

ORDINANCE 2022-12-15-0976

**APPROVING BUSINESS DEVELOPMENT ORGANIZATION PARTNER AGREEMENTS WITH SAN ANTONIO FOR GROWTH ON THE EASTSIDE (SAGE) IN AN AMOUNT NOT TO EXCEED \$358,668.00; WESTSIDE DEVELOPMENT CORPORATION (dba PROSPER WEST SAN ANTONIO) IN AN AMOUNT NOT TO EXCEED \$358,668.00; SOUTHSIDE FIRST ECONOMIC DEVELOPMENT COUNCIL (SOUTHSIDE FIRST) IN AN AMOUNT NOT TO EXCEED \$100,000. EACH AGREEMENT FOR A TERM OF ONE YEAR WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS.**

\* \* \* \* \*

**WHEREAS**, business development organization partners promote essential economic development support, provide community leadership in their respective geographical areas, and contribute to the city-wide small business ecosystem; and

**WHEREAS**, the agreements focus on identifying and addressing barriers to create opportunities; increased opportunity and access to capital; coordinate a sustainable small business ecosystem; support of placemaking efforts and identify future opportunities; and serve as a trusted collaborator and small business resource partner; and

**WHEREAS**; funding for these organizations was approved through the adopted the annual operating and capital budget for the City of San Antonio for Fiscal Year 2023, Ordinance No. 2022-09-15-0674 passed and approved on September 15, 2022 the City Council; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to authorize and approve three (3) business development organization partner agreements to promote state and local economic development and to stimulate business activity in the municipality; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of the business development organization partner agreements with Southside First Economic Development Council (Southside First), Westside Development Corporation (dba Prosper West San Antonio), and San Antonio for Growth on the Eastside (SAGE) attached hereto as **Exhibit A, Exhibit B, and Exhibit C** are hereby each and individually approved.

**SECTION 2.** The City Manager, or designee, is authorized to execute each Agreement as approved in Section 1 above which have been incorporated into this Ordinance for all purposes.

**SECTION 3.** Funding in the amount of \$517,336.00 for this ordinance is available in Fund 11001000, Cost Center 1603010001 and General Ledger 5202025 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

**SECTION 4.** Funding in the amount of \$200,000.00 for this ordinance is available in Fund 11001000, Cost Center 1601010001 and General Ledger 5201040 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

**SECTION 5.** Funding in the amount of \$100,000.00 for this ordinance is available in Fund 11001000, Cost Center 1602040001 and General Ledger 5202025 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

**SECTION 6.** Additional funding is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the contract terms of this Ordinance.

**SECTION 7.** Payment in the amount of \$358,668.00 is authorized to San Antonio for Growth on the Eastside (SAGE) and should be encumbered with a purchase order.


**SECTION 8.** Payment in the amount of \$358,668.00 is authorized to Westside Development Corporation (dba Prosper West San Antonio) and should be encumbered with a purchase order.

**SECTION 9.** Payment in the amount of \$100,000.00 is authorized to Southside First Economic Development Council (Southside First) and should be encumbered with a purchase order.

**SECTION 10.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 11.** This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the passage hereof.

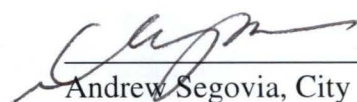
**PASSED and APPROVED this the 15<sup>th</sup> day of December 2022.**

  
M A Y O R  
RON NIRENBERG

**ATTEST:**

  
Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney





## City of San Antonio

### City Council Meeting December 15, 2022

36.

2022-12-15-0976

Ordinance approving business development organization partner agreements with San Antonio for Growth on the Eastside (SAGE) for \$358,668, Westside Development Corporation (dba Prosper West San Antonio) for \$358,668, and Southside First Economic Development Council (Southside First) for \$100,000 for terms of one year with options to renew for two additional one-year terms. Funding is from the FY 2023 General Fund Adopted Budget. [Alejandra Lopez, Assistant City Manager; Brenda Hicks-Sorensen, Director, Economic Development]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Gallagher

## **EXHIBIT A**



STATE OF TEXAS

§

**FUNDING AGREEMENT BETWEEN  
THE CITY OF SAN ANTONIO AND  
SOUTHSIDE FIRST ECONOMIC  
DEVELOPMENT COUNCIL**

COUNTY OF BEXAR

§

This Funding Agreement ("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 City Manager or designee and Southside First Economic Development Council, a Domestic Nonprofit Corporation, organized in the State of Texas, by and through its Chief Executive Officer Gabriel Cadena ("Grantee") pursuant to Ordinance No. 2002-09-15-0674 passed and approved on September 15, 2022 and Ordinance No. 2022- 12-15-\_\_\_\_\_ passed and approved on December 15, 2022. Together, the City and Grantee may be referred to herein as "Parties".

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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date as evidenced by the date of execution of this Agreement and shall terminate on October 31, 2023.
- 1.2 City shall have the option to renew this Agreement under the same terms and conditions for up to two (2) additional one (1) year terms. All renewals and extensions shall be in writing and signed by the City Manager, or his/her designee subject to and contingent upon appropriation of funds and expenditures due hereunder.
- 1.3 If the 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 at the expiration of each of the City's budget periods.

**II. GENERAL PROVISIONS**

- 2.1 Grantee agrees by the execution of this Agreement to comply with any and all provisions of this Agreement and accept administrative and fiscal responsibility for the use and documentation of the expenditures of funds provided by City.
- 2.2 Grantee is authorized and shall, pursuant to the City's Economic Development Department Director's ("Director") request, publicly acknowledge that the City is supportive of the objectives described in the Scope of Services and that the City has contributed to the cause of realizing such objectives.
- 2.3 Grantee represents, warrants, assures and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities herein required.

- 2.4 The signatory of this Agreement on behalf of 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.
- 2.5 In the event that a dispute arises as to the legal authority of either Grantee, or the person signing on behalf of Grantee, to enter into this Agreement, City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement. Should City suspend or permanently terminate this Agreement pursuant to this paragraph, however, Grantee shall be liable to City for any money it has received from City for performance of any of the provisions herein.
- 2.6 Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of Grantee or City.
- 2.7 City designates the Economic Development Department (EDD) as the department responsible for the management and monitoring of this Agreement. Other City departments may function in a supporting role and City may change the managing City department by providing Grantee thirty (30) days prior written notice.
- 2.8 Grantee agrees that during the term of this Agreement, any duly authorized representative of City shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.
- 2.9 The submission of falsified information or the failure to timely submit all information by Grantee as requested by City is grounds for termination of this Agreement.

### III. FUNDING

- 3.1 As per Grantee's FY2023 Budget, attached as **Attachment II** and incorporated by reference herein in its entirety, City has committed and agrees to pay Grantee a total amount not to exceed **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** to be apportioned, distributed, and used by Grantee as follows :
- 3.1.1 Following approval of this Agreement by a duly authorized City Ordinance and execution of the Agreement, these funds shall be disbursed to Grantee in three (3) distributions as follows:
- i. The first distribution of \$50,000.00 shall be upon execution of this Agreement by both parties.
  - ii. The second distribution of \$40,000.00 shall be distributed following submission of the Second Quarter Report.



- iii. The third distribution of \$10,000.00 shall be distributed following submission of certification of 100% matching funds.

Should Grantee fail to complete any of the requirements as set out in **Attachment I**, City, at its sole discretion, may withhold the any distributions until such requirements are met.

- 3.1.2 Grantee shall submit invoices to City, in a form acceptable to City, which City shall pay within thirty (30) days of receipt and approval by Director. Original invoices shall be submitted electronically directly to the City of Antonio, Accounts Payable section of the Finance Department to the following e-mail address: [accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Grantee shall submit a copy of the invoice to the City of San Antonio, Economic Development Department liaison. Please include the EDD coordinator, [gladys.gonzalez@sanantonio.gov](mailto:gladys.gonzalez@sanantonio.gov) in the correspondence to ensure the invoice is processed.

- 3.2 No additional fees or expenses of Grantee shall be charged by Grantee nor be payable by City. Grantee shall be solely responsible for and provide for all necessary funding for its budget beyond the City's commitment. In the event the Scope of Services set out in **Attachment I** is adjusted downward without changing the nature of the services, the Director, without further City Council action, shall have the option of adjusting the City's commitment downward accordingly. In no event shall City be liable for any expense of Grantee not eligible or allowable under this Agreement.
- 3.3 Grantee shall not use funds from this Agreement for purposes other than those listed in sections 3.1.1 and 3.1.2 without prior written consent from Director. Notwithstanding the foregoing, the scope of services may be amended through the City Council budget process at such time as City exercises any renewal pursuant to Article 1. Term so long as:
  - 1) the revised scope continues to support the public purpose of improving economic development opportunities for businesses and residents of San Antonio; and
  - 2) City Council has appropriated additional funding for such extended term.
- 3.4 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.
- 3.5 Grantee understands that the funds provided pursuant to this Agreement are City funds and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City.
- 3.6 Grantee understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of San Antonio. Should City implement a reduction in General Fund expenditures, then agreements funded by City's General Fund, including this Agreement, may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.

- 3.7 All City-funded Services provided by Grantee hereunder shall be performed to the satisfaction of City. The determination made by the Director shall be final, binding and conclusive on all Parties hereto. City reserves the right to request a return of City funds for services performed by Grantee, which is not satisfactory to Director. City shall notify Grantee in writing of any decision to request return of City funds. Should City elect to terminate this Agreement, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.
- 3.8 Grantee shall also fulfill the following requirements:
- 3.8.1 Grantee shall provide EDD with proper documentation verifying receipt of prior year funding commitments from all other specified sources for Grantee, if any.
- 3.8.2 Grantee shall provide EDD with quarterly reports in accordance with the schedule set out in Attachment I that outline the contributions received (to include all sources of funding) and expenditures made during that quarter.
- 3.8.3 Grantee shall submit all required and requested documents to EDD for review of Grantee's expenditures and activities.
- 3.8.4 Any requests for FY 2024 funding must be submitted to EDD no later than June 1, 2023.
- 3.9 Grantee agrees to abide by the City's current Ethics Code or any amendment 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, cancel this Agreement for any violation of this section.
- 3.10 Grantee agrees to establish internal procedures that ensure that employees funding or partially funded by this Agreement have an established complaint and grievance policy:
- 3.10.1 Such grievance policy shall include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 3.10.2 In the event no complaint and grievance policy has been established, Grantee shall follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this Agreement.

#### **IV. FISCAL MANAGEMENT**

- 4.1 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 and implement administrative controls to preclude theft,



embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.

- 4.2 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.
- 4.3 Upon completion or termination of the Services as described in **Attachment I**, Scope of Services, any unused funds, rebates or credits must immediately be returned by Grantee to City.
- 4.4 Should any expense or charge that has been paid with funds from this Agreement be subsequently disapproved or disallowed as a result of any 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.
- 4.5 Grantee shall establish an account with a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. Such account shall be a separate account and Grantee shall not commingle the funds received pursuant to this Agreement with any other funds to ensure a separation of funds, unless otherwise approved by the Director.
- 4.6 Grantee may leverage funds provided pursuant to this Agreement either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by Director.
- 4.7 No fees may be charged to or donations requested from participants in any City-funded agreement without the prior written approval of Director.

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

- 5.1 Grantee 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 contractors and subcontractors that may work or volunteer with Grantee.
- 5.2 Grantee must conform to Americans with Disabilities Act requirements.
- 5.3 As a party to this contract, Grantee understands and agrees to comply with the Non-Discrimination Policy of the City contained in Chapter 2, Article X and as further described in Article XVI.
- 5.4 Grantee, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any worker during the Term of this Agreement who is not lawfully, admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Workers"). If Grantee is convicted of a violation under 8

U.S.C. Section 1324a(f), then Grantee shall repay City the amounts granted by this Agreement for the year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within one-hundred twenty (120) business days after the date Grantee is notified by City of such violation. City, in its sole discretion, may extend the period for repayment herein. Additionally, Grantee shall pay interest on the amounts due to City under this Article V at the rate of five percent (5%) per annum from the date of such violation notice until paid. Grantee shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate or franchisee or by a person with whom Grantee contracts.

- 5.5 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.
- 5.6 Grantee will complete and submit City's Ethics Disclosure Form prior to Grantee's receipt of any City funds.

## VI. SCOPE OF SERVICES

- 6.1 Grantee will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Services ("Services") attached hereto and incorporated herein for all purposes as **Attachment I**.
- 6.2 Grantee further acknowledges that it will administer the Services in a manner consistent with the public purpose of improving economic development opportunities for businesses and residents of San Antonio.
- 6.3 All work performed by Grantee hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Grantee, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Grantee's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work,



as stated herein, even should City elect not to terminate. City shall notify Grantee in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

#### **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, including Article IX. Records Retention, 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.

#### **VIII. FURTHER REPRESENTATION WARRANTIES AND COVENANTS**

8.1 Grantee further represents and warrants that:

8.1.1 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.

8.1.2 Any supporting financial statements heretofore or hereafter provided to City are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of Grantee on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to City, there has been no material change, adverse or otherwise, in the financial condition of Grantee.

