

STATE OF TEXAS

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FUNDING AGREEMENT BETWEEN

§

THE CITY OF SAN ANTONIO AND

COUNTY OF BEXAR

§

BLUEPRINT MINISTRIES

This Funding Agreement (this “**Agreement**”) is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as “**City**”), a Texas municipal corporation, acting by and through its Director of the Neighborhood & Housing Services Department (“**NHSD**”) and BLUEPRINT MINISTRIES, a Texas nonprofit corporation, by and through their Executive Director or Authorized Representative (“**Grantee**”), both of which may be referred to herein collectively as the “Parties”.

WHEREAS, Grantee is an organization with a mission that aims to make a significant difference in the lives of community residents by providing home improvement services targeted to providing safe and healthy housing for low-income families; and

WHEREAS, the City has determined that providing funding to support Grantee’s mission would assist low-income families with minimizing the costs to maintain their homes, thereby keeping housing affordable, which is consistent with the City’s Strategic Housing Implementation Plan.

NOW, THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 The term of this Agreement shall commence on July 1, 2025, which shall constitute the Effective Date, and shall terminate on June 30, 2026 unless earlier terminated under this Agreement. The term of this Agreement may be extended for two additional 1-year terms at the CITY’s option without further action by the City Council.

1.2 If funding for the entire term of this Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement and the City’s termination of this Agreement under this Section shall not constitute breach of this Agreement.

II. GENERAL RESPONSIBILITIES OF GRANTEE

2.1 Grantee agrees by the execution of this Agreement to comply with all provisions of this Agreement and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by City.

III. FUNDING

3.1 City agrees to provide funding to Grantee in the amount of up to **THREE HUNDRED AND TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00)** to support Grantee’s home improvement and community revitalization program, hereafter “**Program**”, and

for Grantee's performance of the Scope of Services set forth in Attachment "A", which is incorporated herein by reference in its entirety for all purposes. City may, in its sole discretion, renew this Agreement for two additional 1-year terms for a total funding amount of \$1,201,750.00, inclusive of all renewals and up to 15% administrative cost.

3.2 Grantee agrees that no disbursement of funds, shall be made until the following documents are received from Grantee:

(1) Execution of the Agreement by all Parties; and

(2) Documentation of:

- (1) Household Income Verification Documentation
- (2) Recorded Covenant
- (3) Reimbursement request per home
- (4) Name and address of homeowner
- (5) Description of the work completed
- (6) Invoice of the work completed
- (7) Receipts of expenses as part of the reimbursement request, and
- (8) Picture documentation of complete work.

3.3 Grantee acknowledges that the City's funding under this Agreement represents a portion of the total amount of funding Grantee intends to receive from other agencies and does not constitute the entire budget for Grantee's Program. The City is not responsible for paying all costs associated with or necessary to carry out Grantee's Program.

3.3.1 Grantee shall provide all necessary funding for the Program beyond the City's contribution. In the event the scope of the project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

3.3.2 In no event shall City be liable for any expense of Grantee for the Program that is not eligible or allowable under this Agreement.

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

3.3.4 Grantee understands that the funds provided pursuant to this Agreement are City funds and that Grantee will therefore comply with all rules, regulations, policies, and procedures applicable to these funds as directed by City.

3.4 Performance of Grantee's obligations under this Agreement shall be to the satisfaction of the Director of NHSD, hereafter "**Director**". The determination made by the Director shall be final, binding, and conclusive on all Parties hereto. In the event the Director finds the performance of Grantee unsatisfactory, Grantee shall return all funds contributed by the City

under this Agreement. City shall have the right to terminate this Agreement, in whole or in part, should Grantee's performance not be satisfactory to Director.

3.4.1 City shall notify Grantee in writing of any decision to require the return of the funds. Should City elect to terminate this Agreement, it will do so by the provisions for Defaults with Opportunity for Cure contained in this Agreement.

