



February 6, 2026 before 2:00pm CST. Once all the grants have been awarded and disbursed, Contractor shall compile a Final Grants Analysis Report for each subprogram, due to EDD no later than February 6, 2026, which shall include, at a minimum, the grant and business information listed in the attached Scope of Services.

3.3 In addition to weekly reports and updates, City shall have authority to inspect Contractor's activities pursuant to this Agreement to ensure compliance with this Agreement and to ensure proper usage of City funds in accordance with the Scope of Services. This includes, but is not limited to, an audit of an up to 15% sample of applicants, selected recipients, and actual grant awards for the purpose of evaluating the accuracy of application scoring and award selection.

3.4 Contractor shall conduct at least one site visit to each recipient of a Accelerate Recovery Grant (Post-Construction) within 90 days of grant fund disbursement to such recipient business to verify its completion of eligible fund use. Towards that end, Contractor shall take and submit at least three (3) photos of the improvement(s) made to the exterior and/or interior of the grant recipient's business establishment that evidence eligible use in accordance with **Exhibit B. Program Guidelines**.

3.5 Contractor shall administer three follow-up surveys (6, 18, and 36 month) of grant awardees to collect the data related to the Program Outcomes Report indicated in Attachment A: Scope of Services. Contractor shall provide final 6, 18, and 36 month version of survey questions to Economic Development Department by September 30, 2025. The six (6) month Outcomes Report is due on or before April 30, 2026 and the eighteen (18) month Program Outcome Report is due on or before April 30, 2027, and the thirty-six (36) month Program Outcome Report is due on or before April 30, 2028.

3.6 Contractor agrees to abide by the City's current Ethics Code or any amendment or revisions thereto. Contractor will establish safeguards to prohibit anyone whose position is funded or partially funded by this Agreement from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family business or other ties. City, may, at its option, cancel this Agreement for any violation of this section.

3.7 All work performed by Contractor hereunder shall be performed to the reasonable satisfaction of the Economic Development Department Director. City shall be under no obligation to pay for any work performed by Contractor which is not reasonably satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be reasonably satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any work deemed reasonably unsatisfactory, should City elect not to terminate.

3.7 In performing the services required hereunder, Contractor shall:

3.7.1 Process, store, and transmit all sensitive data (particularly Sensitive PII as defined in Section 521 of the Texas Business And Commerce Code) captured in the performance of this Agreement in a secure manner and with appropriate technical and procedural controls, as set forth in City's Administrative Directives 7.3a Data Security and 7.12 Data Governance, attached and incorporated herein for all purposes as Exhibit D. City of San Antonio Data Policies. All file transmission shall be protected using a mutually-agreed-upon transmission method, which must be proposed to and approved by City within 15 days of execution of this Agreement. At any time, the City may request that Contractor provide evidence of its technical and procedural controls in a timely fashion, including

but not limited to security awareness training programs, encryption protocols, and cybersecurity policies and procedures.

3.7.2 Ensure that any organizations or agencies that Contractor works with to perform the services required hereunder also adhere to and implement the technical requirements set out in this Section 3.7.

**IV. PROGRAM FUNDING AND COMPENSATION TO CONTRACTOR**

4.1 City has committed and agrees to provide Contractor an amount not to exceed ONE MILLION THREE HUNDRED THOUSAND EIGHT-FIVE DOLLARS AND NO CENTS (\$1,385,000.00) in connection with the Scope of Services attached hereto and incorporated herein as Attachment A, and for the purposes identified in 4.2 and 4.3 below.

<b>Line Item</b>	<b>Amount</b>
Total Direct Grant Assistance to Small Businesses <ul style="list-style-type: none"> <li>• Mitigation Construction Grant (\$80,000)</li> <li>• Stabilization Construction Grant (\$1,000,000)</li> <li>• Accelerate Recovery Construction Grant (\$120,000)</li> </ul>	\$1,200,000.00
<i>LiftFund Administration Expenses</i>	<i>\$185,000.00</i>
<b>Total:</b>	<b>\$1,385,000.00</b>

4.2 Contractor shall utilize up to \$1,200,000.00 in funding for Direct Grant Assistance, which shall be awarded and disbursed in accordance with the Program Guidelines within the disbursement timeline set forth in Exhibit B. Program Guidelines, with full award and disbursement of funds occurring no later than September 30, 2025. Funding shall be disbursed to Contractor in up to six installments as follows:

4.2.1 \$560,000.00 no later than May 5, 2025, to be used for direct grant assistance in accordance with the Stabilization Construction (“SC”) and Accelerate Recovery Construction (“ARC”) Grant Programs, provided all pre-award deliverables have been submitted and approved, including but not limited to, website design, program application, promotional plan, and grant recipient agreement, as outlined in the Scope of Services.

4.2.2 \$40,000.00 no later than June 5, 2025, to be used for direct grant assistance in accordance with the Mitigation Construction (“MC”) Grant Program guidelines.

4.2.3 \$280,000.00 for use in providing further direct grant assistance in accordance with the SC and ARC Grant Programs, provided Contractor has submitted a Grant Analysis report evidencing full and complete award and fund disbursement under Section 4.2.1, as well as its selection of next awardees for the SC and ARC Grant Programs.

4.2.4 \$20,000.00 for use in providing further direct grant assistance in accordance with the MC Grant Program, provided Contractor has submitted a Grant Analysis report evidencing full and complete award and fund disbursement under Section 4.2.2, as well as its selection of next awardees for the MC Grant Program.

4.2.5 \$280,000.00 for use in providing further direct grant assistance in accordance with the SC and ARC Grant Programs, provided Contractor has submitted a Grant Analysis report evidencing full and complete award and fund disbursement under Section 4.2.3, as well as its selection of next awardees for the SC and ARC Programs.

4.2.6 \$20,000.00 for use in providing further direct grant assistance in accordance with the MC Grant Programs, provided Contractor has submitted a Grant Analysis report evidencing full and complete award and fund disbursement under Section 4.2.4, as well as its selection of next awardees for the MC Grant Program.

4.3 Contractor shall be paid an administrative fee of up to \$185,000.00 in connection with the Scope of Services attached hereto and incorporated as Attachment A. Funding shall be disbursed to Contractor in two installments as follows:

4.3.1 \$92,500.00 within 30 days of execution of this Agreement, provided however, that Contractor submits completed endorsements and Certificate(s) of Insurance as required in Article XIII Insurance. Submission of Certificate(s) shall occur no later than ten (10) days from execution of this Agreement. City reserves the right to request, at any time prior to its final installment, a line item detail for use of funds in connection with this Section 4.3.1, which may include but not limited to, a breakdown of eligible cost category use, dollar amount associated and identification of the corresponding subprogram(s).

4.3.2 \$92,500.00 upon successful disbursement of all Direct Grant Assistance and completion of site visits under the ARC Grant Program in accordance with the Scope of Services and Program Guidelines to be completed no later than February 6, 2026. Contractor understands and agrees that compensation under this section 3.3.2 includes payment for work that may occur after this final installment and for obligations intended to survive termination of the Agreement, including, but not limited to, submission of the Final Grants Analysis Report for all subprograms to Director, as described in Section 3.2.

4.4 Prior to disbursement of funding from City, Contractor shall submit an invoice summarizing the status of deliverables and attach supporting documentation providing detail. The invoice should indicate whether the amounts invoiced are related to funds for direct grant assistance awards under Section 4.2 or for the administrative fee under Section 4.3. Consultant agrees that funds provided for administration costs may only be used for those permitted cost categories detailed in Exhibit B.

4.5 Contractor shall submit invoices to City, in a form acceptable to City of San Antonio, Accounts Payable section of the Finance Department. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, email address: accounts.payable@sanantonio.gov, with a copy to City of San Antonio, Economic Development Department, P.O. Box 839966, San Antonio, Texas 78283-3966 for approval by the Director.

4.6 Contractor agrees that funds provided by City for Direct Grant Assistance shall be kept and apart from Contractor's personal account(s). Contractor agrees that it shall not permit or cause to be permitted amounts be commingled with any other monies not intended for the purpose stated herein.

4.7 Should the award of Direct Grant Assistance not be fully achieved within agreed upon disbursement timelines, Contractor shall submit a Corrective Action Plan to City staff within 15 days. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how the plan will be met. If the Corrective Action Plan is not met in accordance with the timeline

approved, City reserves the right to withhold or reduce subsequent disbursements and Contractor risks termination of contract.

4.8 In no event shall City be liable for any expense of Contractor not eligible or allowable under this Agreement or not in accordance with the Scope of Services. For any sum of funds paid by City later determined to have not been spent in accordance with the terms of the Agreement, by September 30, 2025, City reserves the right to request return of said funds from Contractor, which shall be returned within ten (10) working days, or shall be proportionately held from future disbursement, as decided by City.

4.9 City shall not be obligated nor liable under this Agreement to any party, other than Contractor, for payment of any monies or provision of any goods or services.

## V. FISCAL MANAGEMENT

5.1 Contractor shall establish and use generally accepted accounting principles and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.

5.2 Contractor shall conduct its own risk assessment for the City's financial exposure under the terms of this Contract and from that assessment determine whether criminal background checks should be required for personnel and/or contractors. Should Contractor determine that background checks are necessary to protect City's financial interest, Contractor shall provide documentation showing that all of Contractor's staff members and/or contractors have cleared a criminal background check within 30 days of execution of this Contract.