8.1.3 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.

8.1.4 No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.

8.1.5 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.

8.1.6 None of the assets of Grantee are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by Grantee to City.

- 8.2 Grantee covenants and agrees that Grantee 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, subcontractors 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. 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 Grantee under this Agreement and that the Grantee has no authority to bind the City.

#### **IX. RECORDS RETENTION**

- 9.1 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. Records shall be retained by Grantee in an electronic format.
- 9.2 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. Grantee shall return the documents to City at Grantee's expense prior to or at the conclusion of the retention period. Grantee may retain a copy of the documents at its sole cost and expense.
- 9.3 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.

#### **X. INSURANCE**

- 10.1 No later than 30 days before the scheduled event, Grantee must provide a completed Certificate(s) of Insurance to City's Economic Development Department. 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);



- properly endorsed and have the agent's signature, and phone number.

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 Economic Development Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

- 10.2 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.
- 10.3 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 the Grantee claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

| INSURANCE TYPE   | LIMITS  |
|--|---|
| Crime Coverage/Employer Dishonesty Liability Insurance | \$100,000.00 (Limit can be provided entirely or in the amounts per the distribution amount in section 3.) |

- 10.4 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.
- 10.5 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: Economic Development Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

- 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.
  - 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.
  - Grantee shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
  - 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 Grantee and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## XI. INDEMNIFICATION

- 11.1 **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.

- 11.2 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 the City in writing within twenty-four (24) hours of any claim or demand against the 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. The 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.
- 11.3 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 counsel of its own selection and at its own expense, without waiving the foregoing.
- 11.4 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.

## **XII. CONFLICT OF INTEREST**

- 12.1 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.

- 12.2 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.
- 12.3 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:
- 12.3.1 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;
- 12.3.2 Have any direct or indirect interest in this Agreement or the proceeds thereof.

### **XIII. POLITICAL ACTIVITY**

- 13.1 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.

### **XIV. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

- 14.1 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.

### **XV. CONTRACTING**

- 15.1 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.
- 15.2 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.
- 15.3 Grantees shall determine whether criminal background checks should be required for employees of Grantee providing services hereunder. Should Grantees determine that background checks are necessary, Grantees shall ensure that all of Grantees' staff members have cleared a criminal background check within 30 days of execution of this Agreement.



## **XVI. NONDISCRIMINATION**

- 16.1 As a party to this Agreement, 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.
- 16.2 Grantee agrees to post in a conspicuous place available to employees and applicants of reemployment funded or partially funded under this Agreement, notices to be provided by the contracting officer setting forth the provisions of this Non-Discrimination Clause.
- 16.3 Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age, disability or political belief or affiliation.
- 16.4 Grantee agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-Discrimination provision and any additional policies as may be required as a result of local, state or federal initiatives. Grantee will furnish all information and reports requested by City and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- 16.5 In the event of Grantee's failure or refusal to comply with this Non-Discrimination Clause, this Agreement may be canceled, terminated or suspended in whole or in part, and Grantee may be debarred from further contracts with City.

## **XVII. CHANGES AND AMENDMENTS**

- 17.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment executed by the City Manager or designee and Grantee.
- 17.2 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.

## **XVIII. TERMINATION**

- 18.1 Grantee understands and agrees that this Agreement is subject to mutual termination. Therefore, either Party shall have the option of terminating this Agreement by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective

date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, any and all unused funds either allocated and in possession of Grantee or unallocated and in the possession of City shall be the sole property of City and City shall have the right to (1) repayment of any and all funds previously distributed by City to Grantee hereunder but which Grantee has not expended as of the termination date; or (2) retain any and all funds allocated to Grantee hereunder but which City has not distributed to Grantee as of the date of the termination notice.

- 18.2 Grantee understands and agrees that this Agreement may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, Grantee agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event that Grantee does not agree to any changes, Grantee shall have the option of terminating this Agreement by giving thirty (30) days written notice to City. Grantee shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions. If Grantee opts to terminate the Agreement, the provisions of Article 18.1 above shall apply.
- 18.3 Grantee understands and agrees that this Agreement is subject to a general reduction in funding. If City implements a reduction in the General Fund expenditures, agreements funded by City's General Fund, including this Agreement may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.
- 18.4 Should Grantee fail to fulfill in a timely and proper manner the obligations under this Agreement, as determined solely by the Director, or if Grantee should violate any of the covenants, conditions or stipulations of this Agreement, City shall have the right to terminate this Agreement by sending written notice to Grantee of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.
  - 18.4.1 Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude City's termination right for successive breach of the same condition.
  - 18.4.2 Notwithstanding the above, Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement and City may withhold funds otherwise due as damages.
  - 18.4.3 In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that Grantee's activities, programs or operations no longer are in the best interest of the City or its citizens. Adequate provisions shall be made for Grantee to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.



- 18.5 Should this Agreement be terminated by either Party for any reason and the program objectives not fully completed as stated in this Agreement and as determined solely by City after consultation with Grantee, Grantee shall refund unused funds.
- 18.6 Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement. City may withhold funds otherwise due as damages,

#### **XIX. AUDIT CONDITIONS AND REQUIREMENTS**

- 19.1 City, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements as opposed to certifications that the Balance sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this Agreement. Following thirty (30) days after a written request by City, Grantee shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.
- 19.2 It is imperative any auditor performing an audit of Grantee read the entire Agreement, including all attachments, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation.
- 19.3 All City funded contracts and agreements, including this Agreement, are subject to periodic audits at any reasonable hour of the day by City auditors. This includes the auditing of both Grantee and subcontractors related to this Agreement.
- 19.4 If Grantee expends \$50,000.00 or more in General Fund dollars during the term of this Agreement, then Grantee shall furnish EDD and other City Departments designated by EDD with audited financial statements, prepared by an independent auditor (Certified Public Accountant), within one hundred and twenty (120) days of the close of Grantee's fiscal year or within thirty (30) days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from City stating whether or not the terms and conditions of the Agreement were met. If the City determines, in its sole discretion, that Grantee is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Grantee pay for such audit. In addition, when Grantee has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

## **XX. INCORPORATION OF ATTACHMENTS**

20.1 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 I:** Scope of Services
- **Attachment II:** Grantee FY2023 Budget
- **Attachment III:** Quarterly Reporting Template
- **Attachment IV:** Outcomes Report Template

## **XXI. ASSIGNMENTS**

21.1 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 EDD. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

## **XXII. SEVERABILITY OF PROVISIONS**

22.1 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.

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

23.1 No waiver by City 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 City 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.

23.2 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.



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

#### XXIV. ENTIRE AGREEMENT

- 24.1 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.

#### XXV. NOTICES

- 25.1 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, 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, or when such notice or communication is sent electronically to the email address listed below, electronic service is deemed given on the date sent, upon receipt of confirmation of such electronic transmission (including PDF) except that electronic service after 5:00 p.m. local time of recipient shall be deemed served on the following business day. Either party may designate a different mailing or email address at any time upon written notice to the other party.

If intended for City, to:

City of San Antonio  
Economic Development Department  
Attn: Brenda Hicks-Sorensen, Director  
P.O. Box 839966  
San Antonio, TX 78283-3966

Brenda.hicks-sorensen@sanantonio.gov

If intended for Grantee, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

#### XXVI. PARTIES BOUND

- 26.1 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.

## **XXVII. GENDER**

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

## **XXVIII. RELATIONSHIP OF PARTIES**

- 28.1 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.

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

- 29.1 **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.**
- 29.2 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.
- 29.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

## **XXX. CAPTIONS**

- 30.1 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.

## **XXXI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 31.1 Texas Government Code §2271 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.
- 31.2 "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.
- 31.3 "Company" means a for-profit sole proprietorship, 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.



- 31.4 This section applies only to a contract that:
- (1) is between a governmental entity and a company with ten (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.
- 31.5 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 31.6 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN,  
OR FOREIGN TERRORIST ORGANIZATION**

- 32.1 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 §2252.153 or §2270.0201. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that: it is not identified on such a list; and that it will notify City should it be placed on such a list during the term of this contract. City hereby relies on Consultant's verification. If found to be false, or if Consultant is identified on such list during the term of this contract, City may terminate this contract for material breach.

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

- 33.1 Texas Government Code §2274 (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), provides that a governmental entity may not enter into a contract with a company for the purchase of 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.
- 33.2 This section applies only to a contract that:
- (1) is between a governmental entity and a company with at least ten (10) full-time employees; and
  - (2) has a value of at least \$100,000 that is to be paid wholly or partly from public funds of the governmental entity.
- 33.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies 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 this contract against a firearm entity or firearm trade association.

33.4 City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXIV. PROHIBITION ON CONTRACTS WITH COMPANIES  
BOYCOTTING CERTAIN ENERGY COMPANIES**

34.1 Pursuant to Texas Government Code §2274 (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), 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 this contract.

34.2 This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (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.

34.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of this contract.

34.4 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

*This Space Intentionally Blank. Signatures to Follow.*



XXXV. COUNTERPARTS; FACSIMILE OR EMAIL SIGNATURES

35.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

WITNESS OUR HANDS, EFFECTIVE as of 12/6/20 (the "Effective Date").

Accepted and executed on behalf of the City of San Antonio pursuant to City Ordinances aforementioned and Grantee pursuant to its authority.

CITY OF SAN ANTONIO  
A Texas Municipal Corporation

\_\_\_\_\_  
Alejandra Lopez

Assistant City Manager

SOUTHSIDE FIRST ECONOMIC DEVELOPMENT  
COUNCIL

Gabriela Cadena

Printed Name: Gabriela Cadena

Title: CEO

Approved as to Form:

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

**ATTACHMENT I**  
**SCOPE OF SERVICES**

**SCOPE**

To align with the City's Strategic Plan priorities of Innovation & Industry, Placemaking & Real Estate, Talent & Workforce, and Capacity & Resources; and to support Southside First's mission to foster economic prosperity, community bridging, and responsible development for South San Antonio. This scope of services includes supporting the following goals:

- Identify and address barriers to create opportunities
- Increased opportunity and access to capital
- Coordinate a sustainable small business ecosystem
- Support of placemaking efforts and identify future opportunities
- Serve as a trusted collaborator and small business resource partner

The below matrix outlines specific actions, outputs and outcomes expectations of the above stated goals.



| GOALS  | ACTION/PROGRAM  | OUTPUT   |
|--|---|--|
| <b>Coordinated and sustainable small business ecosystem</b>  | Match COSA General Fund Contribution  | <ul style="list-style-type: none"> <li>• Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in Section III of the Agreement.</li> <li>• Grantee shall develop a fundraising strategy and submit to EDD for approval no later than the Q2 report.</li> </ul>   |
| <b>Coordinated and sustainable small business ecosystem</b>  | Completion of strategic planning process  | <ul style="list-style-type: none"> <li>• Completion of a strategic plan</li> <li>• Strategic plan shall identify short-, medium- and long-range goals, focus areas, key initiatives and outcome metrics</li> </ul>   |
| <b>Coordinated and sustainable small business ecosystem</b>  | Small Business Referrals  | <ul style="list-style-type: none"> <li>• Establish a relationship with small businesses in which Southside First acts as a connector to the EDD Business Outreach Specialist</li> <li>• Directly connect 30 small businesses to outside small business service providers for additional financial and/or technical assistance.</li> <li>• Follow up with 100% of assisted businesses to review possibility of further supporting their business needs</li> </ul>                     |
| <b>Coordinated and sustainable small business ecosystem</b>  | Trusted collaborator and small business resource partner *<br>*See more under Partnership Support below | <ul style="list-style-type: none"> <li>• Monthly coordinating meetings</li> <li>• Coordinated effort with elected officials, City partners and City staff.</li> <li>• Co-promotion of events and opportunities</li> </ul>  |
| <b>Identify and address barriers to create opportunities</b> | Provide consultative services and business community events   | <ul style="list-style-type: none"> <li>• Assist 40 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.</li> <li>• Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter</li> <li>• Host four (4) resource fairs, workshops, or events for small businesses.</li> </ul> |
| <b>Identify and address barriers to create opportunities</b> | Support of Ready to Work Program  | <ul style="list-style-type: none"> <li>• Commit 5 businesses to signing the Ready to Work (RTW) employer pledge</li> <li>• Recruit a minimum of 5 businesses to participate in RTW roundtables and community</li> </ul>  |

| GOALS  | ACTION/PROGRAM  | OUTPUT   |
|--|---|--|
|  |   | events up to twice per year as requested by the City <ul style="list-style-type: none"> <li>• Participate in two (2) industry-specific jobs fairs hosted by City or partners; promote the job fairs to the community in service area</li> <li>• Promote RTW overall and encourage residents to sign up</li> <li>• Encourage area businesses to post jobs on WorkinTexas.com</li> </ul>         |
| <b>Support for Placemaking Efforts and Identify Future Opportunities</b> | Provide corridor specific consultative and technical assistance services to Missions area businesses  | <ul style="list-style-type: none"> <li>• Work with World Heritage Office, in coordination with the EDD Business Outreach Specialist, to identify businesses in the corridor for targeted outreach</li> <li>• Assist with identifying appropriate businesses to fill in vacancies/gaps along the corridors. Facilitate a dialogue between the property owner and prospective tenant.</li> </ul> |
| <b>Support for Placemaking Efforts and Identify Future Opportunities</b> | Recruit business participation to the <a href="http://www.worldheritagesa.com">www.worldheritagesa.com</a> website "Explore the Area" section and City of Gastronomy Calendar | <ul style="list-style-type: none"> <li>• Connect 15 businesses to this opportunity to highlight and market their services</li> <li>• Offer and provide assistance where requested to write descriptions and/or take photos for the directory</li> <li>• Offer and provide assistance with listing businesses on Trip Advisor</li> </ul>  |

#### **FY 2023 PLAN**

Southside First shall submit an annual plan with a budget plan in coordination with the above matrix no later than December 20, 2022.