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

3.5.1 Grantee shall allow City to review Grantee's system of internal administrative and accounting controls as City deems necessary to ensure financial responsibility and proper administration of City funds.

IV. PERFORMANCE BY GRANTEE

4.1 Grantee shall utilize up to **\$320,000.00** from City for the funding of rehabilitation costs for a minimum AMOUNT of (THIRTY) homes annually, with a maximum amount of \$10,000.00 to be spent for each home, unless adjusted by Director. All homes rehabilitated under the Program must be located within the city limits of the City of San Antonio. Homeowners that receive assistance under this Program can receive assistance one time per every two (2) years from the date the first assistance is provided unless waived by Director.

4.2 Grantee shall commence the Program within thirty (30) days of the Effective Date of this Agreement and complete the Program no later than **June 30, 2026**.

4.3 Provided Grantee receives the funding described in this Agreement, Grantee hereby accepts full responsibility for the performance of all services and activities described in this Agreement. Grantee shall not make any substantial changes to the Programming without the prior written approval of City.

4.4 Grantee shall submit monthly updates on the project scope, schedule, and status of the Program to City. City shall have authority to inspect the project throughout the Agreement term to ensure compliance with this Agreement and ensure proper usage of City funds as proscribed by the Scope of Services.

4.5 Grantee agrees that City may carry out reasonable monitoring and evaluation activities to ensure compliance by Grantee with this Agreement, and Grantee shall provide reasonable access to City related to such activities, and with all other laws, regulations and ordinances related to the performance hereof.

4.6 Grantee agrees to abide by the City's Ethics Code and any amendments or revisions thereto. Grantee 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, terminate this Agreement for any violation of this Section.

4.7 Grantee's Program cannot cause permanent direct displacement of residents.

4.8 Grantee shall require homeowners to sign a one-year (1) restrictive covenant prohibiting the sale of the Property throughout the covenant period. Grantee is responsible for filing the executed restrictive covenant with the county real property records for the county in which the Property is located. A copy of the required Restrictive Covenant to be executed by the homeowner is attached hereto as **Attachment C**.

4.9 Grantee hereby acknowledges that it will administer the Program in a manner consistent with the City's goal and public purpose of improving housing opportunities for lower income residents in San Antonio.

V. FISCAL MANAGEMENT

5.1 It is mandatory that Grantee utilize an accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this Agreement.

5.2 Upon completion or termination of the Program as described in the Scope of Services, any unused funds, rebates, or credits must immediately be returned by Grantee to City.

5.3 Should any expense or charge that has been paid with funds from this Agreement be subsequently disapproved or disallowed because of any Program review or accounting audit, Grantee will immediately refund such amount to City. Grantee further authorizes City, if City so elects, to deduct such amount or charge as a claim against future payments, if any. The Director has the express authority to deduct such claims from subsequent payments.

VI. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

6.1 Grantee shall comply with all federal, state, and local laws, rules, and regulations in the rehabilitation or remodeling of all properties under this Agreement and will use all reasonable efforts to ensure compliance with the same by all contractors and subcontractors that may work or volunteer with the Program. In addition to the obligations set forth in Article XIII. Indemnification, Grantee agrees to assume all liability for failure to comply with any federal, state, or local law, rule or regulation governing the performance of the services under the Scope of Services. Failure to comply with this Section shall constitute cause to terminate this Agreement in accordance with Article VIII. Termination.

6.2 Non-Discrimination. As a party to this contract, Grantee 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.

6.3 Grantee understands and agrees that Grantee is required to refund money, pursuant to Chapter 2264 of the Texas Government Code, as amended, that Grantee has received from City through this Agreement, in the event of Grantee'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.

6.4 As a condition of entering into this Agreement, Grantee represents and warrants that it has complied with, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of City's SBEDA Ordinance No. 2016-05-19-0367. As part of such compliance, Grantee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Grantee retaliate against any person for reporting instances of such discrimination. Grantee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Grantee understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Grantee shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to City contracts.

