this Grant Agreement shall be considered employees of the

Grantee only, and not of the Corporation, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Grantee.

XXXI. SEVERABILITY

- 31.1 If any clause or provision of this Grant Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Corporation Charter, Corporation Code, or ordinances of Corporation, 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 Grant 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 Grant Agreement that is invalid, illegal or unenforceable, there be added as a part of this Grant 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.

XXXII. ENTIRE GRANT AGREEMENT

- 32.1 This Grant Agreement and its attachments, if any, constitute the entire and integrated Grant Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or Grant Agreements, either oral or written.

[SIGNATURES ON SEPARATE PAGE]

In witness of which this Grant Agreement has been executed effective the _____ day of _____, _____.

CORPORATION:

GRANTEE:

[insert Grantee name]

Kathleen Bruck, CEO
CITY OF SAN ANTONIO EARLY
CHILDHOOD EDUCATION MUNICIPAL
DEVELOPMENT CORPORATION

[insert name and title]

APPROVED AS TO FORM:

Corporation Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Project Scope of Work and Budget

Attachment II – Milestones and Reports

Exhibit C: Childcare Center Contract Template Agreement

Grant #

The San Antonio Early Childhood Education Municipal Development Corporation, a Texas Municipal Development Corporation ("Corporation") hereby selects _____ (*identify type of entity*) ("Grantee") as a Competitive Education Grants for Pre-K Four Programs recipient. Corporation awards Grantee equipment and services with a value not to exceed \$ _____. This agreement (the "Grant Agreement") between Corporation and Grantee contains the terms and conditions of this Grant.

I. SCOPE OF WORK

- 1.1 The public purpose of this Grant is to support the expansion of opportunities that increase the number of students served in a high quality prekindergarten program or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increase/improve parent involvement, decrease class size or teacher/student ratio, or other research-based best practices, as described in Grantee's proposal (the "Proposal") and budget (the "Budget") dated _____ (together, the "Project"). The Grantee will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the Corporation and in compliance with the Project as attached hereto and incorporated herein as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Grant Agreement shall begin on July 1, 2016 and shall terminate on June 30, 2017. The CEO, or her designee, is authorized to exercise an option for a one year renewal with each recipient.

III. GRANT FUNDS

- 3.1 Corporation will provide equipment and services as identified for the Project in accordance with the budget approved for the Project by the Corporation and all subsequently authorized amendments to the same. It is specifically agreed that the value of the grant hereunder shall not exceed the combined total amount of _____. It is expressly understood and agreed by the Grantee and Corporation that the Corporation's obligations under this Grant are contingent upon the actual receipt of adequate revenue, as applicable, to meet Corporation's liabilities hereunder. Should the Corporation not receive sufficient funds to make payments pursuant to this Grant or should awarded Grant Funds be reduced, Corporation shall notify Grantee in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Grant or reduce the Project and Grant Funds accordingly. Funds are intended to supplement, not supplant other funding sources available to Grantee including private, federal, state, or local funds. Grant Funds are meant to add to, enhance, expand, increase, or extend the programs and services offered by Grantee with other fund sources and Grant Funds shall not supplant other funds used to offer those programs and services. In the event that Grant Funds are utilized to pay 100 percent of an employee's salary, that employee must expend 100 percent of his/her time on Grant related activities.
- 3.2 The funding level of this Grant Agreement is based on an allocation from City of San Antonio sales tax revenue.
- 3.3 It is expressly understood and agreed by the Grantee that the Corporation expects to pay all obligations of this Agreement from a 1/8th cent sales tax approved by the voters of the City of San Antonio. Accordingly, if funding is not received by Corporation in a sufficient amount to pay any of its obligations under the terms of this Agreement, or if the collection of sales tax is terminated, then this Agreement will terminate and neither Corporation nor Grantee will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement; provided however, that lack of funding will not excuse payment for services rendered or performed.