#### **REPORTING**

Southside First shall submit reports in accordance with the schedule set out below.

**Quarterly Reports:** The quarterly reports shall include actual financial contributions, expenditures and a one-page highlight of activities in the past quarter including payroll, supplies, office expenses, etc. provided by Grantee as Attachment II Budget.

Each quarterly report should demonstrate progress towards annual goals and should demonstrate any requirements met as outlined in this Attachment I. Reports shall be due every three (3) months following the end of each quarter in accordance with the following schedule. Reports shall be submitted using the reporting template in Attachment III provided by grantor and accompanied by a one-page summary of quarter activity highlights.:

- Q2: January 1 – March 31. Report due April 30.
- Q3: April 1 – June 30. Report due July 31.
- Q4: July 1 – September 30. Report due October 31.



**Surveying:** Southside First shall conduct follow-up surveys at intervals of six (6), eighteen (18) and thirty-six (36) months to report on the above goals using the following performance metrics. EDD will work with a third party to develop the survey(s) that will be provided to Southside First for its use. Logistics will be discussed between both parties and mutually agreed to in writing no later than June 30, 2023.

| Goal  | Outcome   | Performance Metric  | Target  |
|---|---|---|---|
| Coordinated and sustainable small business ecosystem  | Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that report increased awareness of business programs and resources | 75% of businesses provided technical assistance reported satisfaction by the services provided to them                            |
| Coordinated and sustainable small business ecosystem  | Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that return for support  | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know           |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Demographics of businesses served   | 75% of businesses provided technical assistance located in an address with an Equity Atlas Combined Score of six or greater       |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Dollar amount leveraged from other funding sources                                      | 100% of matched funds leveraged from other funding sources  |
| Identify and address barriers to create opportunities | <u>Enhanced economic stability and growth</u>   | Percentage of businesses still open   | 75% of businesses provided technical assistance remain open at six (6), eighteen (18) and thirty-six (36) months after assistance |
| Identify and address barriers to create opportunities | <u>Enhanced economic stability and growth</u>   | Number of businesses that report increased hiring success                               | 75% of businesses participating in Ready to Work initiatives report increased hiring success                                      |
| Identify and address barriers to create opportunities | <u>Enhanced economic stability and growth</u>   | Jobs created  | 75% of businesses provided technical assistance reported new jobs created for their business                                      |

|   |   |   |   |
|---|---|---|---|
| Identify and address barriers to create opportunities             | <u>Enhanced economic stability and growth</u>                       | Jobs retained   | 75% of businesses provided technical assistance reported <u>the same number of jobs (or an increase of jobs) after receiving financial assistance; Businesses report there was no reduction or cuts of jobs from their initial number of jobs prior to receiving assistance</u> |
| Identify and address barriers to create opportunities             | Improved economic resiliency, well-being and opportunity for growth | Number of businesses with increased revenue   | 75% of businesses provided technical assistance reported higher revenues and profits  |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of participants in Southside First programs  | 75% of participants that attended a Southside First Program reported increased knowledge as a result of the program information provided  |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of businesses participating in Southside First events reporting an increase in client engagement | 75% of businesses participating in a Southside First event reported an increase in client engagement and retention  |

**Annual Report:** The annual report should be submitted at the end of Q4 no later than October 31, 2023 and shall include a cumulative summary of program highlights including the Back Office Program and the Store Front Grant Program and performance metrics and summary of data collected through surveys to-date. The annual report must also include year-end financial statements, an audited financial statement report, as well as final outcomes, report using the template provided in Attachment IV.

In addition, at the option of and upon request of the City, Grantee must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the Grantee's efforts to foster economic prosperity, engage in community bridging, and responsible development for Grantee's service area.

**Success Stories and Storytelling:**

- 7 client success stories must be provided by Southside First to the CITY annually detailing how Southside First assisted each business and helped businesses grow. Client stories should include a photograph of business owner in business space with signage or with product or service that demonstrates business operations and be provided to EDD no later than April 30, 2023. If



photos are included within a PDF or word document, they must also be submitted as a high-resolution JPEG.

- Each quarter, a selection of 10 photographs featuring businesses must be provided by Southside First to the City that can be used for various presentation needs of EDD.

**Partnership Support:**

- Southside First will meet with the City once per month with at least fifty (50) percent of meetings occurring in person, at the discretion of EDD.
- Southside First will provide City a minimum 30-day notice in regards of City Elected Officials or Leadership participation in partner programs or events for preparation purposes as a courtesy.
- Southside First will provide the City up to four (4) seats to community events hosted by Southside First.
- Southside First will list City as a sponsor for programs and appropriate community events.
- Southside First will participate in obtaining service area participation in City conducted surveys and provide feedback on tactics used in the efforts.

**Accessibility:**

Partner must have a physical location within geographical area with hours of operation accessible to the public. Southside First must have a physical location in order to increase accessibility and proximity to business owners while being adjacent to the south side business community. If partner is unable to attain a physical location before the beginning of Quarter 2, the City will provide assistance to accommodate partner with a physical location at an appropriate city facility.

**ATTACHMENT II  
BUDGET**

(To be provided by Grantee)



# ATTACHMENT III

## QUARTERLY REPORTING TEMPLATE

| Southside First Quarterly Report   |  |        |                          |                          |                          |               |
|--|--|--------|--------------------------|--------------------------|--------------------------|---------------|
| Category   | Programing and Deliverables  | Status | Quarter 2<br>(Jan - Mar) | Quarter 3<br>(Apr - Jun) | Quarter 4<br>(Jul - Sep) | Overall Total |
| Support Ready to Work Program  | Commit 5 businesses to signing the Ready to Work (RTW) employer pledge. Recruit a minimum of 5 businesses to participate in RTW roundtables and community events up to twice per year as requested by the City. Participate in industry specific jobs fairs hosted by City or partners; promote the job fairs to community in service area. Promote RTW overall and encourage residents to sign up. Encourage area businesses to post jobs on WorkinTexas.com. |        |                          |                          |                          |               |
|  | Total businesses committed to signing RTW employer pledge  | 0%     |                          |                          |                          | 0             |
|  | Total businesses participating in RTW roundtables and community events   | 0%     |                          |                          |                          | 0             |
|  | Total industry specific job fairs attended   |        |                          |                          |                          | 0             |
| Provide consultative services and business community events  | Assist 40 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc. Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter. Host four (4) resource fairs, workshops, or events for small businesses   | 0%     | 0                        | 0                        | 0                        | 0             |
|  | Total businesses assisted with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.  |        | 0                        | 0                        | 0                        | 0             |
|  | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|  | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|  | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
|  | Total Veteran-Owned Businesses   |        |                          |                          |                          | 0             |
|  | Type of assistance small businesses are coming in for  |        |                          |                          |                          |               |
|  | (#) businesses reporting they are seeking assistance with startup or expansion needs   |        |                          |                          |                          | 0             |
|  | (#) businesses reporting they are seeking assistance with financial counseling   |        |                          |                          |                          | 0             |
|  | (#) businesses reporting they are seeking assistance with access to capital  |        |                          |                          |                          | 0             |
|  | (#) businesses reporting they are seeking assistance with technical assistance   |        |                          |                          |                          | 0             |
|  | Host four (4) resource fairs, workshops or events for small businesses, one per quarter.   | 0%     |                          |                          |                          | 0             |
| Small Business Referrals   | Establish a relationship with small businesses in which Southside First acts as a connector to the EDD Business Outreach Specialist. Directly connect 30 small businesses to outside small business service providers for additional financial and/or technical assistance.  | 0%     | 0                        | 0                        | 0                        | 0             |
|  | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|  | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|  | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
| Business Corridor Activation Events<br>(any events, workshops, performances, walking tours, festivals, etc.) | Host two events or conduct two projects aimed to energize the community around a business corridor that boosts traffic to the businesses along selected corridor(s).   | 0%     |                          |                          |                          | 0             |
|  | Recruit business participation to the www.worldheritagesa.com website "Explore the Area" section and City of Gastronomy Calendar   | 0%     |                          |                          |                          | 0             |
| Match COSA General Fund Contribution   | Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in the Agreement   | 0%     | \$ -                     | \$ -                     | \$ -                     | \$ -          |

ATTACHMENT IV  
OUTCOMES REPORT TEMPLATE

| Outcome   | Target Goals  | (#) of Businesses Reported Goal Met | Total (#) of Responses Received | Outcome (%) | Target Goal (%)  | Goal Met (Yes/No) |
|---|---|-------------------------------------|---------------------------------|-------------|--|-------------------|
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that report increased awareness of business programs and resources                 | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported satisfaction by the services provided to them   | No                |
|   | Number of businesses that return for support  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know  | No                |
| Businesses in the hardest to reach areas and most historically underserved have increased opportunity | Demographics of businesses served   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance at an address with an Equity Atlas Combined Score of six or greater  | No                |
|   | Dollar amount leveraged from other funding sources  |                                     |                                 |             | 100% of matched funds leveraged from other funding sources   | No                |
| Enhanced Economic Stability and Growth  | Percentage of businesses still open   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance remain open at six (6), eighteen (18) and thirty six (36) months after assistance  | No                |
|   | after six (6) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (18) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (36) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | Number of businesses that report increased hiring success   | 0                                   | 0                               | #DIV/0!     | 75% of businesses that participate in Ready to Work initiatives report hiring success  | No                |
|   | Jobs created  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported new jobs created for their business   | No                |
|   | Jobs retained   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported the same number of jobs (or an increase of jobs) after receiving financial assistance. Businesses report there was no reduction or cuts of jobs from their initial number of jobs prior to receiving assistance | No                |
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses with increased revenue   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported higher revenues and profits   | No                |
| Strengthened connection between people and places   | Number of participants in Southside First Programs  | 0                                   | 0                               | #DIV/0!     | 75% of participants that participated in a Southside First event reported increased knowledge as a result of the event information provided  | No                |
|   | Number of businesses participating in Southside First events reporting an increase in client engagement | 0                                   | 0                               | #DIV/0!     | 75% of businesses participating in a Southside First Program reported an increase in client engagement and retention   | No                |



## **EXHIBIT B**

STATE OF TEXAS  
COUNTY OF BEXAR

§ FUNDING AGREEMENT BETWEEN  
§ THE CITY OF SAN ANTONIO AND  
§ WESTSIDE DEVELOPMENT CORPORATION

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 City Manager or designee, and Westside Development Corporation d/b/a Prosper West San Antonio ("Prosper West" or "Grantee"), a Domestic Nonprofit Corporation organized in the State of Texas, by and through its Director Ramiro Gonzales ("Grantee") referred to herein collectively as the "Parties".

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, City is authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and pursuant to City Ordinance No. 100684 City adopted an economic development program which meets the requirements of Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Grantee is engaged in an economic development project; and

**WHEREAS**, City has identified funds to be made available to Grantee to undertake and complete the Project; and

**WHEREAS**, the City Council of City has authorized the City Manager or his designee to enter into this Agreement with Grantee in accordance with City Ordinance No. 2022-09-15-0674 passed and approved on September 15, 2022, and City Ordinance No. 2022-12-15-\_\_\_\_\_ passed and approved on December 15, 2022, to grant said funds; **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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date as evidenced by the date of execution of this Agreement and shall terminate on October 31, 2023.
- 1.2 City shall have the option to renew this Agreement under the same terms and conditions for up to two (2) additional one (1) year terms. All renewals and extensions shall be in writing and signed by the City Manager, or his/her designee subject to and contingent upon appropriation of funds and expenditures due hereunder.
- 1.3 If the 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 at the expiration of each of the City's budget periods.