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

VII. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY GRANTEE

7.1 Grantee 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. Grantee further agrees:

- 7.1.1 That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and with all generally accepted accounting practices; and
- 7.1.2 That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

7.2 Grantee 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 for a minimum of four (4) years from the termination of this Agreement. Records will be retained by Grantee in an electronic format and Grantee will forward the records to City at the end of the four-year period.

VIII. TERMINATION

8.1 "Termination" of this Agreement shall mean upon the termination date set forth in Section 1.1 of this Agreement or upon a decision to terminate by either City or Grantee, written notice of such, and the effective date thereof, shall be immediately provided to the other party in accordance with Article XXIV. Notices.

8.2 Termination by Agreement. This Agreement may be terminated by mutual agreement of the Parties. In the event the Parties agree to a mutual termination, both parties shall be fully released from all obligations under the Agreement, **except** that if funds have been paid by the City to Grantee, in whole or in part, prior to the effective date of the mutual termination under this Article, Grantee shall refund City those funds in an amount that is proportionate to the percentage of work that has not been completed by Grantee under the Scope of Services as of the effective date of the mutual termination.

8.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XXIV. Notices, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

8.3.1 The sale, transfer, pledge, conveyance, or assignment of this Agreement without prior approval, as provided in Article XX. Assignments; or

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

8.4 Should Grantee default in its performance of any of the terms or conditions of this Agreement, City shall deliver to the Grantee written notice thereof specifying the matters of default. Grantee shall have ten (10) days after its receipt of the written notice to cure such default. If Grantee fails to cure the default within such ten (10) day period, City may elect to terminate this Agreement, in whole or in part, upon written notice, as of the date provided in the notice.

8.5 If City terminates the Agreement under this Article and the funds have already been paid to Grantee by City, if the Project has not been completed, Grantee shall refund the amount of funds paid to Grantee by City in an amount that is proportionate to the percentage of work that has not been completed by Grantee under the Scope of Services as of the date of the Notice of Termination issued by the City.

8.6 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.

8.7 Regardless of how this Agreement is terminated, Grantee shall effect 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 Grantee, or provided to Grantee, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Grantee in accordance with Article XI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Grantee's sole cost and expense. Payment of compensation due or to become due to Grantee is conditioned upon delivery of all such documents, if requested by City.

8.8 Upon the effective date of expiration or termination of this Agreement, Grantee shall cease all operations of work being performed by Grantee or any of its subcontractors pursuant to this Agreement. Nothing in this Article is intended to prohibit Grantee from completing the Project on its own without funding from the City after the effective date of the termination.

8.9 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 Grantee for any default hereunder or other action.

IX. ADVERSARIAL PROCEEDINGS

9.1 In this Section "***Adversarial Proceeding***" shall mean any matter in which interests of the City and Grantee are not aligned or are otherwise contrary to one another. This includes any matter in dispute, litigation, claim, demand, or other action taken against the City in law or equity or based upon any other legal theory, seeking any remedy from the City.

9.2 The Parties agree that neither party shall threaten, initiate, or participate in any adversarial proceeding against the other, except for breach of contract of this Agreement, during the term of this Agreement. Should a dispute arise that is either related or unrelated to the terms of this Agreement between the Parties, the Parties agree to make a good faith effort to resolve the dispute through a meeting and/or mediation if mutually agreed, and to consider a mutual termination and release of this Agreement as provided in Section 8.2, prior to threatening, initiating, or participating in an adversarial proceeding against the other party. Failure of either party to comply with this Section shall constitute cause for termination under Section 8.3.

9.3 Grantee agrees that no monies paid to Grantee under this Agreement can be used to pay costs pertaining to or in any way fund an adversarial proceeding against the City.

9.4 Non-Appropriation. In the event that through action or no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City shall, thirty (30) days prior to the period for which funds are

not appropriated, send the Grantee written notice stating that the City of San Antonio failed to appropriate funds and that this Agreement is terminated.

X. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Grantee further 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 Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder;
- (C) No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee; and
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

10.2 Grantee covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of City; that Grantee 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, subcontractor, and consultants; that the doctrine of respondent superior shall not apply as between City and Grantee, its officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Grantee. Furthermore, Grantee acknowledges and agrees that while the City expects Grantee to procure contractors that will perform their work in a good and workmanlike manner, City in no way warrants the contractors' workmanship or qualifications to perform the work under this Agreement. Grantee expressly understands and agrees 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 Grantee under this Agreement and that the Grantee has no authority to bind or attribute liability for any injuries or damages to the City for any work or services performed pursuant to this Agreement.

XI. RECORDS RETENTION

11.1 Grantee 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"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the 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.

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

11.3 Grantee understands that as a recipient of public funds and a party to this Agreement with the city, certain records generated or maintained in connection with the Program and this Agreement are legally considered “public information” pursuant to Chapter 551 of the Texas Government Code (Public Information Act). Grantee shall notify City, immediately, in the event Grantee receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Grantee understands and agrees that City will process and handle all such requests.

XII. INSURANCE

12.1 No later than thirty (30) days after the Effective Date, Grantee must provide a completed Certificate(s) of Insurance to City’s NHSD. The certificate must be:

Clearly labeled with the legal name of the event in the Description of Operations block; completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance); and properly endorsed and have the agent’s signature, and phone number.

12.2 Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s NHSD. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

12.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, Grantee certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

12.4 The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

12.5 Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, at Grantee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If Grantee claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Independent Contractors	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate
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 \$500,000 per occurrence.
*If Applicable	

12.6 Grantee must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Grantee and provide a certificate of insurance and endorsement that names Grantee and City as additional insureds. Respondent shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.

12.7 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Grantee must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Attn: Neighborhood & Housing Service Department
P.O. Box 839966
San Antonio, Texas 78283-3966

12.8 Grantee's insurance policies must contain or be endorsed to contain the following provisions:

- (1) Name City and 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 City. The endorsement requirement is not applicable for workers'

compensation and professional liability policies;

- (2) Endorsement that the “other insurance” clause shall not apply to City where City is an additional insured shown on the policy. City’s insurance is not applicable in the event of a claim;
- (3) Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability, and auto liability policies in favor of City; and
- (4) Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal, or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

12.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Grantee’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.

12.10 In addition to any other remedies City may have upon Grantee’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Grantee to stop work and/or withhold any payment(s) which become due to Grantee under this Agreement until Grantee demonstrates compliance with requirements.

12.11 Nothing contained in this Agreement shall be construed as limiting the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee’s or its subcontractors’ performance of the work covered under this Agreement.

12.12 Grantee’s insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

12.13 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

12.14 Grantee and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XIII. INDEMNIFICATION

13.1 GRANTEE 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 GRANTEE's activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer, director, representative, employee, contractor or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this 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 GRANTEE 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.

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

13.3 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Grantee in fulfilling its obligation hereunder to defend and indemnify City unless such right is expressly waived by City in writing. Grantee 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 Grantee fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Grantee shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

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

XIV. CONFLICT OF INTEREST

14.1 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee 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.

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

14.3 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:

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

XV. POLITICAL ACTIVITY

15.1 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.

XVI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

16.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence, and related material submitted by Grantee, shall, upon receipt, become the property of City.

XVII. CONTRACTING

17.1 Any work or services contracted hereunder shall be contracted 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 Grantee. Grantee is responsible to ensure that all local, state, and federal permits and approvals required for the activities under this Agreement are obtained.

17.2 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

17.3 Grantee agrees that it will be liable to the City for any misconduct, including but not limited to any conduct involving dishonesty, theft, fraud, or other conduct of moral turpitude

that is injurious to the City's financial integrity and/or reputation, or that causes damage to the City of any nature whatsoever, which City may recover under any remedy of law or equity.