5.3 Contractor shall notify the City within 3 business days of any documented inconsistencies, or suspected unethical, illegal, or potentially fraudulent activity that involves or is related to funds provided by the City and shall provide the City with timely updates on any investigation or inquiry into the activity.

5.4 Administrative overhead costs may not exceed \$185,000.00 of the funding provided under this Agreement. If this information is provided with an invoice in accordance with Section 4.4, Contractor may skip submission that month and resume the following.

5.5 Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

5.6 Contractor shall not use funds from this Contract as matching funds for any federal, state or local grant without the prior written approval of the City Manager (or designee)

5.7 Within ten (10) working days of City's written request therefor, Contractor shall refund to City any sum of money paid by City to Contractor later determined to:

- 5.7.1 Have resulted in overpayment to Contractor;
- 5.7.2 Have not been spent by Contractor strictly in accordance with the terms of the Agreement; or
- 5.7.3 Not be supported by adequate documentation to fully justify the expenditure.

This section 5.7 includes sums for grants identified by City audit to have been intentionally awarded contrary to the selection criteria and/or ranking requirements set out in the Scope of Work and/or Program Guidelines. For these sums, City may choose, at its discretion, to request return of funds

in accordance with this Section 5.7 or to deduct the amount from future disbursement, should any scheduled installments remain.

5.8 Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Contract if the City finds, in its sole discretion, that Contractor's financial condition may impact performance under this Contract. Contractor represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.
- (B) It is financially stable and capable of fulfilling its obligations under this Agreement and that Contractor shall provide City immediate written notice of any adverse material change in the financial condition of Contractor that may materially and adversely affect its obligations hereunder, including items that reflect detrimentally on credit worthiness of Contractor.
- (C) No litigation, claims or proceedings that would materially impair Contractor's ability to perform its obligations under this Agreement are presently pending or to Contractor's knowledge, threatened against Contractor, including liens and encumbrances on assets of Grantee.
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which Contractor is doing business or with the provisions of any existing indenture or agreement of Contractor.

## **VI. RECEIPT AND ACCOUNT OF FUNDS BY CONTRACTOR**

6.1 Contractor agrees to maintain readily identifiable records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. Contractor further agrees:

- 6.1.1 That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement; and
- 6.1.2 That Contractor's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.2 Contractor agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement pursuant to Article IX. Records Retention, below.

## **VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of, and exclusive right to control, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Contractors; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and Contractors; and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures or any other similar such relationship between the Parties hereto. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection

with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

### **VIII. OWNERSHIP OF DOCUMENTS**

8.1 Any and all writings, documents, reports or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document, report, or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents, reports, and information, City has the right to use all such writings, documents, reports, and information as City desires, without restriction.

8.2 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Contractor, including but not limited to writings, documents and information used by Contractor in the course of delivering the services hereunder, and any know-how, methodologies, or processes used by the Contractor to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole the exclusive property of Contractor or supplies.

8.3 Prior to award, Contractor shall clearly communicate to applicants that any and all business records submitted for the purpose of determining program eligibility may be deemed a public record. Contractor agrees to limit its request(s) for documentation from applicants to only that which is required to determine eligibility, in accordance with the Scope of Services and Program Guidelines.

### **IX. RECORDS RETENTION**

9.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as “documents”). Contractor shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives. Records will be retained by Contractor in an electronic format. Contractor will forward the records to City at the end of the four-year period, or earlier if requested by City, for any of the purposes listed above and/or for the purpose of responding to public information requests, within three (3) business days of City’s request and at Contractor’s sole expense.

9.2 Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at all reasonable times and as often as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return the documents to City at Contractor’s expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.

9.3 Contractor shall provide written notice, within two (2) business days, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and

records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

## **X. TERMINATION**

10.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.

10.2 Termination Without Cause. This Agreement may be terminated by the City or Contractor upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

10.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

10.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting;

10.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

10.4 Defaults with Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 10.4 below, City shall deliver a written notice, in accordance with Article XI. Notices, that either:

(A) requests Contractor suspend activities immediately while City investigates the default  
or

(B) specifies such matter(s) in default for opportunity to cure.

Should City provide notice specifying default, Contractor shall have fifteen (15) calendar days after receipt of the notice to cure such default. If Contractor fails to cure the default within such period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

10.4.1 Failing to perform or failing to comply with any covenant herein required.

10.4.2 Performing unsatisfactorily as determined by the sole discretion of the City Manager.

10.4.3 Bankruptcy or selling substantially all of company's assets

10.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

10.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Section IX. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.

10.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure of Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

10.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

10.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

## XI. NOTICES

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to: Brenda Hicks-Sorensen  
Department of Economic Development  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Email: Brenda.hicks-sorensen@sanantonio.gov

If intended for Contractor, to: LiftFund:  
Amy Hereford  
President and CEO  
LiftFund, Inc.  
2014 S. Hackberry  
San Antonio, Texas 78210

Email: AHereford@liftfund.com

Notice of change of address or designated representative by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

**XII. NONDISCRIMINATION**

As a party to this contract, Contractor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**XIII. INSURANCE**

- 13.1 Within ten (10) business days of execution of this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Risk Management Department, which shall be clearly labeled "Professional Services Agreement for Grant Administration Services" 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 City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Economic Development Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 13.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 13.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors*	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate

c. Products/completed operations d. Personal/Advertising Injury e. Contractual Liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the services	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement or a Blanket Crime Coverage	\$1,000,000 Per Claim on First Party Coverage \$1,000,000 Per Claim on Third Party Coverage
7. Cyber Liability*	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*If Applicable	

13.4 LiftFund has confirmed their subcontractors will not process grant disbursements and will only review the grant applications for completeness. LiftFund subcontractors will not have contact with, nor role in, disbursing any funds. LiftFund subcontractors will not handle the grant funds. LiftFund has informed the City their employees will process the grant disbursements. In the event a LiftFund subcontractor is employed to handle, oversee, or approve funds and/or approve applications to award funds, LiftFund and their subcontractors will be required to provide insurance requirements under Section 13.3. In the event, the subcontractors are found liable of a claim LiftFund will accept liability.

13.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

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

13.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

13.6.1 Name the City, 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 contract with the City, with the exception of the workers' compensation and professional liability policies;

- 13.6.2 Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - 13.6.3 Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - 13.6.4 Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 13.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 13.8 In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 13.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Agreement.
- 13.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 13.11 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### XIV. INDEMNIFICATION

14.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, 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 CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR’S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY**

**AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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

14.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

14.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

14.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

**XV. ASSIGNMENT AND SUBCONTRACTING**

15.1 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

15.2. Any work or services subcontracted hereunder shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of Contractor. Contractor is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

**XVI. CONFLICT OF INTEREST**

16.1 Contractor 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 Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

16.2 Contractor 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.

16.3 No member of City'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 Agreement shall:

16.3.1 Participate in any decision relating to this 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;

16.3.2 Have any direct or indirect interest in this Agreement or the proceeds thereof.

## **XVII. POLITICAL ACTIVITY**

None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, 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.

## **XVIII. CHANGES AND AMENDMENTS**

18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be effected by amendment, in writing, executed by both City and Contractor. City Manager, or his/her designee, shall have authority to execute amendments on behalf of the City without further action of City Council.

18.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## **XIX. SEVERABILITY OF PROVISIONS**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XX. LICENSES/CERTIFICATIONS AND STANDARD OF SERVICES**

Contractor shall provide services in a professional and workman-like manner, consistent with the highest standards of the industry. Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XXI. INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A: Scope of Services
- Attachment B: Small Business Construction Mitigation Grant Program Guidelines
- Attachment C: Program Boundaries
- Attachment D: City of San Antonio Data Policies

## **XXII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

22.1 Contractor warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all subcontractors that may provide services under this Agreement.

22.3 Contractor understands and agrees that Contractor is required to refund money, pursuant to Texas Government Code, Chapter 2264, that Contractor has received from City through this Agreement, in the event of Contractor's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

22.4 Contractor will complete and submit City's Ethics Disclosure Form prior to Contractor's receipt of any City funds.

## **XXIII. STATE PROHIBITIONS ON CERTAIN CONTRACTS**

23.1 This Article only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

23.2 "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

### 23.3 Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Contractor hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. SAEDC hereby relies on Company's verification. If found to be false, SAEDC may terminate the contract for material breach.

#### 23.4 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Contractor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. SAEDC hereby relies on Company's verification. If found to be false, SAEDC may terminate the contract for material breach.

#### 23.5 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Contractor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. SAEDC hereby relies on Company's verification. If found to be false, SAEDC may terminate the contract for material breach.

#### 23.6 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby

relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

#### **XXIV. NON-WAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVIII. Changes and Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XXV. LAW APPLICABLE AND LEGAL FEES**

**25.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

25.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

25.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

#### **XXVI. LEGAL AUTHORITY**

26.1 Contractor represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

26.2 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all terms, performances and provisions herein contained.

#### **XXVII. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

#### **XXVIII. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**XXIX. GENDER**

Words of any gender used in this 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.

**XXX. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the Parties, in accordance with Article XVIII. Changes and Amendments.