## II. GENERAL PROVISIONS



- 2.1 Grantee agrees by the execution of this Agreement to comply with any and all provisions of this Agreement and accept administrative and fiscal responsibility for the use and documentation of the expenditures of funds provided by City.
- 2.2 Grantee is authorized and shall, pursuant to the City's Economic Development Department Director's ("Director") request, publicly acknowledge that the City is supportive of the objectives described in the Scope of Services and that the City has contributed to the cause of realizing such objectives.
- 2.3 Grantee represents, warrants, assures and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities herein required.
- 2.4 The signatory of this Agreement on behalf of 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.
- 2.5 In the event that a dispute arises as to the legal authority of either Grantee, or the person signing on behalf of Grantee, to enter into this Agreement, City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement. Should City suspend or permanently terminate this Agreement pursuant to this paragraph, however, Grantee shall be liable to City for any money it has received from City for performance of any of the provisions herein.
- 2.6 Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of Grantee or City.
- 2.7 City designates the Economic Development Department (EDD) as the department responsible for the management and monitoring of this Agreement. Other City departments may function in a supporting role and City may change the managing City department by providing Grantee thirty (30) days prior written notice.
- 2.8 Grantee agrees that during the term of this Agreement, any duly authorized representative of City shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.
- 2.9 The submission of falsified information or the failure to timely submit all information by Grantee as requested by City is grounds for termination of this Agreement.

### **III. FUNDING**

- 3.1 As per Grantee's FY2023 Budget, attached as **Attachment II** herein incorporated by reference in its entirety, City has committed and agrees to pay Grantee a total amount not to exceed **THREE**

**HUNDRED FIFTY-EIGHT THOUSAND AND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS** (\$358,668.00) in accordance with the Scope of Services set out in **Attachment I**, herein incorporated by reference in its entirety for all intents and purposes. Funding to be apportioned, disbursed, and used by Grantee as follows:

3.1.1 General Fund FY 2023. In exchange for Grantee undertaking and completing the services and duties herein, City will pay Grantee an amount not to exceed **TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS** (\$258,668.00), to be used solely for operations and general economic activity in accordance with Attachment I. Scope of Services.

- a. General Fund Disbursement. Following approval of this Agreement by a duly authorized City Ordinance and execution of the Agreement, these funds shall be disbursed to Grantee in three (3) distributions as follows:
  - i. The first distribution of \$129,334.00 shall be upon execution of this Agreement by both parties.
  - ii. The second distribution of \$100,000.00 shall be distributed following submission of the Second Quarter Report.
  - iii. The third distribution of \$29,334 shall be distributed following submission of certification of 100% matching funds.

3.1.2 EDIF Grant FY 2023. In exchange for Grantee undertaking and completing the services and duties herein, City will provide Grantee with a grant from the Economic Development Incentive Fund ("EDIF") in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS** (\$100,000.00) for the funding, or partial funding, of Grantee toward its Small Business Loan and Grant Program or other authorized uses, in compliance with **Attachment I**.

- b. EDIF Grant Disbursement. These funds shall be disbursed to the Grantee in two (2) disbursements. The first distribution of \$50,000 shall be upon execution of this Agreement by both parties. The second disbursement of \$50,000 shall be following 50% of funds spent of the initial \$50,000. All funds utilized shall be in compliance with the City's EDIF Guidelines and shall be used only for economic development purposes.

Should Grantee fail to complete any of the requirements as set out in **Attachment I**, City, at its sole discretion, may withhold or recapture any distributions until such requirements are met.

3.1.2 Grantee shall submit invoices to City, in a form acceptable to City, which City shall pay within thirty (30) days of receipt and approval by Director. Original invoices shall be submitted electronically directly to the City of San Antonio, Accounts Payable section of the Finance Department to the following e-mail address: [accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Grantee shall submit a copy of the invoice to the City of San Antonio, Economic Development Department liaison. Please include the EDD coordinator, Gladys Gonzalez



at gladys.gonzalez@sanantonio.gov in the correspondence to ensure the invoice is processed.

- 3.2 No additional fees or expenses of Grantee shall be charged by Grantee nor be payable by City. Grantee shall be solely responsible for and provide for all necessary funding for its budget beyond the City's commitment. In the event the Scope of Services set out in **Attachment I** is adjusted downward without changing the nature of the services, the Director, without further City Council action, shall have the option of adjusting the City's commitment downward accordingly. In no event shall City be liable for any expense of Grantee not eligible or allowable under this Agreement.
- 3.3 Grantee shall not use funds from this Agreement for purposes other than those listed in sections 3.1.1 and 3.1.2 without prior written consent from Director. Notwithstanding the foregoing, the scope of services may be amended through the City Council budget process at such time as City exercises any renewal pursuant to Article 1. Term, .1 so long as:
  - 1) the revised scope continues to support the public purpose of improving economic development opportunities for businesses and residents of San Antonio, and
  - 2) City Council has appropriated additional funding for such extended term.
- 3.4 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.
- 3.5 Grantee understands that the funds provided pursuant to this Agreement are City funds and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City.
- 3.6 Grantee understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of San Antonio. Should City implement a reduction in General Fund expenditures, then agreements funded by City's General Fund, including this Agreement, may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.
- 3.7 All City-funded Services provided by Grantee hereunder shall be performed to the satisfaction of City. The determination made by the Director shall be final, binding and conclusive on all Parties hereto. City reserves the right to request a return of City funds for services performed by Grantee, which is not satisfactory to Director. City shall notify Grantee in writing of any decision to request return of City funds. Should City elect to terminate this Agreement, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.
- 3.8 Grantee shall also fulfill the following requirements:
  - 3.8.1 Grantee shall provide EDD with proper documentation verifying receipt of prior year funding commitments from all other specified sources for Grantee, if any.

- 3.8.2 Grantee shall provide EDD with quarterly reports in accordance with the schedule set out in Attachment I that outline the contributions received (to include all sources of funding) and expenditures made during that quarter.
- 3.8.3 Grantee shall submit all required and requested documents to EDD for review of Grantee's expenditures and activities.
- 3.8.4 Any requests for FY 2024 funding must be submitted to EDD no later than June 1, 2023.
- 3.9 Grantee agrees to abide by the City's current Ethics Code or any amendment 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, cancel this Agreement for any violation of this section.
- 3.10 Grantee agrees to establish internal procedures that ensure that employees funding or partially funded by this Agreement have an established complaint and grievance policy:
  - 3.10.1 Such grievance policy shall include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
  - 3.10.2 In the event no complaint and grievance policy has been established, Grantee shall follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this Agreement.

#### IV. FISCAL MANAGEMENT

- 4.1 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 and implement administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.
- 4.2 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.
- 4.3 Upon completion or termination of the Services as described in **Attachment I**, Scope of Services, any unused funds, rebates or credits must immediately be returned by Grantee to City.
- 4.4 Should any expense or charge that has been paid with funds from this Agreement be subsequently disapproved or disallowed as a result of any 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.

- 4.5 Grantee shall establish an account with a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. Such account shall be a separate account and Grantee shall not commingle the funds received pursuant to this Agreement with any other funds to ensure a separation of funds, unless otherwise approved by the Director.
- 4.6 Grantee may leverage funds provided pursuant to this Agreement either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by Director.
- 4.7 No fees may be charged to or donations requested from participants in any City-funded agreement without the prior written approval of Director.

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

- 5.1 Grantee 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 contractors and subcontractors that may work or volunteer with Grantee.
- 5.2 Grantee must conform to Americans with Disabilities Act requirements.
- 5.3 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 and as further described in Article XVI.
- 5.4 Grantee, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any worker during the Term of this Agreement who is not lawfully, admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Workers"). If Grantee is convicted of a violation under 8 U.S.C. Section 1324a(f), then Grantee shall repay City the amounts granted by this Agreement for the year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within one-hundred twenty (120) business days after the date Grantee is notified by City of such violation. City, in its sole discretion, may extend the period for repayment herein. Additionally, Grantee shall pay interest on the amounts due to City under this Article V at the rate of five percent (5%) per annum from the date of such violation notice until paid. Grantee shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate or franchisee or by a person with whom Grantee contracts.
- 5.5 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.

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

## **VI. SCOPE OF SERVICES**

- 6.1 Grantee will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Services ("Services") attached hereto and incorporated herein for all purposes as **Attachment I**.
- 6.2 Grantee further acknowledges that it will administer the Services in a manner consistent with the public purpose of improving economic development opportunities for businesses and residents of San Antonio.
- 6.3 All work performed by Grantee hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Grantee, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Grantee's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify Grantee in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

## **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, including Article IX. Records Retention, 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.

### **VIII. FURTHER REPRESENTATION WARRANTIES AND COVENANTS**

8.1 Grantee further represents and warrants that:

- 8.1.1 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.
- 8.1.2 Any supporting financial statements heretofore or hereafter provided to City are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of Grantee on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to City, there has been no material change, adverse or otherwise, in the financial condition of Grantee.
- 8.1.3 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.
- 8.1.4 No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.
- 8.1.5 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.
- 8.1.6 None of the assets of Grantee are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by Grantee to City.

- 8.2 Grantee covenants and agrees that Grantee 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, subcontractors 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. 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 Grantee under this Agreement and that the Grantee has no authority to bind the City.

### **IX. RECORDS RETENTION**

- 9.1 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. Records shall be retained by Grantee in an electronic format.
- 9.2 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. Grantee shall return the documents to City at Grantee's expense prior to or at the conclusion of the retention period. Grantee may retain a copy of the documents at its sole cost and expense.
- 9.3 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.

## **X. INSURANCE**

- 10.1 No later than 30 days before the scheduled event, Grantee must provide a completed Certificate(s) of Insurance to City's Economic Development Department. 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);
  - properly endorsed and have the agent's signature, and phone number.

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 Economic Development Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

- 10.2 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.
- 10.3 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 the Grantee claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

| INSURANCE TYPE   | LIMITS  |
|--|---|
| Crime Coverage/Employer Dishonesty Liability Insurance | \$358,688.00 (Limit can be provided entirely or in the amounts per the distribution amount in section 3.) |

- 10.4 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 the subcontractor starts work.
- 10.5 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: Economic Development Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- 10.6 Grantee's insurance policies must contain or be endorsed to contain the following provisions:
- 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.
  - 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.

- Grantee shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
  - 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 Grantee and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## XI. INDEMNIFICATION

- 11.1 **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.

- 11.2 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 the City in writing within twenty-four (24) hours of any claim or demand against the 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. The 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.
- 11.3 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 counsel of its own selection and at its own expense, without waiving the foregoing.
- 11.4 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.

In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

## **XII. CONFLICT OF INTEREST**

- 12.1 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.
- 12.2 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.

- 12.3 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:

12.3.1 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;

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

### **XIII. POLITICAL ACTIVITY**

- 13.1 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.

### **XIV. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

- 14.1 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.

### **XV. CONTRACTING**

- 15.1 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.
- 15.2 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.
- 15.3 Grantees shall determine whether criminal background checks should be required for employees of Grantee providing services hereunder. Should Grantees determine that background checks are necessary, Grantees shall ensure that all of Grantees' staff members have cleared a criminal background check within 30 days of execution of this Agreement.



## **XVI. NONDISCRIMINATION**

- 16.1 As a party to this Agreement, 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.
- 16.2 Grantee agrees to post in a conspicuous place available to employees and applicants of reemployment funded or partially funded under this Agreement, notices to be provided by the contracting officer setting forth the provisions of this Non-Discrimination Clause.
- 16.3 Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age, disability or political belief or affiliation.
- 16.4 Grantee agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-Discrimination provision and any additional policies as may be required as a result of local, state or federal initiatives. Grantee will furnish all information and reports requested by City and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- 16.5 In the event of Grantee's failure or refusal to comply with this Non-Discrimination Clause, this Agreement may be canceled, terminated or suspended in whole or in part, and Grantee may be debarred from further contracts with City.

## **XVII. CHANGES AND AMENDMENTS**

- 17.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment executed by the City Manager or designee and Grantee.
- 17.2 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.

## **XVIII. TERMINATION**

- 18.1 Grantee understands and agrees that this Agreement is subject to mutual termination. Therefore, either Party shall have the option of terminating this Agreement by giving the

other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, any and all unused funds either allocated and in possession of Grantee or unallocated and in the possession of City shall be the sole property of City and City shall have the right to (1) repayment of any and all funds previously distributed by City to Grantee hereunder but which Grantee has not expended as of the termination date; or (2) retain any and all funds allocated to Grantee hereunder but which City has not distributed to Grantee as of the date of the termination notice.

- 18.2 Grantee understands and agrees that this Agreement may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, Grantee agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event that Grantee does not agree to any changes, Grantee shall have the option of terminating this Agreement by giving thirty (30) days written notice to City. Grantee shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions. If Grantee opts to terminate the Agreement, the provisions of Article 18.1 above shall apply.
- 18.3 Grantee understands and agrees that this Agreement is subject to a general reduction in funding. If City implements a reduction in the ICIF Fund and/or General Fund expenditures, agreements funded by City's ICIF fund and/or General Fund, including this Agreement may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.
- 18.4 Should Grantee fail to fulfill in a timely and proper manner the obligations under this Agreement, as determined solely by the Director, or if Grantee should violate any of the covenants, conditions or stipulations of this Agreement, City shall have the right to terminate this Agreement by sending written notice to Grantee of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.
  - 18.4.1 Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude City's termination right for successive breach of the same condition.
  - 18.4.2 Notwithstanding the above, Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement and City may withhold funds otherwise due as damages.
  - 18.4.3 In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that Grantee's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for Grantee to be heard by the City



Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

- 18.5 Should this Agreement be terminated by either Party for any reason and the program objectives not fully completed as stated in this Agreement and as determined solely by City after consultation with Grantee, Grantee shall refund unused funds.
- 18.6 Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement. City may withhold funds otherwise due as damages.