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 only be by the amendment in writing executed by both City's designee and Grantee under authority granted by formal action of the Parties' respective governing bodies.

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. INCORPORATION OF ATTACHMENTS

19.1 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": Proposed Program Budget
- Attachment "C": Restrictive Covenant

XX. ASSIGNMENTS

20.1 Grantee shall not transfer, pledge, or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXI. SEVERABILITY

21.1 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.

XXII. NON-WAIVER OF PERFORMANCE

22.1 No waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall 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.

22.2 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

22.3 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

XXIII. ENTIRE AGREEMENT

23.1 This Agreement 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.

XXIV. NOTICES

24.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Neighborhood & Housing Services Department
Attn: Director
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

GRANTEE:

Blueprint Ministries
Attn: Tyler Ferguson, Executive Director
P.O. Box 782128
San Antonio, Texas 78278

OR

2926 S. Presa
San Antonio, Texas 78210
(210) 533-2761
deedee@blueprintministry.com

24.2 Notice of change of address 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.

XXV. PARTIES BOUND

25.1 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.

XXVI. RELATIONSHIP OF PARTIES

26.1 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXVII. TEXAS LAW TO APPLY

27.1 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.

XXVIII. GENDER

28.1 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.

XXIX. CAPTIONS

29.1 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.

XXX. LEGAL AUTHORITY

30.1 Grantee 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.

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

XXXI. MISCELLANEOUS.

31.1 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED.

Texas Government Code §2252.152 provides that a governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent 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 Respondent's certification. If found to be false, or if Respondent is identified on said list during its contract with City, City may terminate the Contract for material breach.

31.2 PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.

This section 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.

"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.

"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.

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.

By submitting an offer to or executing contract documents with the City of San Antonio, Company 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. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

31.3 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

Texas Government Code §2271.002 provides that a governmental entity may not enter 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.

This section 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.

"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.

"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.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO,
a Texas municipal corporation

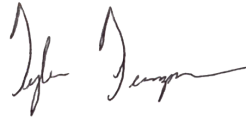
BLUEPRINT MINISTRIES,
a Texas nonprofit corporation

(Signature)

Printed Name: _____

Title: _____

Date: _____



(Signature)

Printed Name: Tyler Ferguson

Title: Executive Director

Date: 05/15/2025

APPROVED AS TO FORM:

Jameene Y. Williams
Assistant City Attorney

ATTACHMENT “A”
SCOPE OF SERVICES

Type of Rehabilitation Repairs	Check Which You Would be Interested in Doing	Annual Capacity*
Plumbing Repairs	Yes (minor)	10-15 projects
Structural Repairs	Yes (not foundation)	10-15 projects
Roofing Repairs	yes	10-15 projects

*The annual capacity estimates in the above chart reflect the capacity of this project, not the overall capacity of the organization

Staffing Plan:

The project contained in this proposal seeks to hire three full-time employees (two Home Repair Specialists and one Home Repair Manager) who would complete home repair projects in-house, in addition to the work already completed by volunteers. This option, while less cost effective than utilizing volunteers, is significantly more cost effective than hiring contractors to complete the same work. It is estimated that in the first year of operation, this program would **double Blueprint’s capacity** for home repair projects. Additionally, adding an in-house option for home repair would significantly decrease the wait time experienced by applicants. Currently homeowners can wait up to 18 months for work to begin on their home. This wait time is primarily due to the limited availability of volunteer teams. With an in-house home repair team, the wait time for work to begin will decrease to no longer than 6 months.

The in-house repair team will consist of two Home Repair Specialists supervised by a Home Repair Manager. They will be overseen by a Construction Director who is a Certified Aging in Place Specialist.