IV. CORPORATION OBLIGATION

- 4.1 Grantee agrees that the Corporation's liability hereunder is limited to providing equipment and services in accordance with the terms of this Grant Agreement. Approved budget revisions and Grant Agreement amendments modify the Budget attached hereto, and in such cases Grantee's requested revisions must be consistent with the last revised, approved budget. Approved budget revisions and Grant Agreement amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Grant Agreement to the budget shall mean the budget as revised through approved budget revisions or Grant Agreement amendments. In no event shall the Corporation be liable for any cost of Grantee For purposes of this Grant Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council or Corporation for Corporation employees.
- 4.2 Grantee agrees that the Corporation shall not be obligated to any third parties of Grantee (including any subcontractors or third party beneficiaries of Grantee) under this Grant Agreement.
- 4.3 Grantee agrees that prior to the provision of any equipment or any services under this Grant Agreement, and throughout the term of this Grant Agreement, Grantee shall maintain financial stability and operate in a fiscally responsible and prudent manner. Grantee agrees that the Corporation may immediately terminate this Grant Agreement if the Corporation finds, as solely determined by the Corporation, that Grantee is in such unsatisfactory financial condition as to endanger performance under this Grant Agreement. The Corporation may consider evidence such as the apparent inability of Grantee to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Grantee. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Grantee, the appointment of a trustee, receiver or liquidator for all or a substantial part of Grantee's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Grantee. Grantee shall provide any records requested by Corporation that Corporation deems necessary to make such a determination.

V. REPORTS AND DATA

- 5.1 Grantee shall provide certain deliverables and meet milestones for this Grant as more specifically provided for in Attachment II attached hereto. Where indicated, Corporation's payment is contingent upon satisfaction of the listed deliverable and/or milestone. Corporation may authorize changes to the payment and reporting schedules when appropriate. Corporation will confirm any such changes in writing.
- 5.2 The Grantee shall submit to the Corporation such reports as may be required by the Corporation. At the start of the Grant Agreement term, Corporation will provide Grantee with the required report templates including, but not limited to monitoring reports containing projected performance measures developed by the Grant Agreement monitoring staff. Grantee shall submit completed reports within 30 days of the deadline established by the Grant Agreement monitoring staff. The Grantee ensures that all information contained in all required reports submitted to Corporation is accurate and support documentation shall be maintained.
- 5.3 In addition to the reporting requirements, Corporation may, at its discretion, request Grantee and its subcontractors to participate in additional data gathering including, but not limited to: (i) participate in surveys; (ii) respond to requests for information; and (iii) provide certain data to Corporation or its external partners for additional research and evaluation during the Grant Period and for a period of five (5) years following the Grant Period. Such data may include certain school and/or district data (including classification, demographic, and achievement data), certain aggregate and non-personally identifiable teacher data (including number of years of experience, tenure, valuation, and staffing data). Grantee and its subcontractors agree to reasonably comply with such requests and that Corporation may disseminate such

data and research results. Unless otherwise specified in writing, Corporation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered “personally identifiable”.

- 5.4 Corporation values research and evaluation of the projects it funds. Grantee agrees to inform Corporation of any research or evaluation it conducts or commissions regarding the Project and to provide to Corporation a copy of any report or findings from the research or evaluation. Corporation may also conduct or commission research or evaluation related to this Project. Grantee agrees to (a) allow and facilitate Corporation and/or its evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit Corporation to disseminate the results of the research or evaluation. Corporation and/or its evaluation partner will provide appropriate privacy and other protections to participants.
- 5.5. Corporation values knowledge capture and dissemination as an important aspect of the projects it funds. This often includes site visits from Corporation staff and partners and convening groups of grantees to share lessons learned and challenges in implementing various initiatives. Grantee agrees to allow Corporation and its partners to make site visits and agree to participate in any convening groups, if required by Corporation.

VI. ADMINISTRATION OF GRANT AGREEMENT

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Grant Agreement or its governing rules, regulations, laws, codes or ordinances, the Corporation, through its CEO, is the party ultimately responsible for all matters of compliance with Corporation rules and regulations and the Grantor’s rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.
- 6.2 Grantee shall not use funds awarded from this Grant Agreement as matching funds for any federal, state or local grant without the prior written approval of the Chief Executive Officer of the Corporation.
- 6.3 The Corporation shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Grantee for the administration of this Grant Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Grant Agreement.
- 6.5 The Grantee Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Grantee’s employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Corporation upon request by the Corporation.

VII. AUDIT

- 7.1 The Corporation reserves the right to conduct, or cause to be conducted an audit or review of all equipment, property or assets received under this Grant Agreement at any and all times deemed necessary by Corporation. The Corporation Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the Corporation, may perform such audit(s) or reviews. The Corporation reserves the right to determine the scope of every audit. In accordance herewith, Grantee agrees to make available to Corporation all accounting and Project records.

Grantee shall during normal business hours, and as often as deemed necessary by Corporation and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered

by this Grant Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Grant Agreement. Said records shall be maintained for the required period beginning immediately after Grant Agreement expiration, save and except when there is litigation or if the audit report covering such Grant Agreement has not been accepted, then the Grantee shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Grantee in accounting for expenses incurred under this Grant Agreement, Grant Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Grant Agreement.