#### **XIX. AUDIT CONDITIONS AND REQUIREMENTS**

- 19.1 City, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements as opposed to certifications that the Balance sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this Agreement. Following thirty (30) days after a written request by City, Grantee shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.
- 19.2 It is imperative any auditor performing an audit of Grantee read the entire Agreement, including all attachments, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation.
- 19.3 All City funded contracts and agreements, including this Agreement, are subject to periodic audits at any reasonable hour of the day by City auditors. This includes the auditing of both Grantee and subcontractors related to this Agreement.
- 19.4 If Grantee expends \$50,000.00 or more in General Fund dollars during the term of this Agreement, then Grantee shall furnish EDD and other City Departments designated by EDD with audited financial statements, prepared by an independent auditor (Certified Public Accountant), within one hundred and twenty (120) days of the close of Grantee's fiscal year or within thirty (30) days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from City stating whether or not the terms and conditions of the Agreement were met. If the City determines, in its sole discretion, that Grantee is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Grantee pay for such audit. In addition, when Grantee has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

## **XX. INCORPORATION OF ATTACHMENTS**

20.1 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 I:** Scope of Services
- **Attachment II:** Grantee FY2023 Budget
- **Attachment III:** Quarterly Reporting Template
- **Attachment IV:** Outcomes Report Template

## **XXI. ASSIGNMENTS**

21.1 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 EDD. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

## **XXII. SEVERABILITY OF PROVISIONS**

22.1 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.

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

23.1 No waiver by City 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 City 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.

23.2 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.



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

#### **XXIV. ENTIRE AGREEMENT**

- 24.1 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.

#### **XXV. NOTICES**

- 25.1 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, 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, or when such notice or communication is sent electronically to the email address listed below, electronic service is deemed given on the date sent, upon receipt of confirmation of such electronic transmission (including PDF) except that electronic service after 5:00 p.m. local time of recipient shall be deemed served on the following business day. Either party may designate a different mailing or email address at any time upon written notice and mailed to the other Party's last known address within five (5) business days of such change.

If intended for City, to:

City of San Antonio  
Economic Development Department  
Attn: Brenda Hicks-Sorensen, Director  
P.O. Box 839966  
San Antonio, TX 78283-3966

Brenda.hicks-sorensen@sanantonio.gov

If intended for Grantee, to:

Prosper West San Antonio  
630 SW 41st  
San Antonio, Texas 78237  
210-501-0192

ramiro@prosperwestsa.org

#### **XXVI. PARTIES BOUND**

- 26.1 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.

## **XXVII. GENDER**

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

## **XXVIII. RELATIONSHIP OF PARTIES**

- 28.1 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.

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

- 29.1 **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.**
- 29.2 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.
- 29.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

## **XXX. CAPTIONS**

- 30.1 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.

## **XXXI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 31.1 Texas Government Code §2271 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.
- 31.2 "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.
- 31.3 "Company" means a for-profit sole proprietorship, 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.



- 31.4 This section applies only to a contract that:
- (1) is between a governmental entity and a company with ten (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.
- 31.5 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 31.6 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN,  
SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

- 32.1 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 §2252.153 or §2270.0201. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that: it is not identified on such a list; and that it will notify City should it be placed on such a list during the term of this contract. City hereby relies on Consultant's verification. If found to be false, or if Consultant is identified on such list during the term of this contract, City may terminate this contract for material breach.

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

- 33.1 Texas Government Code §2274 (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), provides that a governmental entity may not enter into a contract with a company for the purchase of 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.
- 33.2 This section applies only to a contract that:
- (1) is between a governmental entity and a company with at least ten (10) full-time employees; and
  - (2) has a value of at least \$100,000 that is to be paid wholly or partly from public funds of the governmental entity.
- 33.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies 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 this contract against a firearm entity or firearm trade association.

33.4 City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXIV. PROHIBITION ON CONTRACTS WITH COMPANIES  
BOYCOTTING CERTAIN ENERGY COMPANIES**

34.1 Pursuant to Texas Government Code §2274 (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), 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 this contract.

34.2 This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (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.

34.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of this contract.

34.4 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

*This space intentionally left blank. Signatures on following page.*



**XXXV. COUNTERPARTS; FACSIMILE OR EMAIL SIGNATURES**

35.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

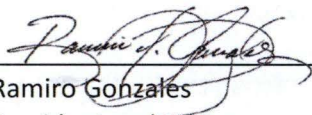
**WITNESS OUR HANDS, EFFECTIVE as of \_\_\_\_\_ (the "Effective Date").**

Accepted and executed on behalf of the City of San Antonio pursuant to City Ordinances aforementioned and Grantee pursuant to its authority.

**CITY OF SAN ANTONIO**

**WESTSIDE DEVELOPMENT CORPORATION  
(d/b/a: PROSPER WEST SAN ANTONIO)**

\_\_\_\_\_  
Alejandra Lopez  
Assistant City Manager

  
\_\_\_\_\_  
Ramiro Gonzales  
President and CEO

Date: \_\_\_\_\_

Date: December 6, 2022

Approved as to Form:

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

## **ATTCHMENT I**

### **SCOPE OF SERVICES**

#### **SCOPE**

To align with the City's Strategic Plan priorities of Innovation & Industry, Placemaking & Real Estate, Talent & Workforce, and Capacity & Resources; and to support Prosper West's mission to foster economic and community development on San Antonio's west side. This scope of services includes supporting the following goals:

- Identify and address barriers to create opportunities
- Increased opportunity and access to capital
- Coordinate a sustainable small business ecosystem
- Support of placemaking efforts and identify future opportunities
- Serve as a collaborator and small business resource partner

The below matrix outlines specific actions, outputs and outcomes expectations of the above stated goals.



| GOALS   | ACTION/PROGRAM  | OUTPUT  |
|---|---|---|
| Coordinated and sustainable small business ecosystem  | Match COSA General Fund Contribution  | <ul style="list-style-type: none"> <li>• Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in Section XX of the Agreement</li> </ul>  |
| Coordinated and sustainable small business ecosystem  | Small Business Referrals  | <ul style="list-style-type: none"> <li>• Establish a relationship with small businesses in which Prosper West acts as a connector to the EDD Business Outreach Specialist</li> <li>• Directly connect 50 small businesses to outside small business service providers for additional financial and/or technical assistance</li> <li>• Follow up with 100% of assisted businesses to review possibility of further supporting their business needs</li> </ul>  |
| Coordinated and sustainable small business ecosystem  | Trusted collaborator and small business resource partner_*<br>*See more under Partnership Support below | <ul style="list-style-type: none"> <li>• Monthly coordinating meetings</li> <li>• Coordinated effort with elected officials, City partners and City staff</li> <li>• Co-promotion of events and opportunities</li> </ul>  |
| Identify and address barriers to create opportunities | Provide consultative services and business community events   | <ul style="list-style-type: none"> <li>• Assist 100 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.</li> <li>• Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter</li> <li>• Host four (4) resource fairs, workshops, or events for small businesses.</li> </ul>   |
| Identify and address barriers to create opportunities | Support of Ready to Work Program  | <ul style="list-style-type: none"> <li>• Commit 5 businesses to signing the Ready to Work (RTW) employer pledge</li> <li>• Recruit a minimum of 5 businesses to participate in RTW roundtables and community events up to twice per year as requested by the City</li> <li>• Participate in two (2) industry specific jobs fairs hosted by City or partners; promote the job fairs to community in service area</li> <li>• Promote RTW overall and encourage residents to sign up</li> <li>• Encourage area businesses to post jobs on WorkinTexas.com</li> </ul> |

|   |   |  |
|---|---|--|
| Increased opportunity and access to capital                       | Small Business Loans and Grants Program   | <ul style="list-style-type: none"> <li>Fund a minimum of 10 loans or grants to support small businesses through Grantee's Small Business Loans and Grants Program</li> <li>100% of EDIF funds to be spent by end of Q4.</li> </ul> |
| Support for Placemaking Efforts and Identify Future Opportunities | Business Corridor Activation Events (any events, workshops, performances, walking tours, festivals, etc.) | <ul style="list-style-type: none"> <li>Host two (2) events or conduct two (2) projects aimed to energize the community around a business corridor that boosts traffic to the businesses along selected corridor(s).</li> </ul>     |

### **FY 2023 PLAN**

Prosper West shall submit an annual plan with a budget plan in coordination with the above matrix no later than December 20, 2022.

### **REPORTING**

Prosper West shall submit reports in accordance with the schedule set out below.

**Quarterly Reports:** The quarterly reports shall include actual financial contributions, expenditures and a one-page highlight of activities in the past quarter including payroll, supplies, office expenses, etc. provided by Grantee as Attachment III Budget.

Each quarter report should demonstrate progress towards annual goals and should demonstrate any requirements met as outlined in this Attachment I. Reports shall be due every three (3) months one month following the end of each quarter in accordance with the following schedule. Reports shall be submitted using the reporting template in Attachment III provided by grantor and accompanied by a one-page summary of quarter activity highlights.:

- Q2: January 1 – March 31. Report due April 30.
- Q3: April 1 – June 30. Report due July 31.
- Q4: July 1 – September 30. Report due October 31.

**Surveying:** Prosper West shall conduct follow-up surveys at intervals of six (6), eighteen (18) and thirty-six (36) months to report on the above goals using the following performance metrics. EDD will work with a third party to develop the survey(s) that will be provided to Prosper West for its use. Logistics will be discussed between both parties and mutually agreed to in writing no later than June 30, 2023.

| <b>Goal</b>  | <b>Outcome</b>  | <b>Performance Metric</b>   | <b>Target</b>  |
|--|---|---|--|
| Coordinated and sustainable small business ecosystem | Improved economic resiliency, well-being and opportunity for growth | Number of businesses that report increased awareness of business programs and resources | 75% of businesses provided technical assistance reported satisfaction by the services provided to them |



|   |   |   |   |
|---|---|---|---|
| Coordinated and sustainable small business ecosystem  | Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that return for support              | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know   |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Demographics of businesses served                         | 75% of businesses provided technical and financial assistance located in an address with an Equity Atlas Combined Score of six or greater   |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Dollar amount leveraged from other funding sources        | 100% of matched funds leveraged from other funding sources  |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Percentage of businesses still open                       | 75% of businesses provided technical or financial assistance remain open at six (6), eighteen (18) and thirty-six (36) months after assistance  |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Number of businesses that report increased hiring success | 75% of businesses participating in Ready to Work initiatives report increased hiring success  |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Jobs created  | 75% of businesses provided financial assistance reported new jobs created for their business  |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Jobs retained   | 75% of businesses provided financial assistance reported the same number of jobs (or an increase of jobs) after receiving financial assistance; Businesses report there was no reduction or cuts of jobs from their initial |

|   |   |  |   |
|---|---|--|---|
|   |   |  | number of jobs prior to receiving assistance.   |
| Identify and address barriers to create opportunities             | Improved economic resiliency, well-being and opportunity for growth | Number of businesses with increased revenue  | 75% of businesses provided financial or technical assistance reported higher revenues and profits   |
| Identify and address barriers to create opportunities             | Improved economic resiliency, well-being and opportunity for growth | Number of businesses with increased access to capital  | 75% of businesses provided with financial assistance that remain open at six (6), eighteen (18) and thirty-six (36) months after assistance |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of participants in Prosper West Programs  | 75% of participants that attended a Prosper West Program reported increased knowledge as a result of the program information provided       |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of businesses participating in Prosper West events reporting an increase in client engagement | 75% of businesses participating in a Prosper West Program reported an increase in client engagement and retention                           |

**Annual Report:** The annual and outcomes report should be submitted at the end of Q4 no later than October 31, 2023 and shall include a cumulative summary of program highlights including the Small Business Loans and Grants Program and performance metrics and summary of data collected through surveys to-date. The annual report must also include year-end financial statements, an audited financial statement report, as well as a final outcomes, report using the template provided in Attachment IV.

In addition, at the option of and upon request of the City, Grantee must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the Grantee's efforts to foster economic prosperity, engage in community bridging, and responsible development for Grantee's service area.

**Success Stories and Storytelling:**

- 7 client success stories must be provided by Prosper West to the City annually detailing how Prosper West assisted each business and helped businesses grow. Client stories should include a photograph of business owner in business space with signage or with product or service that demonstrates business operations and be provided to EDD no later than April 30, 2023. If photos are included within a PDF or word document, they must also be submitted as a high-resolution JPEG.



- Each quarter, a selection of 10 photographs featuring businesses must be provided by Prosper West to the City that can be used for various presentation needs of EDD.

**Partnership Support:**

- Prosper West will meet with the City once per month with at least fifty (50) percent of meetings occurring in person, at the discretion of EDD.
- Prosper West will provide City a minimum 30-day notice in regards of City Elected Officials or Leadership participation in partner programs or events for preparation purposes as a courtesy.
- Prosper West will provide the City up to four (4) seats to community events hosted by Prosper West such as the State of the Westside
- Prosper West must list City as a sponsor for programs and appropriate informational events such as but not limited to State of the Westside. Prosper West must participate in obtaining service area participation in City conducted surveys and provide feedback on tactics used in the efforts.