**[Remainder of Page Intentionally Left Blank - Signature Page Follows]**

**EXECUTED** and **AGREED** to by the Parties to be effective upon the date of signature of the last Party to sign.

**CITY OF SAN ANTONIO**

**LIFTFUND INC.**

\_\_\_\_\_  
Erik Walsh  
City Manager

*Amy Hereford*  
\_\_\_\_\_  
By: Amy Hereford  
Title: CEO

Date \_\_\_\_\_

Date 3/26/2025

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

## **Exhibit A. Scope of Services**

## SCOPE OF SERVICES

### Grant Program Information

The purpose of the City's Construction Mitigation Grant Program (the "Program") is to provide financial assistance to small businesses that are impacted during the Pre-Construction, Active Construction, and Post-Construction phases of City-initiated construction projects within designated construction zones to support their survival, growth, and continued contribution to local economies through a grant for marketing and construction preparation activities.

### Marketing and Outreach

1. In coordination with City, Contractor shall:
  - a. Create a free, publicly accessible webpage for the Program no later than April 23, 2025. The Program webpage must provide:
    - i. access to the Program application;
    - ii. listing of Program eligibility criteria; and
    - iii. other relevant program information, including approximate timeline and contact information.
  - b. Develop a promotional plan that educates potential applicants about the program:
    - i. Distribute promotional material to communications lists (e.g., email listserv, mailing addresses) of construction-affected businesses, provided by City.
    - ii. Organize two (2) informational sessions with live translation in Spanish, one (1) prior to application period and one (1) during application period for Stabilization and Accelerate Recovery Construction Grant on or before May 8, 2025.
    - iii. Organize two (2) informational sessions with live translation in Spanish, one (1) prior to application period and one (1) during application period for Mitigation Construction Grant on or before June 9, 2025.
    - iv. Coordinate press release prior to application period, at the option of the City.
    - v. Make at least 3 Social media promotion posts on Consultant's networks prior to and during application period.
  - c. Provide information to Program Recipients about resources available to assist their business, as prepared by City.
2. Submit to City all Marketing and Outreach materials, including but not limited to the website, press release, flyers, and social media posts to be reviewed and approved prior to public distribution.
3. Make all Marketing and Outreach materials, including but not limited to the website, communication materials, and informational sessions available in both Spanish and English.
4. All Program promotional materials, or related items, shall be branded as City of San Antonio and LiftFund. City will provide the branding guidelines and related imagery.
5. City-Supported Program. Contractor shall publicly acknowledge that the activities funded

under this Contract are supported by the City of San Antonio, Economic Development Department. Contractor must include written acknowledgment of the City's financial support in all Program-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Consultant. Contractor shall obtain the City's prior approval of the language and City marks or logos, as applicable, to be used.

6. Ensure all public-facing communications, including but not limited to Program application, Program website, press releases, and social media posts are reviewed and approved by City prior to distribution, and adhere to City's Social Media Administrative Directive and Communications Policy, incorporated by reference and attached as Attachment Exhibit D.

## Technical Assistance

1. Provide direct assistance, and/or partner with organizations selected by the City who can provide assistance to applicants that do not have capacity to complete an online or paper grant application or secure required documentation.
2. No later than April 30, 2025, hold a virtual training session provide guidance to City staff in conducting outreach and assisting applicants.

## Program Application

1. In coordination with City, Contractor shall:
  - a. Develop the Program application content and questions, to be received for review by City seven (7) business days prior to application open on May 1, 2025. The application must include an attestation that all information provided in the application is correct and true. Contractor shall ensure it receives written approval of the application at least 4 days before going "live."
  - b. Collect and review all completed Program applications and related required financial documents to determine applicant eligibility for award. In addition to the Program application, Contractor shall require applicant to submit the Documentation outlined in Attachment XX, Program Guidelines for each subprogram. Contractor shall not collect receipts or bank statements for beneficiaries' expenditures post-grant.
  - c. Verify all documentation submitted by applicants. An application will not be deemed "complete" until all required information is submitted to Contractor prior to the end of the application review period.
  - d. Score and prioritize grant applications based on **Attachment Exhibit B, Program Guidelines**, The City will provide GIS shape files, and any additional supporting documentation to adequately score applications as mutually discussed and agreed to in writing by both parties.
  - e. Upon complete submission of a grant application, Contractor shall send a confirmation email to applicants notifying them of award timeline, with an email and phone number of Contractor staff who will take status inquiries.
  - f. Ensure timely distribution of awards. The application period for Stabilization and Accelerate Recovery Grant subprogram will be from May 1, 2025, 10:00am CST through

May 30, 2025, 5:00pm CST. The disbursement period shall be June 18- August 22, 2025. The application period for Mitigation Construction Grant subprogram will be from June 2, 2025, 10:00am CST through June 30, 2025, 5:00pm CST The disbursement period shall be July 18 – September 19, 2025.

## Grant Eligibility

Contractor shall utilize the Program Guidelines (Attachment Exhibit B) to determine award eligibility. To ensure Program objectives are achieved, the City reserves the right to adjust eligibility requirements.

## Application Scoring Process & Grant Award

1. For the Stabilization Construction Grants, Contractor will utilize the applicable Program Guidelines (Attachment Exhibit B) to assign each complete grant application a combined score. Following the close of that subprogram's application period, scored applications shall be placed in order from highest score to lowest score. Contractor will award grants starting with the highest scoring qualified applicants until all Grant Funds under that program are exhausted.
2. For Mitigation and Accelerate Recovery Construction Grants, Contractor shall utilize the applicable Program Guidelines (Attachment Exhibit B) to ensure complete grant applications. Following approval of proposed awardees by Contractor, these grants will be awarded to qualified applicants on a first come, first served basis.
3. Prior to any disbursement of any grant funds to a selected applicant, Contractor shall ensure each awardee has executed a grant recipient agreement, which is subject to review and approval by City for each subprogram. Such agreement shall include an attestation that the information in recipients' application was relied upon for the award of grant funds and may be subject to recoupment should inconsistencies later be found.

## Reporting and Metrics

1. Contractor shall track and report to City its distribution of awards through weekly Grants Analysis Reports.
2. Grants Analysis Reports shall be submitted to City no later than Monday of each week from May 12, 2025, with the Final Grant Analysis Report due no later than February 6, 2026. The Grants Analysis Report shall include aggregated data on the following factors:
  - a. Subprogram name
  - b. Grant program status, including total number of grant applicants and a breakdown of applications waiting for review, denied, or approved.
  - c. Dollar value of grants approved
  - d. Dollar value of disbursed grants.
  - e. Denial reasons summary.
  - g. Business Information for all applicants, for informational purposes and not for use in the determination of award:
    - Industry

- Demographics of Business Owner(s) (gender, ethnicity)
  - Number of full and part time employees (grant awardees only)
- h. Geography:
- Number of applicants in each City Council District
  - Number of applicants in each Construction Zone
- i. Status of site visit conducted for Accelerate Recovery Grant awardees.
3. Contractor shall provide a final version of survey questions to Economic Development Department no later than no later than September 30, 2025. Contractor shall administer three follow-up surveys to grant recipients to collect the above data.
  4. Contractor shall submit to City three Program Outcomes Reports for each of the three Programs.
    - a. The Six (6) Month Program Outcomes Report is due on or before April 30, 2026.
    - b. The Eighteen (18) Month Program Outcomes Report is due on or before April 30, 2027.
    - c. The Thirty-six (36) Month Program Outcomes Report is due on or before April 30, 2028.
  5. For all Program Outcomes Reports, the Contractor shall compile a list of all Program applicants. The list must include Subprogram name, name of business, business owner, business address, city council district, construction zone, phone number, email address, grant amount, if awarded, number of full and part time employees,

### Expected Outcomes

1. Contractor shall provide grant funding to no less than the minimum number of eligible Program applicants in accordance with the table below for each subprogram, provided that at least this number of eligible applications are submitted for each subprogram and that there remain funds available for award. In the event that Contractor receives less applications than the minimum number expected to be funded for each subprogram(s), Contractor shall confer with City to determine if the application closing date for such subprogram(s) will be extended or reopened at a later date, if award amounts be increased, or any other reasonable course of action as decided by City.

<b>Grant Subprogram</b>	<b>Minimum Number of funded applicants</b>	<b>Award amounts</b>
Mitigation Construction Grants	40	\$2,000
Stabilization Construction Grants	40	\$5,000 to \$35,000
Accelerate Recovery Construction Grants	24	\$5,000

2. Contractor shall ensure that all Program Funds are disbursed to eligible grant recipients no later than September 30, 2025.

## **Exhibit B. Program Guidelines**

**Exhibit B.**

**CONSTRUCTION MITIGATION GRANT PROGRAM GUIDELINES**

**Grant Program Information**

The purpose of City’s Construction Mitigation Grant Program (the “Program”) is to provide financial assistance to small businesses that are impacted during the Pre-Construction, Active Construction, and Post-Construction phases of City-initiated construction projects within designated construction zones to support their survival, growth, and continued contribution to local economies through a grant for marketing and construction preparation activities. To this end, the Program consists of three subprograms which shall be awarded in accordance with the guidelines for each, found below. A business may be awarded under multiple subprograms provided its owner submits an application for each and meets all applicable criteria.