The Corporation may, in its sole and absolute discretion, require the Grantee to use any and all of the Corporation's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Grant Agreement, and the Grantee shall abide by such requirements.

- 7.2 When an audit or examination determines that the Grantee has expended funds or incurred costs which are questioned by the Corporation and/or the applicable state or federal governing agency, the Grantee shall be notified and provided an opportunity to address the questioned expenditure or costs.

Grantee agrees and understands that all expenses associated with the collection of delinquent debts owed by Grantee shall be the sole responsibility of the Grantee and shall not be paid from any Project funds received by the Grantee under this Grant Agreement.

- 7.3 If the Corporation determines, in its sole discretion, that Grantee is in violation of the above requirements, the Corporation shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Grantee pay for such audit from non-Corporation resources.

VIII. RECORDS AND COPYRIGHTS

- 8.1 The Corporation is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Corporation, the Grantee shall furnish to the Corporation and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the Corporation and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Grant Agreement.
- 8.2 Grantee agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from Corporation including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Grant Agreement. Upon expiration or early termination of this Grant Agreement, Grantee shall return to Corporation all copies of materials related to the Project, including the Confidential Information.
- 8.3 The Public Information Act, Government Code Section 552.021, requires the Corporation to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Grantee receives inquiries regarding documents within its possession pursuant to this Grant Agreement, Grantee shall within twenty-four (24) hours of receiving the requests forward such requests to Corporation for disposition. If the requested information is confidential pursuant to state or federal law, the

Grantee shall submit to Corporation the list of specific statutory authority mandating confidentiality no later than three (3) business days of Grantee's receipt of such request.

- 8.4 In accordance with Texas law, Grantee acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Grantee agrees that no such local government records produced by or on the behalf of Grantee pursuant to this Grant Agreement shall be the subject of any copyright or proprietary claim by Grantee.

Grantee acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Grant Agreement, shall belong to and is the property of Corporation and shall be made available to the Corporation at any time. Grantee further agrees to turn over to Corporation all such records upon expiration or early termination of this Grant Agreement, if requested by the Corporation. Grantee agrees that it shall not, under any circumstances, release any records created during the course of performance of the Grant Agreement to any entity without the written permission of the Chief Executive Officer of the Corporation, unless required to do so by a court of competent jurisdiction. The Corporation shall be notified of such request as set forth in Article VIII., section 8.4 of this Grant Agreement.

- 8.5 Ownership of Intellectual Property. Grantee and Corporation agree that the Project shall be and remain the sole and exclusive proprietary property of Corporation. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in Corporation. Grantee hereby grants, sells, assigns, and conveys to Corporation all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in Corporation. Grantee agrees to execute all documents reasonably requested by Corporation to perfect and establish Corporation's right to the Intellectual Property Rights. In the event Corporation shall be unable, after reasonable effort, to secure Grantee's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Grantee hereby irrevocably designates and appoints Corporation and its duly authorized officers and agents as Grantee's agent and attorney-in-fact, to act for and in Grantee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Grantee. Provided, however, nothing herein contained is intended nor shall it be construed to require Grantee to transfer any ownership interest in Grantee's best practice and benchmarking information to the Corporation.

- 8.6 Within a period not to exceed 90 days from the expiration or early termination date of the Grant Agreement, Grantee shall submit all final client and/or fiscal reports and all required deliverables to Corporation. Grantee understands and agrees that in conjunction with the submission of the final report, the Grantee shall execute and deliver to Corporation a receipt for all sums and a release of all claims against the Project.

- 8.7 Grantee shall provide to the Corporation all information requested by the Corporation relating to the Grantee's Board functions, if applicable. Information required for submission shall include but may not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);

(B) Current Bylaws and Charter;

- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Grantee's board; and
- (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.8 Grantee agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Grant Agreement.

IX. INSURANCE

9.1 Grantee agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Grant Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Corporation, which shall be clearly labeled "insert name of project/Grant Agreement" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Corporation will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Corporation. The Corporation shall have no duty to pay or perform under this Grant Agreement until such certificate and endorsements have been received and approved by the Corporation. No officer or employee, other than the Corporation's Risk Manager, shall have authority to waive this requirement.

(B) The Corporation reserves the right to review the insurance requirements of this Article during the effective period of this Grant Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Corporation's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. In no instance will Corporation allow modification whereby Corporation may incur increased risk.