**Accessibility:**

Partner must have a physical location within geographical area with hours of operation accessible to the public. Prosper West must have a physical location in order to increase accessibility and proximity to business owners while being adjacent to the west side business community. If partner is unable to attain a physical location before the beginning of Quarter 2, the City will provide assistance to accommodate partner with a physical location at an appropriate city facility.

**ATTACHMENT II  
BUDGET**



### ATTACHMENT III QUARTERLY REPORTING TEMPLATE

| Prosper West Quarterly Report                               |  |        |                          |                          |                          |               |
|---|--|--------|--------------------------|--------------------------|--------------------------|---------------|
| Category  | Programing and Deliverables  | Status | Quarter 2<br>(Jan - Mar) | Quarter 3<br>(Apr - Jun) | Quarter 4<br>(Jul - Sep) | Overall Total |
| Small Business Loans and Grants                             | Fund a minimum of 10 loans or grants to support small businesses through Grantee's Small Business Loans and Grants Program. 100% of EDIF funds to be spent by end of Q4.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | <b>Total Women-Owned Businesses</b>  |        |                          |                          |                          | 0             |
|   | <b>Total Minority-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Minority/Women-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Veteran-Owned Businesses</b>  |        |                          |                          |                          | 0             |
| Support Ready to Work Program                               | Commit 5 businesses to signing the Ready to Work (RTW) employer pledge. Recruit a minimum of 5 businesses to participate in RTW roundtables and community events up to twice per year as requested by the City. Participate in industry specific jobs fairs hosted by City or partners; promote the job fairs to community in service area. Promote RTW overall and encourage residents to sign up. Encourage area businesses to post jobs on WorkinTexas.com. |        |                          |                          |                          |               |
|   | <b>Total businesses committed to signing RTW employer pledge</b>   | 0%     |                          |                          |                          | 0             |
|   | <b>Total businesses participating in RTW roundtables and community events</b>  | 0%     |                          |                          |                          | 0             |
|   | <b>Total industry specific job fairs attended</b>  |        |                          |                          |                          | 0             |
| Provide consultative services and business community events | Assist 100 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc. Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter. Host four (4) resource fairs, workshops, or events for small businesses.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | <b>Total businesses assisted with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.</b>   |        | 0                        | 0                        | 0                        | 0             |
|   | <b>Total Women-Owned Businesses</b>  |        |                          |                          |                          | 0             |
|   | <b>Total Minority-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Minority/Women-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Veteran-Owned Businesses</b>  |        |                          |                          |                          | 0             |
|   | <b>Type of assistance small businesses are coming in for</b>   |        |                          |                          |                          |               |
|   | (#) businesses reporting they are seeking assistance with startup or expansion needs   |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with financial counseling   |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with access to capital  |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with technical assistance   |        |                          |                          |                          | 0             |
|   | <b>Host four (4) resource fairs, workshops or events for small businesses, one per quarter.</b>  | 0%     |                          |                          |                          | 0             |
| Small Business Referrals                                    | Establish a relationship with small businesses in which Prosper West acts as a connector to the EDD Business Outreach Specialist. Directly connect 50 small businesses to outside small business service providers for additional financial and/or technical assistance.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | <b>Total Women-Owned Businesses</b>  |        |                          |                          |                          | 0             |
|   | <b>Total Minority-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Minority/Women-Owned Businesses</b>   |        |                          |                          |                          | 0             |
|   | <b>Total Veteran-Owned Businesses</b>  |        |                          |                          |                          | 0             |

|  |  |    |      |      |      |      |
|--|--|----|------|------|------|------|
| <b>Business Corridor<br/>Activation Events (any<br/>events, workshops,<br/>performances, walking<br/>tours, festivals, etc.)</b> | Host two events or conduct two projects aimed to energize the community around a business corridor that boosts traffic to the businesses along selected corridor(s). | 0% |      |      |      | 0    |
| <b>Match COSA General Fund<br/>Contribution</b>  | Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in the Agreement                           | 0% | \$ - | \$ - | \$ - | \$ - |



**ATTACHMENT IV  
OUTCOMES REPORT TEMPLATE**

| Outcome   | Target Goals   | (#) of Businesses Reported Goal Met | Total (#) of Responses Received | Outcome (%) | Target Goal (%)  | Goal Met (Yes/No) |
|---|--|-------------------------------------|---------------------------------|-------------|--|-------------------|
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that report increased awareness of business programs and resources              | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported satisfaction by the services provided to them   | No                |
|   | Number of businesses that return for support   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know  | No                |
| Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Demographics of businesses served  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical and financial assistance located in an address with an Equity Atlas Combined Score of six or greater  | No                |
|   | Dollar amount leveraged from other funding sources   |                                     |                                 |             | 100% of matched funds leveraged from other funding sources   | No                |
| Enhanced Economic Stability and Growth  | Percentage of businesses still open  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical or financial assistance remain open at six (6), eighteen (18) and thirty-six (36) months after assistance   | No                |
|   | after six (6) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (18) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (36) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | Number of businesses that report increased hiring success  | 0                                   | 0                               | #DIV/0!     | 75% of businesses that participate in Ready to Work initiatives report hiring success  | No                |
|   | Jobs created   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided financial assistance reported new jobs created for their business   | No                |
|   | Jobs retained  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided financial assistance reported increased job retention for their business  | No                |
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses with increased revenue  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided financial or technical assistance reported the same number of jobs (or an increase of jobs) after receiving financial assistance; Businesses report there was no reduction or cuts of jobs from their initial number of jobs prior to receiving assistance. | No                |
|   | Number of businesses with increased access to capital  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided with financial assistance that remain open at six (6), eighteen (18) and thirty-six (36) months after assistance  | No                |
|   | after six (6) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (18) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (36) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
| Strengthened connection between people and places   | Number of participants in Prosper West program   | 0                                   | 0                               | #DIV/0!     | 75% of participants that attended a Prosper West program reported increased knowledge as a result of the program information provided  | No                |
|   | Number of businesses participating in Prosper West events reporting an increase in client engagement | 0                                   | 0                               | #DIV/0!     | 75% of businesses participating in a Prosper West program reported an increase in client engagement and retention  | No                |

## **EXHIBIT C**

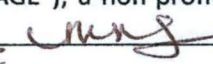


STATE OF TEXAS

COUNTY OF BEXAR

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§  
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**FUNDING AGREEMENT BETWEEN  
THE CITY OF SAN ANTONIO AND  
SAN ANTONIO FOR GROWTH ON  
THE EASTSIDE (SAGE)**

This Funding Agreement ("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 City Manager or designee and San Antonio for Growth on the Eastside ("SAGE"), a non-profit corporation organized in the State of Texas, by and through its President and CEO  ("Grantee") referred to herein collectively as the "Parties".

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, City is authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and pursuant to City Ordinance No. 100684 City adopted an economic development program which meets the requirements of Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Grantee is engaged in an economic development project; and

**WHEREAS**, City has identified funds to be made available to Grantee to undertake and complete the Project; and

**WHEREAS**, the City Council of City has authorized the City Manager or his designee to enter into this Agreement with Grantee in accordance with City Ordinance No. 2022-09-15-0674 passed and approved on September 15, 2022, and City Ordinance No. 2022-12-15-\_\_\_\_\_ passed and approved on December 15, 2022, to grant said funds; **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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date as evidenced by the date of execution of this Agreement and shall terminate on October 31, 2023.
- 1.2 City shall have the option to renew this Agreement under the same terms and conditions for up to two (2) additional one (1) year terms. All renewals and extensions shall be in writing and signed by the City Manager, or his/her designee subject to and contingent upon appropriation of funds and expenditures due hereunder.
- 1.3 If the 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 at the expiration of each of the City's budget periods.

## II. GENERAL PROVISIONS

- 2.1 Grantee agrees by the execution of this Agreement to comply with any and all provisions of this Agreement and accept administrative and fiscal responsibility for the use and documentation of the expenditures of funds provided by City.
- 2.2 Grantee is authorized and shall, pursuant to the City's Economic Development Department Director's ("Director") request, publicly acknowledge that the City is supportive of the objectives described in the Scope of Services and that the City has contributed to the cause of realizing such objectives.
- 2.3 Grantee represents, warrants, assures and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities herein required.
- 2.4 The signatory of this Agreement on behalf of 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.
- 2.5 In the event that a dispute arises as to the legal authority of either Grantee, or the person signing on behalf of Grantee, to enter into this Agreement, City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement. Should City suspend or permanently terminate this Agreement pursuant to this paragraph, however, Grantee shall be liable to City for any money it has received from City for performance of any of the provisions herein.
- 2.6 Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of Grantee or City.
- 2.7 City designates the Economic Development Department (EDD) as the department responsible for the management and monitoring of this Agreement. Other City departments may function in a supporting role and City may change the managing City department by providing Grantee thirty (30) days prior written notice.
- 2.8 Grantee agrees that during the term of this Agreement, any duly authorized representative of City shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.
- 2.9 The submission of falsified information or the failure to timely submit all information by Grantee as requested by City is grounds for termination of this Agreement.

## III. FUNDING

- 3.1 As per Grantee's FY2023 Budget, attached as **Attachment II** herein incorporated by reference in its entirety, City has committed and agrees to pay Grantee a total amount not to exceed **THREE**



**HUNDRED FIFTY-EIGHT THOUSAND AND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS** (\$358,668.00) in accordance with the Scope of Services set out in **Attachment I**, herein incorporated by reference in its entirety for all intents and purposes. Funding to be apportioned, disbursed, and used by Grantee as follows:

3.1.1 General Fund FY 2023. In exchange for Grantee undertaking and completing the services and duties herein, City will pay Grantee an amount not to exceed TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$258,668.00), to be used solely for operations and general economic activity in accordance with Attachment I. Scope of Services.

- a. General Fund Disbursement. Following approval of this Agreement by a duly authorized City Ordinance and execution of the Agreement, these funds shall be disbursed to Grantee in three (3) distributions as follows:
  - i. The first distribution of \$129,334.00 shall be upon execution of this Agreement by both parties.
  - ii. The second distribution of \$100,000.00 shall be distributed following submission of the Second Quarter Report.
  - iii. The third distribution of \$29,334 shall be distributed following submission of certification of 100% matching funds.

3.1.2 EDIF Grant FY 2023. In exchange for Grantee undertaking and completing the services and duties herein, City will provide Grantee with a grant from the Economic Development Incentive Fund ("EDIF") in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) for the funding, or partial funding, of Grantee toward its Small Business Loan and Grant Program or other authorized uses, in compliance with **Attachment I**.

- b. EDIF Grant Disbursement. These funds shall be disbursed to the Grantee in two (2) disbursements. The first distribution of \$50,000 shall be upon execution of this Agreement by both parties. The second disbursement of \$50,000 shall be following 50% of funds spent of the initial \$50,000. All funds utilized shall be in compliance with the City's EDIF Guidelines and shall be used only for economic development purposes.

Should Grantee fail to complete any of the requirements as set out in **Attachment I**, City, at its sole discretion, may withhold or recapture any distributions until such requirements are met.

3.1.3 Grantee shall submit invoices to City, in a form acceptable to City, which City shall pay within thirty (30) days of receipt and approval by Director. Original invoices shall be submitted electronically directly to the City of San Antonio, Accounts Payable section of the Finance Department to the following e-mail address: [accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Grantee shall submit a copy of the invoice to the City of San Antonio, Economic Development Department liaison. Please include the EDD Coordinator, Gladys Gonzalez



at gladys.gonzalez@sanantonio.gov in the correspondence to ensure the invoice is processed.

- 3.2 No additional fees or expenses of Grantee shall be charged by Grantee nor be payable by City. Grantee shall be solely responsible for and provide for all necessary funding for its budget beyond the City's commitment. In the event the Scope of Services set out in **Attachment I** is adjusted downward without changing the nature of the services, the Director, without further City Council action, shall have the option of adjusting the City's commitment downward accordingly. In no event shall City be liable for any expense of Grantee not eligible or allowable under this Agreement.
- 3.3 Grantee shall not use funds from this Agreement for purposes other than those listed in sections 3.1.1 and 3.1.2 without prior written consent from Director. Notwithstanding the foregoing, the scope of services may be amended through the City Council budget process at such time as City exercises any renewal pursuant to Article 1. Term so long as:
  - 1) the revised scope continues to support the public purpose of improving economic development opportunities for businesses and residents of San Antonio, and
  - 2) City Council has appropriated additional funding for such extended term.
- 3.4 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.
- 3.5 Grantee understands that the funds provided pursuant to this Agreement are City funds and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City.
- 3.6 Grantee understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of San Antonio. Should City implement a reduction in General Fund expenditures, then agreements funded by City's General Fund, including this Agreement, may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.
- 3.7 All City-funded Services provided by Grantee hereunder shall be performed to the satisfaction of City. The determination made by the Director shall be final, binding and conclusive on all Parties hereto. City reserves the right to request a return of City funds for services performed by Grantee, which is not satisfactory to Director. City shall notify Grantee in writing of any decision to request return of City funds. Should City elect to terminate this Agreement, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.
- 3.8 Grantee shall also fulfill the following requirements:
  - 3.8.1 Grantee shall provide EDD with proper documentation verifying receipt of prior year funding commitments from all other specified sources for Grantee, if any.