**Stabilization Construction (“SC”) Grant (Active Construction)**

Qualified applicants may be eligible for up to 100% of its reduction in net revenue in 2024 compared to 2023 to assist with losses incurred as a result of active construction in eligible zones. The minimum grant award will be \$5,000 and the maximum grant award will be capped at \$35,000.

<b>ELIGIBLE APPLICANTS FOR STABLIZATION CONSTRUCTION GRANT</b>
<ul style="list-style-type: none"> <li>• Applicant must be a majority business owner, or equal share owner with a formation date on or before 1/1/2023.</li> <li>• Have a minimum of \$10,000 gross sales in 2023.</li> <li>• Have at least \$5,000 of reduced net revenues in 2024 when compared to 2023.</li> <li>• Must be a retail or service business that requires customer foot traffic for operations.</li> <li>• Must meet SBA small business size standards according to its 6-digit NAICS code.</li> <li>• Be in operation and not filed for bankruptcy at time of application.</li> <li>• Must be located within an eligible construction zone and intend to remain open at least one year from the date of grant award.</li> <li>• Grant awards are limited to one per business at each physical address within program boundaries. Grant applicants with multiple businesses in eligible construction zone or zones may be eligible to receive more than one grant award if the applicant can financially differentiate between the businesses (e.g., provide separate financial statements for each business) and each business meets all of the eligibility criteria.</li> <li>•</li> </ul>
<b>REQUIRD DOCUMENTS FOR STABLIZATION CONSTRUCTION GRANT</b>
<ul style="list-style-type: none"> <li>• Business entity formation document (document from Bexar County or Secretary of State with date of formation);</li> <li>• 2023 and 2024 filed Business tax return to determine net revenue and prove losses; if 2024 tax return has not yet been filed, a year end financial statement may be accepted;</li> <li>• Driver’s license; or government-issued photo identification;</li> <li>• Most recent business utility bill</li> <li>• Q1 2025 Form 941 or Q1 2025 payroll report; and</li> </ul>

- Most recent business bank statement.

**SCORING MATRIX**

<b>Construction Project Duration As of application opening (May 1, 2025)</b>	<b>Points (Max 100)</b>		
<b>Prior Assistance Received 2024 and/or 2023 Grants Includes 2022 construction supplement and/or 2023 COVID/Construction Impact Grant and 2024 Small Business Support Construction Grant</b>			
No Prior assistance received	30		
<b>Net Revenue Loss (2024 vs. 2023)</b>			
50% or greater	50		
30% or greater	30		
10% or greater	10		
<b>Pre-Existing Business</b>			
>5 years before construction start	20		
2-5 years before construction start	15		
<2 years before construction start	10		
Applicants may be eligible for up to 100% of the reduction in net revenue in 2024 compared to 2023, not to exceed the maximum grant amount The minimum grant award will be \$5,000 and the maximum grant award will be capped at \$35,000.			
<b>ELIGIBLE CONSTRUCTION ZONES FOR STABILIZATION CONSTRUCTION GRANT</b>			
<b>Project/Area</b>	<b>CD</b>	<b>Potential Businesses*</b>	<b>Start Date</b>
Zona Cultural Streets <i>Santa Rosa - Cesar E. Chavez to Martin San Saba - Nueva St to Martin St Commerce - Frio St to Santa Rosa St</i>	1, 5	236	Jan. 2022
South Alamo Street ( <i>Market Street to Cesar E. Chavez</i> )	1	74	Dec. 2022

*\*Note: the numbers above are estimates generated via Data Axle and may be over-inclusive of present small businesses. A buffer may apply to each construction area to include adjacent impacted small businesses. Such buffers are at City’s discretion and shall be incorporated in program maps.*

Contractor shall not request receipts, bank statements, photos or other proof of beneficiaries' expenditures post-grant, except as may be reasonably necessary should Contractor suspect fraud. In that event, Contractor shall keep City informed of all requests and the result of such investigation.

**Mitigation Grant (Pilot Program) (Pre-Construction)**

Qualified applicants may be eligible for \$2,000 for use in marketing, advertising and/or promoting a business impacted by an eligible construction zone. This application will be on a

first come, first served basis based on application submission time.

<b>ELIGIBLE APPLICANTS FOR MITIGATION CONSTRUCTION GRANT</b>			
<ul style="list-style-type: none"> <li>• Applicant must be a majority business owner or equal share owner with a formation date on or before 1/1/2024;</li> <li>• Have had a minimum of \$10,000 gross sales in 2024;</li> <li>• Must be a retail or service business that requires customer foot traffic for operations;</li> <li>• Must meet SBA small business size standards according to its 6-digit NAICS code;</li> <li>• Be in operation and not filed for bankruptcy at time of application;</li> <li>• Must be located within an eligible pre-construction zone and intend to remain open at least one year from the date of grant award;</li> <li>• Grant awards are limited to one per business at each physical address within the City of San Antonio. Grant applicants with multiple businesses in an eligible construction zone or zones may be eligible to receive more than one grant award if the applicant can financially differentiate between the businesses (e.g., provide separate financial statements for each business) and each business meets all of the eligibility criteria; and</li> <li>• Must commit to engaging in mitigation efforts (described as Eligible Use of Funds)</li> </ul>			
<b>REQUIRE DOCUMENTS FOR MITIGATION CONSTRUCTION GRANT</b>			
<ul style="list-style-type: none"> <li>• Business entity formation document (document from Bexar County or Secretary of State with date of formation);</li> <li>• 2024 filed Business tax return to verify tax ID;</li> <li>• Driver’s license or government-issued photo identification;</li> <li>• Most recent Utility bill or Lease Agreement;</li> <li>• Most recent business bank statement to verify current operations;</li> <li>• A detailed description of proposed eligible fund use (Included in application form); and</li> <li>• Provide bid proposal and detailed description of eligible fund use totaling at least \$2,000</li> </ul>			
<b>ELIGIBLE USE OF FUNDS</b>			
<ul style="list-style-type: none"> <li>• Social Media marketing</li> <li>• Exterior Signage design, printing, and installation</li> <li>• Marketing Services/Products</li> <li>• Marketing Consultants</li> <li>• Website updates</li> <li>• Implementation cost to connect with delivery services such as Favor, UberEats, etc.</li> </ul>			
<b>ELIGIBLE CONSTRUCTION ZONES FOR MITIGATION CONSTRUCTION GRANT</b>			
<b>Project/Area</b>	<b>CD</b>	<b>Potential Businesses*</b>	<b>Start Date</b>
Marbach Road Area Streets	4, 6	164	Fall 2025

*\*Note: the numbers above are estimates generated via Data Axle and may be over-inclusive of eligible small businesses.*

A buffer may apply to each construction area to include adjacent impacted small businesses. Such buffers are at City’s discretion and shall be incorporated in program maps.

Contractor will not collect receipts, bank statements, photos or other proof of beneficiaries' expenditures post-grant.

### Accelerate Recovery Grant (Pilot Program) (Post-Construction)

Qualified applicants may be eligible for \$5,000 for use in improvement of the exterior or interior of their business establishment to assist in more quickly recovering from the effects of eligible construction. Awards under this subprogram will be on a first come, first served basis to eligible applicants based on submission time of complete applications. Contractor will conduct one site visit to a grant awardee under this subprogram within 90 days of grant funds disbursement to the awardee, to assist Contractor in verifying the completion of eligible fund use.

<b>ELIGIBLE APPLICANTS FOR ACCELERATE RECOVERY CONSTRUCTION GRANT</b>
<ul style="list-style-type: none"> <li>• Applicant owned the business and has a formation date on or before 1/1/2024;</li> <li>• Have had a minimum of \$10,000 gross sales in 2024;</li> <li>• Must be a retail or service business that requires customer foot traffic for operations;</li> <li>• Must meet SBA size standards for small businesses for 6-digit NAICS code;</li> <li>• Be in operation and not filed for bankruptcy at time of application;</li> <li>• Grant applicant must be majority owner of business, or equal share owner with a partner;</li> <li>• Must be located within an eligible post-construction zone and intend to remain open at least one year from the date of grant award;</li> <li>• Grant awards are limited to one per business at each physical address within the City of San Antonio. Grant applicants with multiple businesses in an eligible construction zone or zones are eligible to receive more than one grant award if the applicant can financially differentiate between the businesses (e.g., provide separate financial statements for each business) and each business meets all of the eligibility criteria; and</li> <li>• Must commit to engaging in recovery efforts (described as Eligible Use of Funds) totaling at least \$5000.</li> <li>• If applicable, façade plans must be approved by the City of San Antonio Development Services and/or Office of Historic Preservation Department.</li> <li>• Applicants are also required to secure any necessary permit(s) from the City of San Antonio before work may commence.</li> </ul>
<b>REQUIRE DOCUMENTS FOR ACCELERATE RECOVERY CONSTRUCTION GRANT</b>
<ul style="list-style-type: none"> <li>• Business entity formation document (document from Bexar County or Secretary of State with date of formation);</li> <li>• 2024 filed Business tax return to verify tax ID;</li> <li>• Driver's license; or government-issued photo identification;</li> <li>• Most recent Utility bill and/or Lease Agreement;</li> <li>• Most recent business bank statement to verify current operations;</li> <li>• Provide bid proposal and detailed description of eligible fund use totaling at least \$5,000 (included in application form); and</li> </ul>

- If a tenant, must provide a notarized acknowledgment letter from owner authorizing modifications to the exterior or interior of building.
- 5 clear photos of area to be improved

**ELIGIBLE USE OF FUNDS**

- Materials and/or service of Exterior or Interior Painting
- Service of Exterior Power washing/sand blasting
- Purchase of Outdoor furniture or Outdoor cooling/heating systems
- Purchase of Interior tables and/or chairs (excludes Installation Service)
- Materials and/or service of Landscape (planting of greenery, Xeriscape landscaping)
- Materials and/or service of Exterior or Interior Installation/upgrade to lighting
- Installation of energy/water efficient appliances (light fixtures, toilets, sinks, kitchen equipment) (excludes purchase of appliances)
- Materials and/or service of Repair/Installation of Stucco, Stone, or Masonry on exterior of building
- Materials and/or service of Repair/Upgrade of windows, window framing, doors (no installation of burglar bars)
- Repair and/or installation of signage.
- Materials and/or service of interior floor cleaning or replacement.