The Home Repair Specialists will be assigned projects based on applications received from Homeowners. When an application is received, the Construction Director and/or Home Repair Specialist will conduct a construction preview to determine what projects are needed and whether they are within the scope of Blueprint. During this process a Home Risk Assessment will be completed to help determine the severity of the condition of the home in relation to other applicants. After the preview, the Homeowner Registrar will interview the homeowner to better understand their situation and how their home’s condition affects them. This information obtained from the preview and interview will be used by the Home Repair Manager to determine what projects are assigned for work and in what order. Three days prior to work beginning, the Homeowner Registrar will present the homeowner with a contract detailing the repair work that will be completed. If required, the homeowner will also be asked to sign 1-year restrictive covenant.

While the project is underway, the Home Repair Specialists will be under the consistent

supervision of the Home Repair Manager, ensuring that all work is completed correctly. All work conducted by Blueprint allows the homeowner to remain in their home throughout the process.

Upon completion of the project, the Home Repair Manager or Construction Director will inspect the work with the homeowner. At this time, the homeowner will sign a Work Completion addendum acknowledging that all work has been completed.

Finally, the Homeowner Registrar will conduct a post-interview with the homeowner to ensure that their needs were met and to help connect them with another nonprofit organization who can assist them with another area of need.

Outcomes of the project are measured through the administering of a pre- and post-work assessment, evaluating the impact of the repair project on the homeowner, as well as a pre- and post-work risk assessment, evaluating the improvement in the home's condition. The outcomes measured by this program include:

- a. Homes will see a 50% or better improvement in their risk assessment score.
- b. 95% of homeowners will report a decreased level of stress associated with the condition of their home.
- c. 90% of homeowners will be more likely to invite friends over to their home after repairs are completed, resulting in decreased feelings of isolation.
- d. 95% of homeowners will report feeling safer inside their home.

Warranty:

Blueprint is required to provide a 1-year workmanship warranty.

Volunteer and Contracting Plan:

This proposed plan would not utilize volunteers. Rather, the plan involves utilizing Blueprint staff members to carry out all home restoration projects. This work will be completed as an addition to the over 50 projects each year that are completed by volunteers. Additionally, the proposed plan's use of contractors would be exceedingly rare. The cost of contractors would be 2-3 times greater than utilizing an in-house team. In the rare situation in which a contractor must be engaged, the Home Repair Manager and Construction Director will work together to collect at least two bids from reputable contractors. Once selected, the Home Repair Manager will oversee all work.

Cost Estimating and Financial Plan:

Cost estimates are generated by combining a number of collected data points prior to beginning the project. Blueprint utilizes cost estimating software such as Eagle View to correctly determine the size of projects and the amount of materials needed. During the construction preview, experienced construction personnel (The Construction Director and Home Repair Manager) will carefully evaluate all possible projects, including taking measurements, estimating the time required, and materials needed to complete the project. All these data points are then compiled

into a line-by-line estimate outlining the labor and material cost of the project. As previously described, project completion is verified by either the Construction Director or Home Repair Manager and the homeowner. The project is considered complete and all permits are closed when the homeowner has signed the Work Completion addendum.

Blueprint will utilize other sources of funding to supplement funding from this agreement for construction costs. These other funding sources include earned income from summer camp fees and facility rentals, as well as donations given by individuals and private foundations. Additionally, Blueprint has 3 months of cash reserves in an endowment. Between other funding sources and cash reserves, Blueprint has the available capital to fund projects prior to reimbursement from this agreement.