(C) A Grantee's financial integrity is of interest to the Corporation; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the Corporation, Grantee shall obtain and maintain in full force and effect for the duration of this Grant Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$100,000/\$500,000/\$100,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractor c. Products/Completed Operations d. Personal / Advertising Injury **e. Sexual Abuse / Molestation	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$300,000 per occurrence/aggregate
4. Business Automobile Liability*** a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles d. Medical Payments	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$300,000 per occurrence
** Required for projects involving services to	

children *** Required if vehicle is used to transport children	
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(D) Grantee agrees to require, by written Grant Agreement, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the Corporation as additional insureds. Policy limits of the coverages carried by subcontractor will be determined as a business decision of Grantee. Grantee shall provide the Corporation with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Corporation's Risk Manager, without subsequent Corporation Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Grant Agreement. Such modification may be enacted by letter signed by Corporation's Risk Manager, which shall become a part of the Grant Agreement for all purposes.

(E) As they apply to the limits required by the Corporation, the Corporation shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Grantee shall be required to comply with any such requests and shall submit requested documents to Corporation at the address provided below within 10 days. Grantee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(F) Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Corporation, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under Grant Agreement with the Corporation, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Corporation of San Antonio where the Corporation is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Corporation;
- Provide advance written notice directly to Corporation of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to Corporation. Corporation shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this Grant Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Grant Agreement.

(H) In addition to any other remedies the Corporation may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Corporation shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractor's performance of the work covered under this Grant Agreement.

(J) It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Corporation of San Antonio for liability arising out of operations under this Grant Agreement.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Grant Agreement and that no claim or action by or on behalf of the Corporation shall be limited to insurance coverage provided.

(L) Grantee and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 GRANTEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

GRANTEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CORPORATION and the elected officials, employees, officers, directors, volunteers and representatives of the CORPORATION, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CORPORATION directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this GRANT AGREEMENT, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this GRANT AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CORPORATION, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT GRANTEE AND CORPORATION 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 CORPORATION UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

GRANTEE shall advise the CORPORATION in writing within 24 hours of any claim or demand against the CORPORATION or GRANTEE known to GRANTEE related to or arising out of GRANTEE'S activities under this GRANT AGREEMENT.

- 10.2 Defense Counsel - Grantee shall retain defense counsel within seven (7) business days of Corporation's written notice that Corporation is invoking its right to indemnification under this Contract. If Grantee fails to retain Counsel within such time period, Corporation shall have the right to retain defense counsel on its own behalf, and Grantee shall reimburse Corporation for all costs related to retaining defense counsel until such time as Grantee retains Counsel as required by this section. Corporation shall also have the right, at its option, to be represented by advisory counsel of their own selection and at their own expense, without waiving the foregoing.

- 10.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any subcontractor under worker's compensation or other employee benefit acts.

XI. APPLICABLE LAWS

- 11.1 The Grantee certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Grantee to suspension of payments, termination of Grant Agreement, and debarment and suspension actions.
- 11.2 All of the work performed under this Grant Agreement by Grantee shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the Corporation of San Antonio and County of Bexar. Additionally, Grantee shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Grantee must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Grantee hereunder originated. For example, CDBG Grantees are required to follow applicable CDBG regulations.

- 11.3 The Grantee warrants that any and all taxes that the Grantee may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Grant Agreement. The Grantee shall comply with all applicable local, state, and federal laws including, but not limited to:

- (A) worker's compensation;
- (B) unemployment insurance;
- (C) timely deposits of payroll deductions;
- (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for Grant Agreement or consultant work, non-employee compensation, etc;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

- 11.4 Grantee agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.
- 11.5 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Grantee receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Grantee shall repay all funds received under this Grant Agreement with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Grantee receiving notice from the Corporation of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants,

loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

- 11.6 Grantee agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Grant Agreement as they may be promulgated.

XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon a Grant Agreement or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Grantee or the Corporation. For breach or violation of this warrant, the Corporation shall have the right to terminate this Grant Agreement without liability or, at its discretion, to deduct from the Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 12.2 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Grant Agreement. Grantee further covenants that in the performance of this Grant Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

- 12.3 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

- 12.4 No member of Corporation's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Grant Agreement shall:

(A) Participate in any decision relating to this Grant Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Grant Agreement or the proceeds thereof.

- 12.5 Grantee acknowledges that it is informed that the Corporation has determined that it will adopt and follow the Charter of the City of San Antonio and its Ethics Code which 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. As such, the above prohibitions apply to Corporation officers and employees.