**ELIGIBLE CONSTRUCTION ZONES FOR ACCELERATE RECOVERY CONSTRUCTION GRANT**

Project/Area	CD	BUSINESSES*	CONSTRUCTION COMPLETION
Bynum Ave Phase 2	4	13	Fall 2024
Bulverde Road Phase 1	10	23	Fall 2024
Broadway Street Corridor	1, 2	208	Fall 2024

*\*Note: the numbers above are estimates generated via Data Axle and may be over-inclusive of eligible small businesses.*

A buffer may apply to each construction area to include adjacent impacted small businesses. Such buffers are at City’s discretion and shall be incorporated in program maps.

## Business Criteria Exclusions

**BUSINESS EXCLUSIONS**

- Non-Profits
- Gambling/gaming businesses
- Franchisors
- Sexually oriented businesses
- Payday & auto loan providers
- Liquor and/or Vape stores
- Businesses in which City employee or officer has a financial interest, as defined in Sec. 2-53 of the City’s Ethics Code

- Prohibited Activities, as defined by City. Such list will be provided to Contractor for use in determining eligibility and for inclusion in application, website and/or marketing materials.

**PROGRAM TIMELINE**

<b>Dates</b>	<b>Action</b>	<b>Programs</b>
April 2025	Create program website and online application-share with City for review	Mitigation Grant Stabilization & Accelerate Recovery Grant
April 2025 – May 2025	Marketing/Outreach Draft press release about program – share with City for review	Stabilization & Accelerate Recovery Grant
May 15, 2025	Review of Grantee Agreement	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
On or Before April 29, 2025 & On or Before May 8, 2025	Host Virtual Information Session	Stabilization Grant & Accelerate Recovery Grant
May 1 – May 30, 2025	Application Open/Close	Stabilization Grant & Accelerate Recovery Grant
Starting on May 12, 2025; Ending October 31, 2025	Weekly Grant Analysis Award Report submitted to EDD	Mitigation Grant Stabilization Grant & Accelerate Recovery Grant
May 2025 – June 2025	Marketing/Outreach Draft press release about program	Mitigation Grant
On or Before May 28, 2025 & On or Before June 9, 2025	Host Virtual Information Session	Mitigation Grant
June 2 – June 30, 2025	Application Open/Close	Mitigation Grant
June 2025 – August 2025	Application review, follow-up	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
June 2025 – September 2025	Begin funding notification and disbursements	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
September 30, 2025	All grant funds disbursed	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
Within 90 days of grant disbursement	Site visit to verify completion of eligible fund use	Accelerate Recovery Grant
On or Before February 6, 2026	Final Grant Award Analysis Report	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
April 30, 2026	Six (6) Month Outcome Report	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant

April 30, 2027	Eighteen (18) Month Outcome Report	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant
April 30, 2028	Thirty-six (36) Month Outcome Report	Mitigation Grant, Stabilization Grant & Accelerate Recovery Grant

### ESTIMATED PROGRAM BUDGET

<b>Expense Category</b>	<b>Associated Cost</b>
<b>Administrative</b> (Personnel & Benefits, Systems & Supplies, Contractual, Program and Operation Support)	\$185,000
<b>Construction Grants Allocation</b> (Pre-, Active, and Post Construction)	\$1,200,000

## **Exhibit C. Program Boundaries**

**Eligible Construction Zones – Construction Mitigation Grants 2025**

<b>Mitigation Construction Grant – Eligible Corridor</b>
Marbach Road Area Streets & Drainage ( <i>Loop 410 to Horal Drive</i> )
<b>Stabilization Construction Grant – Eligible Corridors</b>
South Alamo Street ( <i>Market Street to Cesar E. Chavez</i> )  Zona Cultural Streets <ul style="list-style-type: none"><li>• <i>Santa Rosa - Cesar E. Chavez to Martin</i></li><li>• <i>San Saba - Nueva St to Martin St</i></li><li>• <i>Commerce - Frio St to Santa Rosa St</i></li></ul>
<b>Accelerate Recovery Construction Grant – Eligible Corridors</b>
Broadway Street Corridor Phase 2 ( <i>I-35 to East Houston</i> ) Bulverde Road Phase 1 ( <i>Butterleigh Drive Green Springs</i> ) Bynum Avenue Phase 2 ( <i>West Mayfield Boulevard to West Gerald Avenue</i> )

Note: The descriptions above are general and intended as a guide. City will provide shape files to outline each eligible corridor.

**Exhibit D. Administrative Directives**

## CITY OF SAN ANTONIO



<b>Administrative Directive</b>	<b>7.3a Data Security</b>
<b>Procedural Guidelines</b>	Regarding the use of public and confidential data
<b>Department/Division</b>	Information Technology Services Department (ITSD)
<b>Revision Date(s)</b>	September 13, 2019; September 6, 2021
<b>Last Reviewed</b>	February 3, 2025
<b>Owner</b>	Chief Security Officer

### Purpose

This Administrative Directive (“AD”) provides guidance for data governance as it relates to data security and compliance with federal and state related laws, regulations, and standards. This AD also establishes and identifies responsibility for data security and provides a framework for achieving compliance. Applicable security controls may include document marking/labeling, release procedures, privacy, transmission requirements, printing protection, computer display protections, storage requirements, destruction methods, physical security requirements, access controls, backup requirements, transport procedures, encryption requirements, and incident reporting procedures.

Documents related to this AD:

- COSA Data Governance AD 7.12
- Principles of Data-Informed Government
- AD 1.31 Open Records (Texas Public Information Act)
- AD 4.7 Healthcare Data Protection Administrative Authority
- AD 7.8D Access Control
- AD 7.4A Acceptable Use of Information Technology

### Policy Applies To

<input checked="" type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Temporary Employees
<input checked="" type="checkbox"/> Full-Time Employees	<input checked="" type="checkbox"/> Volunteers
<input checked="" type="checkbox"/> Part-Time Employees	<input checked="" type="checkbox"/> Grant-Funded Employees
<input checked="" type="checkbox"/> Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	

### Definitions

<b>Agency Sensitive Data</b>	The data classification for data that has agency-specific value, the confidentiality and integrity of which must be protected to avoid adversely affecting the agency’s interests. Agency Sensitive Data may be subject to disclosure or release under the Texas Public Information Act unless the information is otherwise defined as confidential by law or another exception under the Act applies.
<b>Bring Your Own Device (“BYOD”)</b>	The practice of allowing the employees of an organization to use their own computers, smartphones, or other devices for work purposes.

<b>City-administered information technology system(s)</b>	Any technology or equipment that is used and/or managed by COSA even if COSA does not own the technology or equipment. COSA-managed information technology system(s) includes technology or equipment owned by COSA, on loan to COSA, funded by grants, or leased by COSA.
<b>Confidential Data</b>	Data that may not be freely released due to its protection by statute, regulation, or industry standards. Includes Sensitive Personally Identifiable Information.
<b>Criminal Justice Information Services (“CJIS”) Security Policy</b>	CJIS Security Policy represents the shared responsibility between Federal Bureau of Investigation (FBI) CJIS and the CJIS Systems Agency and State Department of Public Safety.
<b>Data Custodian</b>	ITSD application and database owners who ensures that systems are properly maintained with good change-management procedures, so that data integrity is maintained and free from system corruption.
<b>Data Owner</b>	A Data Owner is the one who is responsible for the business relevance of the data generated in his/her organization, its operational value, its cleanliness, and overall data integrity. The Data Owner can also be a proxy owner if their org does not generate the data, but they are actually the authority that speaks to it in City of San Antonio.
<b>Data Steward</b>	COSA’s Information Technology Services Department is the Data Steward responsible for data management and will establish appropriate governance and procedures required to ensure overall data integrity and reliability.
<b>Network</b>	A group of two or more computers linked together to facilitate communication, data sharing, and processing among other computer-based activities.
<b>Personally Identifiable Information (“PII”)</b>	The data classification for information that alone or in conjunction with other information identifies an individual, including an individual’s: (i) name, social security number, date of birth, or government-issued identification number; (ii) mother’s maiden name; (iii) unique biometric data, including the individual’s fingerprint, voice print, and retina or iris image; (iv) unique electronic identification number, address, or routing code; and (v) telecommunication access device, including a card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another telecommunication access device may be used to (a) obtain money, goods, services, or other thing of value; or (b) initiate a transfer of funds other than a transfer originated solely by paper instrument.
<b>Record Retention Period</b>	The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction pursuant to the Local Government Record Retention Schedules issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Texas Government Code.
<b>Records Management Program</b>	Established pursuant to Section 203.026 of the Texas Local Government Code and administered by COSA’s Records Management Officer.
<b>Sensitive Personally Identifiable Information (“SPII”)</b>	The data classification for Information that has not been made lawfully available to the public from the federal, state, or local government, including (i) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:(a) social security number; (b) driver’s license number or government-issued identification number; or (c) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; and (ii) information that identifies an individual and relates to: (a)

the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.