- 3.8.2 Grantee shall provide EDD with quarterly reports in accordance with the schedule set out in Attachment I that outline the contributions received (to include all sources of funding) and expenditures made during that quarter.
- 3.8.3 Grantee shall submit all required and requested documents to EDD for review of Grantee's expenditures and activities.
- 3.8.4 Any requests for FY 2024 funding must be submitted to EDD no later than June 1, 2023.
- 3.9 Grantee agrees to abide by the City's current Ethics Code or any amendment 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, cancel this Agreement for any violation of this section.
- 3.10 Grantee agrees to establish internal procedures that ensure that employees funding or partially funded by this Agreement have an established complaint and grievance policy:
  - 3.10.1 Such grievance policy shall include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
  - 3.10.2 In the event no complaint and grievance policy has been established, Grantee shall follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this Agreement.

#### IV. FISCAL MANAGEMENT

- 4.1 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 and implement administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.
- 4.2 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.
- 4.3 Upon completion or termination of the Services as described in **Attachment I**, Scope of Services, any unused funds, rebates or credits must immediately be returned by Grantee to City.
- 4.4 Should any expense or charge that has been paid with funds from this Agreement be subsequently disapproved or disallowed as a result of any 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.

- 4.5 Grantee shall establish an account with a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. Such account shall be a separate account and Grantee shall not commingle the funds received pursuant to this Agreement with any other funds to ensure a separation of funds, unless otherwise approved by the Director.
- 4.6 Grantee may leverage funds provided pursuant to this Agreement either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by Director.
- 4.7 No fees may be charged to or donations requested from participants in any City-funded agreement without the prior written approval of Director.

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

- 5.1 Grantee 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 contractors and subcontractors that may work or volunteer with Grantee.
- 5.2 Grantee must conform to Americans with Disabilities Act requirements.
- 5.3 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 and as further described in Article XVI.
- 5.4 Grantee, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any worker during the Term of this Agreement who is not lawfully, admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Workers"). If Grantee is convicted of a violation under 8 U.S.C. Section 1324a(f), then Grantee shall repay City the amounts granted by this Agreement for the year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within one-hundred twenty (120) business days after the date Grantee is notified by City of such violation. City, in its sole discretion, may extend the period for repayment herein. Additionally, Grantee shall pay interest on the amounts due to City under this Article V at the rate of five percent (5%) per annum from the date of such violation notice until paid. Grantee shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate or franchisee or by a person with whom Grantee contracts.
- 5.5 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.

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

## **VI. SCOPE OF SERVICES**

- 6.1 Grantee will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Services ("Services") attached hereto and incorporated herein for all purposes as **Attachment I**.
- 6.2 Grantee further acknowledges that it will administer the Services in a manner consistent with the public purpose of improving economic development opportunities for businesses and residents of San Antonio.
- 6.3 All work performed by Grantee hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Grantee, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Grantee's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify Grantee in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

## **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, including Article IX. Records Retention, 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.

## **VIII. FURTHER REPRESENTATION WARRANTIES AND COVENANTS**

### **8.1 Grantee further represents and warrants that:**

- 8.1.1 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.
- 8.1.2 Any supporting financial statements heretofore or hereafter provided to City are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of Grantee on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to City, there has been no material change, adverse or otherwise, in the financial condition of Grantee.
- 8.1.3 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.
- 8.1.4 No litigation or proceedings are presently pending or to Grantee's knowledge, threatened against Grantee.
- 8.1.5 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.
- 8.1.6 None of the assets of Grantee are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by Grantee to City.

### **8.2 Grantee covenants and agrees that Grantee 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, subcontractors and consultants; that the doctrine of respondeat 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. 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 Grantee under this Agreement and that the Grantee has no authority to bind the City.**

## **IX. RECORDS RETENTION**

### **9.1 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. Records shall be retained by Grantee in an electronic format.

- 9.2 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. Grantee shall return the documents to City at Grantee's expense prior to or at the conclusion of the retention period. Grantee may retain a copy of the documents at its sole cost and expense.
- 9.3 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.

## **X. INSURANCE**

- 10.1 No later than 30 days before the scheduled event, Grantee must provide a completed Certificate(s) of Insurance to City's Economic Development Department. 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);
  - properly endorsed and have the agent's signature, and phone number.

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 Economic Development Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

- 10.2 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.



- 10.3 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 the Grantee claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

| INSURANCE TYPE   | LIMITS  |
|--|---|
| Crime Coverage/Employer Dishonesty Liability Insurance | \$358,699.00 (Limit can be provided entirely or in the amounts per the distribution amount in section 3.) |

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 the subcontractor starts work.

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

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

- 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.
- 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.
- Grantee shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
- 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.

- 10.7 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.

- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 Grantee and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### **XI. INDEMNIFICATION**

- 11.1 **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.**
- 11.2 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 the City in writing within twenty-four (24) hours of any claim or demand against the 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. The 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.

- 11.3 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 counsel of its own selection and at its own expense, without waiving the foregoing.
- 11.4 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.

In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

## **XII. CONFLICT OF INTEREST**

- 12.1 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.
- 12.2 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.
- 12.3 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:
- 12.3.1 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;
- 12.3.2 Have any direct or indirect interest in this Agreement or the proceeds thereof.



### **XIII. POLITICAL ACTIVITY**

- 13.1 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.

### **XIV. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

- 14.1 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.

### **XV. CONTRACTING**

- 15.1 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.
- 15.2 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.
- 15.3 Grantees shall determine whether criminal background checks should be required for employees of Grantee providing services hereunder. Should Grantees determine that background checks are necessary, Grantees shall ensure that all of Grantees' staff members have cleared a criminal background check within 30 days of execution of this Agreement.

### **XVI. NONDISCRIMINATION**

- 16.1 As a party to this Agreement, 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.
- 16.2 Grantee agrees to post in a conspicuous place available to employees and applicants of reemployment funded or partially funded under this Agreement, notices to be provided by the contracting officer setting forth the provisions of this Non-Discrimination Clause.
- 16.3 Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive fair consideration for employment without

regard to race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age, disability or political belief or affiliation.

- 16.4 Grantee agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-Discrimination provision and any additional policies as may be required as a result of local, state or federal initiatives. Grantee will furnish all information and reports requested by City and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- 16.5 In the event of Grantee's failure or refusal to comply with this Non-Discrimination Clause, this Agreement may be canceled, terminated or suspended in whole or in part, and Grantee may be debarred from further contracts with City.

#### **XVII. CHANGES AND AMENDMENTS**

- 17.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment executed by the City Manager or designee and Grantee.
- 17.2 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.

#### **XVIII. TERMINATION**

- 18.1 Grantee understands and agrees that this Agreement is subject to mutual termination. Therefore, either Party shall have the option of terminating this Agreement by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, any and all unused funds either allocated and in possession of Grantee or unallocated and in the possession of City shall be the sole property of City and City shall have the right to (1) repayment of any and all funds previously distributed by City to Grantee hereunder but which Grantee has not expended as of the termination date; or (2) retain any and all funds allocated to Grantee hereunder but which City has not distributed to Grantee as of the date of the termination notice.
- 18.2 Grantee understands and agrees that this Agreement may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, Grantee agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event that Grantee does not agree to any changes, Grantee shall have the option of terminating this Agreement by giving thirty (30) days written notice to City. Grantee shall have the right to exercise such option within thirty (30) days of



receipt of notice of any such revisions. If Grantee opts to terminate the Agreement, the provisions of Article 18.1 above shall apply.

- 18.3 Grantee understands and agrees that this Agreement is subject to a general reduction in funding. If City implements a reduction in the ICIF Fund and/or General Fund expenditures, agreements funded by City's ICIF fund and/or General Fund, including this Agreement may, at City's option, be reduced in a like manner. City will attempt to provide Grantee with as much advance notice of a potential funding reduction as is possible to allow Grantee to make budget adjustments.
- 18.4 Should Grantee fail to fulfill in a timely and proper manner the obligations under this Agreement, as determined solely by the Director, or if Grantee should violate any of the covenants, conditions or stipulations of this Agreement, City shall have the right to terminate this Agreement by sending written notice to Grantee of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.
- 18.4.1 Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude City's termination right for successive breach of the same condition.
- 18.4.2 Notwithstanding the above, Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement and City may withhold funds otherwise due as damages.
- 18.4.3 In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that Grantee's activities, programs or operations no longer are in the best interest of the City or its citizens. Adequate provisions shall be made for Grantee to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.
- 18.5 Should this Agreement be terminated by either Party for any reason and the program objectives not fully completed as stated in this Agreement and as determined solely by City after consultation with Grantee, Grantee shall refund unused funds.
- 18.6 Grantee shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement. City may withhold funds otherwise due as damages.

#### **XIX. AUDIT CONDITIONS AND REQUIREMENTS**

- 19.1 City, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements as opposed to certifications that the Balance sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this Agreement. Following thirty (30) days after a written request by City, Grantee shall

submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.

- 19.2 It is imperative any auditor performing an audit of Grantee read the entire Agreement, including all attachments, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation.
- 19.3 All City funded contracts and agreements, including this Agreement, are subject to periodic audits at any reasonable hour of the day by City auditors. This includes the auditing of both Grantee and subcontractors related to this Agreement.
- 19.4 If Grantee expends \$50,000.00 or more in General Fund dollars during the term of this Agreement, then Grantee shall furnish EDD and other City Departments designated by EDD with audited financial statements, prepared by an independent auditor (Certified Public Accountant), within one hundred and twenty (120) days of the close of Grantee's fiscal year or within thirty (30) days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from City stating whether or not the terms and conditions of the Agreement were met. If the City determines, in its sole discretion, that Grantee is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Grantee pay for such audit. In addition, when Grantee has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

## **XX. INCORPORATION OF ATTACHMENTS**

- 20.1 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 I:** Scope of Services
  - **Attachment II:** Grantee FY2023 Budget
  - **Attachment III:** Quarterly Reporting Template
  - **Attachment IV:** Outcomes Report Template

## **XXI. ASSIGNMENTS**

- 21.1 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 EDD. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.



## **XXII. SEVERABILITY OF PROVISIONS**

- 22.2 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.

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

- 23.1 No waiver by City 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 City 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.
- 23.2 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.
- 23.3 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council.

## **XXIV. ENTIRE AGREEMENT**

- 24.1 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.

## **XXV. NOTICES**

- 25.1 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, 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, or when such notice or communication is sent electronically to the email address listed below, electronic service is deemed given on the date sent, upon receipt of confirmation of such electronic transmission (including PDF) except that electronic service after 5:00 p.m. local time of recipient shall be deemed served on the following business day. Either party may designate a different mailing or email address at any time upon written notice and mailed to the other Party's last known address within five (5) business days of such change.

If intended for City, to:

City of San Antonio  
Economic Development Department  
Attn: Brenda Hicks-Sorensen, Director  
P.O. Box 839966  
San Antonio, TX 78283-3966

Brenda.hicks-sorensen@sanantonio.gov

If intended for Grantee, to:

San Antonio for Growth on  
the Eastside (SAGE)  
Attn: Russell LeDay  
220 Chestnut Street  
San Antonio, TX 78202  
rleday@sagesa.org

#### **XXVI. PARTIES BOUND**

- 26.1 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.

#### **XXVII. GENDER**

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

#### **XXVIII. RELATIONSHIP OF PARTIES**

- 28.1 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.

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

- 29.1 **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.**



- 29.2 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.
- 29.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

### **XXX. CAPTIONS**

- 30.1 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.

### **XXXI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 31.1 Texas Government Code §2271 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.
- 31.2 "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.
- 31.3 "Company" means a for-profit sole proprietorship, 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.
- 31.4 This section applies only to a contract that:
- (1) is between a governmental entity and a company with ten (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.
- 31.5 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 31.6 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

### **XXXII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

- 32.1 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 §2252.153 or §2270.0201. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that: it is not identified on such a list; and that it will notify City should it be placed on such a list during the term of this contract. City hereby relies on Consultant's verification. If found to be false, or if Consultant is identified on such list during the term of this contract, City may terminate this contract for material breach.

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

- 33.1 Texas Government Code §2274 (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), provides that a governmental entity may not enter into a contract with a company for the purchase of 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.
- 33.2 This section applies only to a contract that:
- (1) is between a governmental entity and a company with at least ten (10) full-time employees; and
  - (2) has a value of at least \$100,000 that is to be paid wholly or partly from public funds of the governmental entity.
- 33.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies 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 this contract against a firearm entity or firearm trade association.
- 33.4 City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXIV. PROHIBITION ON CONTRACTS WITH COMPANIES  
BOYCOTTING CERTAIN ENERGY COMPANIES**

- 34.1 Pursuant to Texas Government Code §2274 (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), 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 this contract.
- 34.2 This section only applies to a contract that:
- (1) is between a governmental entity and a company with ten (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.