An officer or employee has a "prohibited financial interest" in a contract with the Corporation or in the sale to the Corporation of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Grant Agreement or sale: A Corporation officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a Corporation Grant Agreement, a partner or a parent or subsidiary business entity.

- 12.6 Grantee warrants and certifies, and this Grant Agreement is made in reliance thereon, that neither the Grantee nor his or her spouse, parent, child, sibling or first-degree relative is a Corporation officer or employee as defined by Section 2-52 (e) of the Corporation Ethics Code. (If Grantee is a business entity, the Grantee representative further warrants and certifies that no Corporation officer or employee nor any spouse, parent, child sibling or first-degree relative of a Corporation officer or employee owns ten (10)

percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Grantee further warrants and certifies that is has tendered to the Corporation a Discretionary Grant Agreements Disclosure Statement in compliance with the City's Ethics Code as adopted by the Corporation.

XIII. TERMINATION

- 13.1 Termination for Cause - Should the Grantee fail to fulfill, in a timely and proper manner, obligations under this Grant Agreement to include performance standards established by the Corporation, or if the Grantee should violate any of the covenants, conditions, or stipulations of the Grant Agreement, the Corporation shall thereupon have the right to terminate this Grant Agreement in whole or in part by sending written notice to the Grantee of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance, of its obligations for which final payment is sought.
- 13.2 Termination for Convenience - This Grant Agreement may be terminated in whole or in part when the Corporation determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the Corporation has insufficient revenue to satisfy the Corporation's liabilities hereunder. Such termination by Corporation shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Grantee shall also have the right to terminate this Grant Agreement and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the Corporation alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Grantee's performance upon which final payment is conditioned shall include, but not be limited to, the Grantee's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, the Corporation may delay, suspend, limit, or cancel funds, rights or privileges herein given the Grantee for failure to comply with the terms and provisions of this Grant Agreement. Specifically, at the sole option of the Corporation, the Grantee may be placed on probation during which time the Corporation may withhold reimbursements in cases where it determines that the Grantee is not in compliance with this Grant Agreement. The Grantee shall not be relieved of liability to the Corporation for damages sustained by the Corporation by virtue of any breach of this Grant Agreement, and the Corporation may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the Corporation.
- 13.4 Should the Grantee be debarred by Corporation pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within Corporation's sole and absolute discretion, be grounds for termination for cause.

XIV. RESERVED

XV. RESERVED

XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Grantee agrees to comply with the following special provisions:

- (A) Grantee, at the Corporation's option, could be ineligible for consideration to receive any future grant awards while any adversarial proceedings against the Corporation remain unresolved.

XVII. CORPORATION-SUPPORTED PROJECT

- 17.1 Grantee shall publicly acknowledge that this Project is supported by the Corporation. Throughout the term of this Grant Agreement, Grantee agrees to include written acknowledgment of the Corporation's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Grantee. Grantee shall obtain the Corporation's prior approval of the language and logo, as applicable, to be used.

XVIII. EQUIPMENT

- 18.1 Grantee shall retain ownership of all equipment/property purchased with funds received through the Corporation.
- 18.2 Grantee agrees that no equipment purchased with Corporation funds may be disposed of without receiving prior written approval from the Corporation. In cases of theft and/or loss of equipment, it is the responsibility of the Grantee to replace it with like equipment. Corporation funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Corporation funds.
- 18.3 Grantee shall maintain records on all items obtained with Corporation funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
 - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred from);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed items and disposition
- 18.4 The Grantee is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Corporation funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Grantee shall make such reports immediately and shall notify and deliver a copy of the official report to the Corporation within seventy-two (72) hours from the date that Grantee discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Grantee to the Corporation shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
 - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 18.5 All equipment purchased under this Grant Agreement shall be fully insured by Grantee against fire, loss and theft.
- 18.6 The Grantee shall provide an annual inventory of assets purchased with funds received through the Corporation to the Corporation.

XIX. RESERVED

XX. USE OF EQUIPMENT AND SERVICES

- 20.1 Grantee agrees that equipment and services provided through this grant agreement may only be used for the Project and that the purpose of this grant is to support the expansion opportunities that increase the number of students served in a high quality prekindergarten or increase the length of the school day for existing students in a high quality prekindergarten program and/or enhancement opportunities that improve the quality of education in an existing program through improved curriculum/assessment, increased professional development opportunities above the existing scope of Pre-K 4 SA Professional Development series, increased/improved parent involvement, decreased class size or teacher/student ratio, or other research-based best practices.