## Policy

Access to protected data shall be based on legitimate business need. COSA data shall be disseminated in accordance with this directive.

This directive applies to:

1. All data processed, stored, and/or transmitted by a COSA Information Technology System(s).
2. All COSA data processed, stored and/or transmitted on personally owned devices also referred to as Bring Your Own Device (“BYOD”).
3. All data collected or maintained on a COSA owned and managed Network or authorized/contracted cloud platform by or on behalf of COSA in any form (electronic or hardcopy).

Adherence to this directive will help reasonably assure the confidentiality, integrity, and availability of COSA data:

1. COSA has adopted the National Institute of Standards and Technology (“NIST”) Cyber Security Framework (“CSF”) using 800-53A Security and Privacy Controls to provide a data protection framework for maintaining the confidentiality, integrity and availability of data.
2. Baseline security controls for COSA information systems shall be based on the Data Owner’s data classification as governed by Data Governance AD 7.12.
3. The statutes and laws of the state of Texas and/or the state where the individual whose SPII was or is reasonably believed to have been acquired by an unauthorized person apply. Where statutes from another state conflict, the statutes of Texas and federal government shall take precedence.

## Protection of Confidential Data

**All departmental Data Owners must:**

1. Implement cost effective internal controls, safeguards, and/or countermeasures to protect data. All preventative, detective, and/or corrective controls shall be risk based. The cost of all management, operational, and/or technical controls shall be commensurate with the value of the data.
2. Preserve citizen privacy and respect an individual’s choice to consent when collecting, using, sharing, and/or disclosing of customer, partner, or employee personal information.
3. Limit the use and storage of confidential data and SPII to what is only necessary.
4. Not store confidential and/or sensitive data longer than is absolutely necessary past the established Record Retention Period.
5. Only collect data when COSA has the legal authority to do so and, if required, have a Privacy Act System of Records Notice (“SORN”) in place that describes the information.
6. Minimize the distribution and proliferation of protected data.
7. Not store Agency Sensitive Data, Confidential Data, or business-related information in email, on personal devices, personal cloud storage, or any other non-COSA sanctioned storage.
8. Keep protected data relevant, accurate, timely, and not excessive in relation to the purpose such data is processed, stored, and/or transmitted.
9. Departments handling hardcopy or electronic Protected Health Information (“PHI”) will

establish departmental procedures in accordance with AD 4.7 Healthcare Data Protection Administrative Authority for HIPAA.

**The Data Custodian must:**

1. Establish overall policies and procedures for dissemination of data in compliance with AD 1.31 (Open Records (Texas Public Information Act)), including establish and enforce departmental procedures that comply with this Directive and AD 1.31.
2. Determine encryption requirements based on regulatory requirements.
3. Periodically review data protection procedures, controls, and safeguards to reasonably assure that internal controls, countermeasures, and/or safeguards are working as intended. Ensure that at least once a year, COSA employees who have access to a COSA information system or database are identified and required those employees and COSA elected officials to complete a cyber security training program certified under Section 2054.519 of the Texas Government Code or offered under Section 2054.519(f) of the Texas Government Code. Requirement made by HB3834, takes effect September 1, 2019. Verify and report on the completion of a cybersecurity training program by required COSA employees.
4. Ensure that periodic audits are performed to ensure compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code.

**All COSA information systems must:**

1. Use security controls to protect against unauthorized access, disclosure, modification, and destruction to reasonably assure the confidentiality, integrity, and availability of data.
2. Follow NIST encryption and security protocol standards for protected data as required.

**Employee and third parties must:**

1. Safeguard COSA's data resources and comply with the provisions of relevant COSA Security ADs.
2. Comply with all COSA procedures regarding protected data.
3. Receive written approval from his/her department Director to store sensitive data.
4. Report suspected violations to supervisor or manager, department head, and COSA Privacy Officer.
5. Only store protected data on COSA owned device(s) and/or device(s) managed by COSA even if COSA does not own the technology or equipment.
6. Ensure personal devices and personal accounts are not used to store, process, and/or transmit unencrypted protected data.
7. Not store Agency Sensitive Data, Confidential Data, or business-related information in email, on personal devices, personal cloud storage, or any other non-COSA sanctioned storage.
8. Ensure unencrypted confidential data and SPII is not transmitted outside of COSA.
9. At least once a year, if required, complete a cyber security training program selected by COSA.

## Data Destruction

Electronic records shall be destroyed in accordance with Section 441.185 of the Texas Government Code and COSA Record Retention policies set out in AD 1.34 Records Management for Physical Electronic Records. All data storage device(s) and/or information system(s) containing protected data shall be sanitized or the storage device destroyed. COSA shall arrange for destruction of protected data by shredding, degaussing, erasing, and/or otherwise modifying the sensitive data in the records to make the information unreadable or indecipherable. Additional information on sanitization tools and methods of destruction based on Department of Defense 5220.22-M data destruction standards (available at <http://www.dir.state.tx.us>). Documentation shall also be maintained that documents the data, description

of device, data destruction process, and sanitization tools used to remove or destroy data.

## Breach of Security of Computerized Data

In this section, “breach of system security” means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by COSA, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

### 1. Report of Breach of System Security

Departmental Data Owners that discover a breach of system security must immediately contact COSA’s Privacy Officer, the Director of the Information Technology Services Department, and the Administrator of the Office of the City Attorney.

### 2. Notice to individuals whose sensitive personal information is disclosed in breach of system security

The Privacy Officer must notify individuals whose sensitive personal information is disclosed in a breach of system security without unreasonable delay and not later than the 60<sup>th</sup> day after the date on which COSA determines that the breach occurred; except that COSA may delay providing notice at the request of a law enforcement agency that determines that the notification will impede a criminal investigation.

### 3. Notice to the Texas Attorney General

If the Privacy Officer is required to notify individuals of breach of system security and the breach involves at least 250 Texas residents, the Privacy Officer must also notify the Texas Attorney General of that breach not later than the 60th day after the date on which COSA determines that the breach occurred.

All breach of system security notices must comply with the notification requirements set out in Section 521.053 of the Texas Business and Commerce Code.

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Information Technology Services Department at 207-8888.

## Roles & Responsibilities

<b><u>Employees</u></b>	Adhering to all guidance provided in this directive.
<b><u>Departments</u></b>	COSA departmental Data Owners are responsible for data classification and identification of data protection requirements in accordance with Data Governance AD 7.12.
<b><u>ITSD</u></b>	COSA Information Technology Services Department fulfills the role of the Data Steward and is responsible for publishing, disseminating, and maintaining this directive.

## CITY OF SAN ANTONIO



<b>Administrative Directive</b>	<b>7.12 Data Governance</b>
<b>Procedural Guidelines</b>	Provides policies, processes, and standards that ensure the quality, integrity, security, availability, usability, and accessibility of the City’s data assets while respecting residents’ rights to privacy.
<b>Department/Division</b>	Information Technology Services Department
<b>Revisions Date(s)</b>	September 1, 2021
<b>Last Reviewed</b>	N/A
<b>Owner</b>	Chief Information Officer, Chief Data Officer

### Purpose

#### Overview & Purpose of this Policy

The City of San Antonio offers online services, manages personal, operational and environmental data, and purchases technology to deliver effective public goods and services. As a provider of these public goods and services, it is the City of San Antonio’s responsibility to establish a policy regarding how data is managed, secured, stored, and shared across City operations. This Data Governance AD sets forth policies, processes, and standards that ensure the quality, integrity, security, availability, usability, and accessibility of the City’s data assets while respecting residents’ rights to privacy. The policy is authorized by the City Manager and supported by the Data Governance Committee.

This policy applies to:

- All data processed, stored, and/or transmitted by a COSA Information Technology System(s)
- All COSA data processed, stored, and/or transmitted on personally owned devices also referred to as Bring Your Own Device (“BYOD”)
- All data collected or maintained on a COSA owned and managed Network or authorized/contracted cloud platform by or on behalf of COSA in any form (electronic or hardcopy)

This policy shall be reviewed yearly by a Data Governance Committee. The Data Governance Committee is internal to the City of San Antonio and comprises of COSA staff. The purpose of the Data Governance Committee is to:

- Regularly review & revise the Data Governance AD
- Assesses the organization’s progress towards its data governance goals

### Policy

## Roles & Responsibilities

This policy sets forth key overarching roles with regards to data. Each Department must identify three key roles for data management within their Department: Data Owner, Data Steward, and Subject Matter Expert. These roles are described below and **apply to City of San Antonio staff**:

- **Data Owner – Business Role**  
A Data Owner is the person at the Department Director’s level who is responsible for the business relevance of the data generated in their organization, its operational value, its cleanliness, and overall data integrity. The Data Owner can also be a proxy owner of a dataset if their organization does not generate the data but are considered the authority of the data for the City of San Antonio (for example: US Census data).
- **Data Steward – Business Role**  
This role is delegated by the Data Owner to be responsible for data management and will establish appropriate governance and procedures required to ensure overall data integrity and reliability.
- **Subject Matter Expert (SME) – Business Role**  
A Subject Matter Expert is one who can answer detailed questions about the data, its meaning, its accuracy, and how it is generated.
- **Data Custodian – IT Role**  
ITSD application and database owners play the role of data custodians, as ITSD is responsible for the maintenance of underlying systems that power business applications. The Data Custodian ensures that systems are properly maintained with good change-management procedures, so that data integrity is maintained and free from system corruption.