ATTACHMENT “B”
PROPOSED PROGRAM BUDGET

LINE ITEM	TOTAL COSTS		
Year 1	Requested from City \$ _320,000_	Admin Costs 15%	Internally Leveraged Funds \$ _100,000_
Renewal Year 1	Requested from City \$ _350,000_	Admin Costs 15%	Internally Leveraged Funds \$ _150,000_
Renewal Year 2	Requested from City \$ _375,000_	Admin Costs 15%	Internally Leveraged Funds \$ _200,000_
TOTAL COST REQUESTED FOR ALL SERVICES AND WORK PERFORMED UNDER THE SCOPE OF SERVICES IDENTIFIED WITHIN THIS RFP.	\$1,045,000 + \$156,750 admin costs = \$1,201,750 Total		
Per Project Maximum Costs:	\$10,000 _____		

ATTACHMENT “C”
RESTRICTIVE COVENANT

DECLARATION OF RESTRICTIVE COVENANT

_____ (“**DECLARANT**”) makes this Restrictive Covenant on the _____ day of _____, 202__ (“**Effective Date**”) to assure the long-term residential use of the real property described below. When the context requires, singular nouns and pronouns include the plural.

1. DECLARANT is the record owner of the real property located in the City of San Antonio, Bexar County, Texas (“**Property**”), and as more particularly described as follows:

Legal Description: _____

Street Address: _____, San Antonio, Texas _____.

2. DECLARANT is the recipient of Home Rehab Assistance Program (“**Program**”) funds, having been awarded the sum of _____ (\$_____) (“**Grant Funds**”) from the City of San Antonio (“**CITY**”) for home repairs to the residential home located on the Property.

3. In consideration of the Grant Funds, DECLARANT hereby agrees to restrict the use of the Property in the manner set forth in this Restrictive Covenant for a continuous period of one (1) year after the Effective Date of this Restrictive Covenant (“**Covenant Period**”). DECLARANT assigns, adopts, and imposes on the Property the following conditions, covenants, and restrictions, which shall be a covenant running with the land and shall be binding upon any purchaser, grantee, owner, or lessee of any land or building on the Property, and each of their respective heirs, executors, administrators, devisees, successors, and assigns:

- A. The Property must remain occupied by DECLARANT and cannot be sold, conveyed, or transferred during the Covenant Period.
- B. If the Property is sold, transferred, or conveyed, whether voluntarily or involuntarily, during the Covenant Period, CITY shall be entitled to recapture from DECLARANT and DECLARANT’s successor(s)-in-title the Grant Funds as of the date of sale, transfer, or conveyance of the Property.
- C. If the Property is not sold, transferred, or conveyed but instead ceases to be DECLARANT’s principal residence during the Covenant Period, CITY shall be entitled to recapture from DECLARANT or

DECLARANT's successor(s)-in-title the Grant Funds as of the date that DECLARANT ceased to occupy the Property.

- D. If the Property is transferred or conveyed during the Covenant Period through probate, inheritance, devise, descent, or operation of law due to the death of DECLARANT, DECLARANT's heir(s) must qualify for the Program, meet the Program's income eligibility criteria, and assume this Restrictive Covenant and all Program obligations. DECLARANT's heir(s) that do not meet all the requirements of the Program during the Covenant Period shall pay the CITY the total amount of the Grant Funds, which shall be due to CITY before the expiration of the Covenant Period set forth in this Restrictive Covenant.

4. Upon violation of any provision of this Restrictive Covenant, DECLARANT and DECLARANT's successors and assigns shall pay to CITY the full amount of the Grant Funds, which shall be due to CITY on or before the expiration of the Covenant Period set forth in this Restrictive Covenant.

5. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Restrictive Covenant including, but not limited to, the obligation to repay the Grant Funds for violation of this Restrictive Covenant, whether or not any reference to this Restrictive Covenant is contained in the instrument by which the Property was conveyed to such person.

6. This Restrictive Covenant shall be binding upon the undersigned DECLARANT and all successive owners of the Property or any part thereof. Whenever in this Restrictive Covenant a reference is made to a party, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party.

ADOPTED as of the Effective Date set forth above by:

DECLARANT:

(ACKNOWLEDGMENT)

STATE OF TEXAS §

§

COUNTY OF BEXAR §

 This Instrument was acknowledged before me on this _____ day of
_____, 202__, by _____.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

City of San Antonio
City Attorney's Office
P.O. Box 839966
San Antonio, Texas 78283-3966