XXI. DEBARMENT

- 21.1 Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.
- 21.2 Grantee shall provide immediate written notice to Corporation, in accordance with the notice requirements of Article XXV herein, if, at any time during the term of the Grant Agreement, including any renewals hereof, Grantee learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXII. ASSIGNMENT

- 22.1 Grantee shall not assign nor transfer Grantee's interest in this Grant Agreement or any portion thereof without the written consent of the Corporation Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIII. AMENDMENT

- 23.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both Corporation and Grantee and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Chief Executive Officer of the Corporation shall have the authority to execute an amendment of this Grant Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Grant Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Grant Agreement or (b) \$50,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without Corporation Council approval pursuant to this subsection during the term of this Grant Agreement shall not exceed the foregoing amount;
 - (B) modifications to the Project set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Project;
 - (C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Grant Agreement remains unchanged (these modifications may be accomplished through Budget revisions);
 - (D) modifications to the insurance provisions described in Article IX of this Grant Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Chief Executive Officer

of the Corporation; or

(E) reductions to Article I Scope of Work and Article III Grant Funds in order to comply with Section 3.3.

XXIV. SUBCONTRACTING

- 24.1 Grantee has the exclusive right to select subcontractors for the Project. Pre-K 4 SA has not earmarked the use of the grant funds for any specific subcontractor. Grantee is responsible for ensuring that all subcontractors used in conjunction with the Grant perform in a manner consistent with the Grant Agreement and the proposal. Neither Grantee nor subcontractor may make any statements or otherwise imply to donors, investors, media or the general public that Pre-K 4 SA directly funds the activities of any subcontractor. Any agreements with subcontractors engaged to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of Pre-K 4 SA. You may state that Grantee is Pre-K 4 SA's grantee and that you are a subcontractor of Grantee.
- 24.4 Grantee certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any city, state or federal program.

XXV. OFFICIAL COMMUNICATIONS

- 25.1 For purposes of this Grant Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

Corporation:

Chief Executive Officer
7031 South New Braunfels
San Antonio, Texas 78223

Grantee:

Chief Executive Officer/CEO/President
Agency Name
Agency Address
San Antonio, Texas

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVI. VENUE

- 26.1 Grantee and Corporation agree that this Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Grant Agreement or adjudicate any dispute arising out of this Grant Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Grant Agreement shall lie exclusively in Bexar County, Texas.

XXVII. GENDER

- 27.1 Words of any gender used in this Grant Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVIII. AUTHORITY

- 28.1 The signer of this Grant Agreement for Grantee represents, warrants, assures and guarantees that he has full legal authority to execute this Grant Agreement on behalf of Grantee and to bind Grantee to all of the terms, conditions, provisions and obligations herein contained. Grantee shall provide evidence to Corporation upon execution of this Grant Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the Corporation in its application for funding. Whether a non-profit or for-profit entity, Grantee must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Grantee shall provide Corporation verification of the foregoing requirements no later than the execution date of this Grant Agreement.

XXIX. LICENSES AND TRAINING

- 29.1 Grantee warrants and certifies that Grantee's employees and subcontractors have the requisite training, license or certification to provide the services required under this Grant Agreement, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXX. INDEPENDENT CONTRACTOR

- 30.1 It is expressly understood and agreed that the Grantee is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the Corporation shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 30.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 30.3 Any and all of the employees of the Grantee, wherever located, while engaged in the performance of any work required by the Corporation under this Grant Agreement shall be considered employees of the Grantee only, and not of the Corporation, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Grantee.

XXXI. SEVERABILITY

- 31.1 If any clause or provision of this Grant Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Corporation Charter, Corporation Code, or ordinances of Corporation, 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 Grant 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 Grant Agreement that is invalid, illegal or unenforceable, there be added as a part of this Grant 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.

XXXII. ENTIRE GRANT AGREEMENT

- 32.1 This Grant Agreement and its attachments, if any, constitute the entire and integrated Grant Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or Grant Agreements, either oral or written.

[SIGNATURES ON SEPARATE PAGE]

In witness of which this Grant Agreement has been executed effective the _____ day of _____, _____.

CORPORATION:

GRANTEE:

[insert Grantee name]

Kathleen Bruck, CEO
CITY OF SAN ANTONIO EARLY
CHILDHOOD EDUCATION MUNICIPAL
DEVELOPMENT CORPORATION

[insert name and title]

APPROVED AS TO FORM:

Corporation Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Project Scope of Work and Budget
Attachment II – Milestones and Reports