## Data Classification

The City of San Antonio recognizes the three data classifications outlined below. It shall be the responsibility of Data Owners to classify their data accordingly.

### 1. Open Data

Open Data, also referred to as Public Data is all data not classified as Agency Sensitive Data or Confidential Data and may be released to the public. This information is subject to Open Records Requests (ORR). City Departments must provide such data on an official, City-designated Open Data Platform.

For more information on Open Data, please refer to:

1. The City of San Antonio Open Data Policy
2. Open Data Procedures
3. AD 1.31 Open Records (Texas Public Information Act) which places responsibility for developing and updating the Municipal Open Records Policy with the City Attorney’s Office. This requirement includes any response to an Open Records Request (“ORR”) whether or not the records are public under the Texas Public Information Act. All open records shall be reviewed by the department Data Owners prior to dissemination to reasonably assure that open records do not contain Confidential Data.

## 2. Agency Sensitive Data

This is data maintained by COSA that has agency-specific value and must be treated with special precautions or procedures to ensure confidentiality and integrity. The compromise or unauthorized release of Agency Sensitive Data could adversely affect the City's interests. Agency Sensitive Data may be classified as such by the Department's Data Owner. Agency Sensitive Data may be subject to disclosure or release under the Texas Public Information Act.

Examples of Agency Sensitive Data may include but are not limited to:

- COSA operational information
- COSA personnel records
- COSA information security configurations, data, and procedures
- Vendor bids and/or contract cost estimates among other sensitive data types

## 3. Confidential Data

Confidential Data may not be freely released due to its regulation by statutes, regulations, or industry standards. Includes Sensitive Personally Identifiable Information (SPII). Personally Identifiable Information (PII) is Confidential Data only if it includes one or more SPII elements.

We adhere to statutes, regulations, and industry standards that protect Confidential and sensitive data including, but not limited to:

- Data Governance Administrative Directive 7.12
- Data Security Administrative Directive 7.3
- The Privacy Act of 1974
- The Electronic Communications Privacy Act of 1986 ("ECPA")
- The Texas Public Information Act ("TPIA")
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- Health Information Technology for Economic and Clinical Health ("HITECH")
- The Texas Medical Privacy Act ("TMPA")
- The Payment Card Industry Security Standards ("PCI")
- The Criminal Justice Information Services ("CJIS") Security Policy
- City of San Antonio Ordinance 70508 (11-02-1989), naming the City Clerk as the City's Records Management Officer
- City of San Antonio Ordinance 72054 (08-09-1990), establishing the City's Records Management Program
- The Family Educational Rights and Privacy Act ("FERPA")

Personally Identifiable Information or PII, is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, or visitor to the U.S.

Sensitive Personally Identifiable Information, or SPII, is PII which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, unfairness, and an increased risk to personal safety.

SPII is confidential. The release of SPII to the public is prohibited under the provisions of the Texas Public Information Act and other state and federal law. For more information regarding the protection of SPII, refer to Data Security Administrative Directive 7.3a.

Examples of SPII may include, but are not limited to, data types identified in Chapter 521 of the Texas Business and Commerce Code. For example, an individual's first name or first initial and last name in combination with personal identifying information, such as a social security number, driver's license number, or government-issued identification number, is not subject to public disclosure.

Below is a list of data that is always SPII:

- Social Security Numbers
- Alien Registration Numbers (A-numbers)
- Passport Numbers
- Driver's license Numbers or state identification numbers
- Biometric Identifiers (fingerprint, iris scan, voice print)
- Genetic data Network
- Physically secure hardcopy protected data in a locked drawer, file cabinet, desk, and/or safe

The following data is classified as SPII when linked with the person's name or other unique identifier, such as an address or phone number:

- Citizenship or Immigration status
- Criminal History
- Medical Information
- Bank Account or Routing/Transit Numbers
- Credit Card Numbers
- Income Tax Records
- Full Date of Birth
- Financial or Bank Account Numbers
- Fingerprint Identification Number ("FIN") or Student and Exchange

## **Data Privacy**

The City of San Antonio respects the right to privacy across our applications, websites, and digital services. We minimize data collection to what is adequate, relevant, and necessary to achieve a clearly specified public interest. We will not collect or sell personal data without consent. We require that vendors awarded contracts with the City of San Antonio comply with the City's Data Governance AD 7.12. and Data Security Administrative Directive 7.3a.

### **What We Collect**

Every Department in the City of San Antonio collects data to improve their services and build programming. Types of data City Departments may collect include:

- PII as required by law or necessary to render City services
- Voluntary Information through surveys and use of City services
- Website & Social Media Information
- Utility Information
- Digital Images or Videos

- Health Record Information
- Public Safety Information
- Financial and Payment Information
- Permitting Information
- Traffic & Environmental Data

All data collected by City of San Antonio departments is subject to classification as outlined above and is subject to Open Records Requests if not determined to be a protected class of data.

### **Data Security**

As digital stewards, we protect data according to our Data Security Administrative Directive 7.3a.

### **Data Sharing**

The City of San Antonio generally shares data with three groups:

1. **Between City Departments**, using, among other methods, the Enterprise Data Sharing Platform
2. **With external partners** using the Interlocal Data Sharing Agreement, Data Use and Confidentiality Agreements, and the Enterprise Data Sharing Platform
3. **With the public**, through ORR and the Open Data Portal ([data.sanantonio.gov](http://data.sanantonio.gov))

#### **Sharing Data between City Departments**

City Departments must curate their departmental data and make it accessible with the appropriate classification on an approved Enterprise Data Sharing Platform. City Staff must identify the appropriate roles and responsibilities specified in the “Data Platform Overview” document, available on the Enterprise Data Sharing Platform website accessible through the City’s network. Once these roles are identified and allocated, assigned Departmental personnel can then start curating and publishing their data.

#### **Sharing Data with External Partners**

The City of San Antonio shares data with select external partners using the Interlocal Data Sharing Agreement (ILDSA), which the City was authorized to enter into through City Ordinance 2019-03-07-0186. The ILDSA was ratified by City Council in 2019, and specifies protocols for requesting data, roles and responsibilities, and necessary security protections when sharing data with external partners. For parties not covered under the ILDSA, Data Use and Confidentiality Agreements are negotiated on a case-by-case basis.

#### **Sharing Data with the Public**

The City of San Antonio shares Open Data with the public. The public can access Open Data on the City’s Open Data Portal, <https://data.sanantonio.gov>. New data sets can be requested at <https://data.sanantonio.gov/contact>. Please refer to the City of San Antonio Open Data Policy and Open Data Procedures for detailed information about how to use the Open Data Portal, and its related policies. Open Records can be requested through the City’s online Open Records portal at <https://www.sanantonio.gov/opengovernment>.

## **Data in City Operations**

Departmental performance must be comprised of measures that contribute to the strategic goals of the City.

This policy sets forth the following requirements to standardize language and measures related to data and performance analytics in City operations, programs, and services.

1. When COSA departments report about their programs and projects both internally and externally, they must include a condensed statement describing each service or program they own/manage, clearly stating the public need addressed and the objective (goal) of said service or program.
2. City Departments must follow the guidelines listed in the *Data Governance Guidelines and Procedures* to define measures categorized as one of: Input, Output, Outcome, KPI-Quality, KPI-Cost, KPI-Cycle Time, KPI-Customer, KPI-Effectiveness.

## **Data in Procurement**

In the event of technology purchases, or any purchase that collects or generates data, City Departments must strive for the following:

1. Ownership – The City of San Antonio will own all data collected or generated pursuant to an agreement. Generally, vendors may only use data for the purpose of (1) performing its obligation under the agreement; (2) providing maintenance and repairs to the City; and (3) if requested, improving its business operations and efficiencies.
2. Interoperability – Where possible, COSA should procure interoperable solutions that have common use to leverage the data produced, and reduce waste incurred by variability and duplication of effort.
3. Data Security Administrative Directive 7.3a – The contract between the City and the Vendor must reference the City's AD 7.3a to help assure the confidentiality, integrity, and availability of City-owned data.

Protected Health Information may not be disclosed to a Vendor unless, pursuant to and in accordance with HIPAA Regulations, the Vendor qualifies as a Business Associate, and the City and Vendor have executed a HIPAA Business Associate Agreement.

## **Guidelines for Internet of Things (IoT) Data**

The City is committed to open and transparent data collection, transmission, processing and use for IoT deployments. City Departments must follow the guidelines listed in the *Data Governance Guidelines and Procedures* that apply to IoT deployments.

## **Guidelines for Automated Decision-Making**

When using Automated Decision-Making, City Departments should follow the guidelines listed in the *Data Governance Guidelines and Procedures* or encourage that vendors providing the technology follow them.

## Policy Applies To

<input type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Temporary Employees
<input checked="" type="checkbox"/> Full-Time Employees	<input checked="" type="checkbox"/> Volunteers
<input checked="" type="checkbox"/> Part-Time Employees	<input checked="" type="checkbox"/> Grant-Funded Employees
<input checked="" type="checkbox"/> Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	

## Definitions

<b>Agency Sensitive Data</b>	The data classification for data that has agency-specific value, the confidentiality and integrity of which must be protected to avoid adversely affecting the agency’s interests. Agency Sensitive Data may be subject to disclosure or release under the Texas Public Information Act unless the information is otherwise defined as confidential by law or another exception under the Act applies.
<b>Automated Decision-Making</b>	The process of making a decision by automated means without any human involvement. These decisions can be based on factual data, as well as on digitally created profiles or inferred data.
<b>Confidential Data</b>	Data that may not be freely released due to its regulation by statutes, regulations, or industry standards. Includes Sensitive Personally Identifiable Information (see definition below).
<b>Data Consumer</b>	Anyone who has use or interest in a data set published by City Departments or external agencies with whom the City has a data sharing agreement.
<b>Data Custodian</b>	ITSD application and database owners who ensures that systems are properly maintained with good change-management procedures, so that data integrity is maintained and free from system corruption.
<b>Data Governance</b>	A set of policies, processes, and tools that ensure data quality, accessibility, usability, integrity, and the overall readiness of data that is used to make business decisions intended to create, improve or sustain services and products.
<b>Data Owner</b>	A Data Owner is the one who is responsible for the business relevance of the data generated in his/her organization, its operational value, its cleanliness, and overall data integrity. The Data Owner can also be a proxy owner if their org does not generate the data, but they are actually the authority that speaks to it in City of San Antonio.
<b>Data Stakeholders</b>	Anyone who can impact, or be impacted by, or have interest in the data.
<b>Internet of Things (IoT)</b>	The Internet of Things refers to a network of devices, sensors, or software applications that exchange information over the internet. For example, installing a sensor on a streetlight that collects air quality data that is transmitted over the internet back to the City of San Antonio, is an IoT deployment.
<b>Open Data</b>	The data classification for all data not classified as Confidential or Agency Sensitive and may be released to the public.
<b>Open Data Portal</b>	A web portal maintained by or on behalf of COSA that will be the repository for COSA’s Open Data. The portal provides access to standardized data that can be easily retrieved, downloaded, sorted, searched, analyzed, redistributed and re-used by the public.
<b>Personally Identifiable Information (“PII”)</b>	The data classification for information that alone or in conjunction with other information identifies an individual, including an individual’s: (i) name, social security number, date of birth, or government-issued identification number; (ii) mother’s maiden name; (iii) unique biometric data, including the individual’s fingerprint, voice print, and retina or iris image; (iv) unique electronic identification number, address, or routing code; and (v) telecommunication access device, including a card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another telecommunication access device may be used to (a) obtain money, goods, services, or other thing of value; or (b) initiate a transfer of funds other than a transfer originated solely by paper instrument.

<b>Record Retention Period</b>	The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction pursuant to the Local Government Record Retention Schedules issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Texas Government Code.
<b>Sensitive Personally Identifiable Information (“SPII”)</b>	The data classification for information that has not been made lawfully available to the public from the federal, state, or local government, including (i) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:(a) social security number; (b) driver’s license number or government-issued identification number; or (c) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; and (ii) information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.
<b>Subject Matter Expert (SME)</b>	A Subject Matter Expert is one who can answer detailed questions about the data, its meaning, its accuracy, and how it is generated.

**Policy Guidelines**

Policy guidelines and important guidance information are included in *Data Governance Guidelines and Procedures* and *Attachment A: Principles of Data-Informed Government*.

**Procedures (if necessary)**

Procedures are included in *Data Governance Guidelines and Procedures* and *Attachment A: Principles of Data-Informed Government*.

**Roles & Responsibilities**

<b><u>Employees</u></b>	<ul style="list-style-type: none"> <li>• Understand the policies, procedures, and standards that are in place for data used in their daily work and learn how to properly use and protect data as an asset.</li> <li>• Comply with the Data Governance AD when performing daily tasks.</li> <li>• Enforce Data Governance AD standards in procurement processes with Vendors</li> <li>• Get trained on and use the Enterprise Data Sharing Platform.</li> <li>• Share any data governance concerns with City Leadership.</li> </ul>
<b><u>Department Directors</u></b>	<ul style="list-style-type: none"> <li>• Assign up to two Data Stewards responsible for ensuring compliance with the AD by managing and maintaining data within each department.</li> <li>• Understand the role data plays within the organization in order to advance a data-informed culture at COSA.</li> <li>• Ensure staff is aware of the Data Governance AD and adhere to Data Governance best practices, and this AD.</li> <li>• Support process and data-cleanliness audits.</li> </ul>
<b><u>Data Owner</u></b>	<ul style="list-style-type: none"> <li>• A Data Owner is the person at the Department Director’s level who is responsible for the business relevance of the data generated in their organization, its operational value, its cleanliness, and overall data integrity. The Data Owner can also be a proxy owner of a dataset if their organization does not generate the data but are considered the authority of the data for the City of San Antonio (for example: US Census data).</li> </ul>

<p><b><u>Data Steward</u></b></p>	<ul style="list-style-type: none"> <li>• This role is delegated by the Data Owner to be responsible for data management and will establish appropriate governance and procedures required to ensure overall data integrity and reliability.</li> </ul>
<p><b><u>Subject Matter Expert</u></b></p>	<ul style="list-style-type: none"> <li>• A Subject Matter Expert is one who can answer detailed questions about the data, its meaning, its accuracy, and how it is generated.</li> </ul>
<p><b><u>Data Custodian</u></b></p>	<ul style="list-style-type: none"> <li>• ITSD application and database owners play the role of data custodians, as ITSD is responsible for the maintenance of underlying systems that power business applications. The Data Custodian ensures that systems are properly maintained with good change-management procedures, so that data integrity is maintained and free from system corruption.</li> </ul>

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Information Technology Services Department.



## **AD 7.12 Attachment A: City of San Antonio Principles of Data-Informed Government**

The City of San Antonio offers public services online, manages personal and environmental data, and purchases technology for public services. As a steward of these digital public services, the City of San Antonio recognizes the following Principles of Data-Informed Government as it pertains to the data, computer systems, and technology we administer:

### **1. Data Integrity as an Essential Service**

Ensuring data integrity is an essential service provided by the City of San Antonio. As such, we work to ensure the quality, accuracy, and integrity of the data we collect and generate. We do this using a clear set of documented practices. City departments are each responsible for following these practices within their services, operations, and all business-related processes.

### **2. Transparency and Accountability**

We use our technology to promote an open and accessible government. The City of San Antonio's data is first classified as Open Data by default. How the City uses, manages, and collects information is described in detail and shared in our Data Governance Administrative Directive 7.1 2. and Data Security Administrative Directive 7.3a.

### **3. Efficient and Safe Data Sharing**

Sharing data is a key function of our operations and is important to support the activities of external educational, private, and public sectors in our community. We share data as much as possible among these sectors to improve programming, catalyze research, development and innovation, and contribute to the overall knowledge and awareness of our community

### **4. Data Informed Decision-Making**

The City of San Antonio uses data to make informed decisions in budget allocation, program development, policymaking, and in day-to-day operations. Embodied in this is the ability of City departments to determine, develop, and manage data that measure operational performance. Such measures help departments identify where performance meets, exceeds, or falls short of expectations.

### **5. Privacy**

The City of San Antonio respects the right to privacy across our applications, websites, and digital services. We minimize data collection to what is adequate, relevant, and necessary to meet a clearly specified public need or interest. We will not collect personal data without consent and will never sell, or ask to sell, it. Vendors who are awarded contracts with the City of San Antonio and handle data on our behalf are required to comply with the City's Data Governance AD 7.1 2. and Data Security AD 7.3a.

### **6. Security**

The City of San Antonio views data as an important public asset that should be protected. Data and information collected or obtained by the City will be secured and protected throughout its life cycle, including its collection, storage, use, control, processing, publication, transfer, retention, and disposal.

### **7. Ethical use of Data and Data-Driven Technology**

The City of San Antonio has an ethical responsibility to provide equitable stewardship of data and information, to follow existing non-discriminatory protections of such data and information, and to practice due diligence in understanding the impacts of data and data-driven technology, such as

automated decision-making on the San Antonio community and including marginalized groups. The City will create procedures for evaluating automation tools through the lens of equity, fairness, transparency, and accountability

**8. Data Sovereignty**

In order to achieve these principles of a Data-Informed Government, City departments must ensure the sovereignty and interoperability of their data systems. When purchasing technology or services that collect or generate data, our City departments must have the ability to control, at all times and in all relevant systems, the access, collection, storage, use, transfer and publication of their data. Where possible, City departments should procure interoperable solutions that have common use to leverage the data produced and reduce waste incurred by varied and duplicated efforts.