- 34.3 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it:
- (1) does not boycott energy companies; and
  - (2) will not boycott energy companies during the term of this contract.
- 34.4 City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXXV. COUNTERPARTS; FACSIMILE OR EMAIL SIGNATURES**

- 35.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.


**WITNESS OUR HANDS, EFFECTIVE as of \_\_\_\_\_ (the "Effective Date").**

Accepted and executed on behalf of the City of San Antonio pursuant to City Ordinances aforementioned and Grantee pursuant to its authority.

**CITY OF SAN ANTONIO**  
**A Texas Municipal Corporation**

\_\_\_\_\_  
Alejandra Lopez  
Assistant City Manager

**SAN ANTONIO FOR GROWTH**  
**ON THE EASTSIDE (SAGE)**

  
Name: \_\_\_\_\_  
President and CEO (BOARD CHAIR)

Approved as to Form:

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

## **ATTACHMENT I**

### **SCOPE OF SERVICES**

#### **SCOPE**

To align with the City's Strategic Plan priorities of Innovation & Industry, Placemaking & Real Estate, Talent & Workforce, and Capacity & Resources; and to support SAGE's mission to make investments that improve the quality of life for individuals, families, neighborhoods and businesses on San Antonio's east side. This scope of services includes supporting the following goals:

- Identify and address barriers to create opportunities
- Increased opportunity and access to capital
- Coordinate a sustainable small business ecosystem
- Support of placemaking efforts and identify future opportunities
- Serve as a trusted collaborator and small business resource partner

The below matrix outlines specific actions, outputs and outcomes expectations of the above stated goals.



| GOALS  | ACTION/PROGRAM  | OUTPUT  |
|--|---|---|
| <b>Coordinated and sustainable small business ecosystem</b>  | Match COSA General Fund Contribution  | <ul style="list-style-type: none"> <li>• Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in Section III of the Agreement.</li> </ul>  |
| <b>Coordinated and sustainable small business ecosystem</b>  | Small Business Referrals  | <ul style="list-style-type: none"> <li>• Establish a relationship with small businesses in which SAGE acts as a connector to the EDD Business Outreach Specialist.</li> <li>• Directly connect 50 small businesses to outside small business service providers for additional financial and/or technical assistance.</li> <li>• Follow up with 100% of assisted businesses to review possibility of further supporting their business needs</li> </ul>  |
| <b>Coordinated and sustainable small business ecosystem</b>  | Trusted collaborator and small business resource partner *<br>*See more under Partnership Support below | <ul style="list-style-type: none"> <li>• Monthly coordinating meetings</li> <li>• Coordinated effort with elected officials, City partners and City staff</li> <li>• Co-promotion of events and opportunities</li> </ul>  |
| <b>Identify and address barriers to create opportunities</b> | Implement Back Office Support Program   | <ul style="list-style-type: none"> <li>• Support 50 businesses to ensure that the business' back-office operations are successful, especially through improved fiscal management. Provide fiscal management, technical assistance, records management, and bookkeeping.</li> </ul>  |
| <b>Identify and address barriers to create opportunities</b> | Provide consultative services and business community events   | <ul style="list-style-type: none"> <li>• Assist 100 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.</li> <li>• Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter.</li> <li>• Host four (4) resource fairs, workshops, or events for small businesses.</li> </ul>  |
| <b>Identify and address barriers to create opportunities</b> | Support of Ready to Work Program  | <ul style="list-style-type: none"> <li>• Commit 5 businesses to signing the Ready to Work (RTW) employer pledge</li> <li>• Recruit a minimum of 5 businesses to participate in RTW roundtables and community events up to twice per year as requested by the City</li> <li>• Participate in two (2) industry specific jobs fairs hosted by City or partners; promote the job fairs to community in service area</li> <li>• Promote RTW overall and encourage residents to sign up</li> <li>• Encourage area businesses to post jobs on WorkinTexas.com</li> </ul> |

| GOALS   | ACTION/PROGRAM  | OUTPUT  |
|---|---|---|
| Support for Placemaking Efforts and Identify Future Opportunities | Store Front Grant Program   | <ul style="list-style-type: none"> <li>• Fund a minimum 20 store front grants to support small businesses through Grantee's Store Front Grant Program.</li> <li>• 100% of EDIF funds to be spent by end of Q4.</li> </ul> |
| Support for Placemaking Efforts and Identify Future Opportunities | Business Corridor Activation Events (any events, workshops, performances, walking tours, festivals, etc.) | <ul style="list-style-type: none"> <li>• Host two events or conduct two projects aimed to energize the community around a business corridor that boosts traffic to the businesses along selected corridor(s).</li> </ul>  |

#### **FY 2023 PLAN**

SAGE shall submit an annual plan and budget in coordination with the above matrix no later than December 20, 2022.

#### **REPORTING**

SAGE shall submit reports in accordance with the schedule set out below.

**Quarterly Reports:** The quarterly reports shall include actual financial contributions, expenditures and a one-page highlight of activities in the past quarter including payroll, supplies, office expenses, etc. provided by Grantee as Attachment II Budget.

Each quarter report should demonstrate progress towards annual goals and should demonstrate any requirements met as outlined in this Attachment I. Reports shall be due every three (3) months one month following the end of each quarter in accordance with the following schedule. Quarterly reports shall be submitted using the reporting templates in Attachment III provided by City and accompanied by a one-page summary of quarter activity highlights.:

- Q2: January 1 – March 31. Report due April 30.
- Q3: April 1 – June 30. Report due July 31.
- Q4: July 1 – September 30. Report due October 31.

*This space intentionally left blank*



**Surveying:** SAGE shall conduct follow-up surveys at intervals of six (6), eighteen (18) and thirty-six (36) months to report on the above goals using the following performance metrics. EDD will work with a third party to develop the survey(s) that will be provided to SAGE for its use. Logistics will be discussed between both parties and mutually agreed to in writing no later than June 30, 2023.

| Goal  | Outcome   | Performance Metric  | Target   |
|---|---|---|--|
| Coordinated and sustainable small business ecosystem  | Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that report increased awareness of business programs and resources | 75% of businesses provided technical assistance reported satisfaction by the services provided to them   |
| Coordinated and sustainable small business ecosystem  | Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that return for support  | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know                        |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Demographics of businesses served   | 75% of businesses provided technical and financial assistance located in an address with an Equity Atlas Combined Score of six or greater      |
| Identify and address barriers to create opportunities | Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Dollar amount leveraged from other funding sources                                      | 100% of matched funds leveraged from other funding sources   |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Percentage of businesses still open   | 75% of businesses provided technical or financial assistance remain open at six (6), eighteen (18) and thirty-six (36) months after assistance |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Number of businesses that report increased hiring success                               | 75% of businesses that participate in Ready to Work initiatives report hiring success  |
| Identify and address barriers to create opportunities | Enhanced economic stability and growth  | Jobs created  | 75% of businesses provided financial assistance reported new jobs created for their business   |
| Identify and address barriers                         | Enhanced economic stability and growth  | Jobs retained   | 75% of businesses provided financial assistance reported the same number of jobs (or   |



|   |   |  |   |
|---|---|--|---|
| to create opportunities   |   |  | an increase of jobs) after receiving financial assistance; Businesses report there was no reduction or cuts of jobs from their initial number of jobs prior to receiving assistance |
| Identify and address barriers to create opportunities             | Improved economic resiliency, well-being and opportunity for growth | Number of businesses with increased revenue  | 75% of businesses provided financial or technical assistance reported higher revenues and profits   |
| Identify and address barriers to create opportunities             | Improved economic resiliency, well-being and opportunity for growth | Number of businesses with increased access to capital  | 75% of businesses provided with financial assistance that remain open at six (6), eighteen (18) and thirty-six (36) months after assistance   |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of participants in SAGE programs  | 75% of participants that attended a SAGE Program reported increased knowledge as a result of the program information provided   |
| Support for Placemaking Efforts and Identify Future Opportunities | Strengthened connection between people and places                   | Number of businesses participating in SAGE events reporting an increase in client engagement | 75% of businesses participating in a SAGE Program reported an increase in client engagement and retention   |

**Annual Report:** The annual report should be submitted at the end of Q4 no later than October 31, 2023 and shall include a cumulative summary of program highlights including the Back Office Program and the Store Front Grant Program and performance metrics and summary of data collected through surveys to-date. The annual report must also include year-end financial statements, an audited financial statement report as well as a final outcomes report using the template provided in Attachment IV.

In addition, at the option of and upon request of the City, Grantee must provide a briefing to the San Antonio City Council during a scheduled public meeting, to include discussion of the Grantee's efforts to foster economic prosperity, engage in community bridging, and responsible development for Grantee's service area.

**Success Stories and Storytelling:**

- 7 client success stories must be provided by SAGE to the City annually detailing how SAGE assisted each business and helped businesses grow. Client stories should include a photograph of business owner in business space with signage or with product or service that demonstrates business operations and be provided to EDD no later than April 30, 2023. If photos are included within a PDF or word document, they must also be submitted as a high-resolution JPEG.



- Each quarter, a selection of 10 photographs featuring businesses must be provided by SAGE to the City that can be used for various presentation needs of EDD.

**Partnership Support:**

- SAGE will meet with the City once per month with at least fifty (50) percent of meetings occurring in person, at the discretion of EDD.
- SAGE will provide City a minimum 30-day notice in regards of City Elected Officials or Leadership participation in partner programs or events for preparation purposes as a courtesy.
- SAGE will provide the City up to four (4) seats to community\_events hosted by SAGE such as the State of the Eastside.
- SAGE will list City as a sponsor for programs and appropriate community events such as but not limited to State of the Eastside.
- SAGE will participate in obtaining service area participation in City conducted surveys and provide feedback on tactics used in the efforts.

**Accessibility:**

Partner must have a physical location within geographical area with hours of operation accessible to the public. SAGE must have a physical location in order to increase accessibility and proximity to business owners while being adjacent to the east side business community. If partner is unable to attain a physical location before the beginning of Quarter 2, the City will provide assistance to accommodate partner with a physical location at an appropriate city facility.

**ATTACHMENT II**  
**BUDGET**  
(To be provided by Grantee)



# **ATTACHMENT III** **QUARTERLY REPORTING TEMPLATE**

| SAGE Quarterly Report                                       |  |        |                          |                          |                          |               |
|---|--|--------|--------------------------|--------------------------|--------------------------|---------------|
| Category  | Programing and Deliverables  | Status | Quarter 2<br>(Jan - Mar) | Quarter 3<br>(Apr - Jun) | Quarter 4<br>(Jul - Sep) | Overall Total |
| Store Front Grant Program                                   | Fund a minimum 20 store front grants to support small businesses through Grantee's Store Front Grant Program. 100% of EDIF funds to be spent by the end of Q3.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|   | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Veteran-Owned Businesses   |        |                          |                          |                          | 0             |
| Back Office Program   | Support 50 businesses to ensure that the business' back-office operations are successful, especially through improved fiscal management. Provide fiscal management, technical assistance, records management, and bookkeeping.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|   | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Veteran-Owned Businesses   |        |                          |                          |                          | 0             |
| Support Ready to Work Program                               | Commit 5 businesses to signing the Ready to Work (RTW) employer pledge. Recruit a minimum of 5 businesses to participate in RTW roundtables and community events up to twice per year as requested by the City. Participate in industry specific jobs fairs hosted by City or partners; promote the job fairs to community in service area. Promote RTW overall and encourage residents to sign up. Encourage area businesses to post jobs on WorkinTexas.com. |        |                          |                          |                          |               |
|   | Total businesses committed to signing RTW employer pledge  | 0%     |                          |                          |                          | 0             |
|   | Total businesses participating in RTW roundtables and community events   | 0%     |                          |                          |                          | 0             |
|   | Total industry specific job fairs attended   |        |                          |                          |                          | 0             |
| Provide consultative services and business community events | Assist 100 small businesses with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc. Provide quarterly report of businesses assisted to include demographic data, type of assistance and a list of contact information for businesses served during the quarter. Host four (4) resource fairs, workshops, or events for small businesses  | 0%     | 0                        | 0                        | 0                        | 0             |
|   | Total businesses assisted with startup or expansion needs, financial counseling, access to capital, technical assistance, workforce development, etc.  |        | 0                        | 0                        | 0                        | 0             |
|   | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|   | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Veteran-Owned Businesses   |        |                          |                          |                          | 0             |
|   | Type of assistance small businesses are coming in for  |        |                          |                          |                          |               |
|   | (#) businesses reporting they are seeking assistance with startup or expansion needs   |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with financial counseling   |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with access to capital  |        |                          |                          |                          | 0             |
|   | (#) businesses reporting they are seeking assistance with technical assistance   |        |                          |                          |                          | 0             |
|   | Host four (4) resource fairs, workshops or events for small businesses, one per quarter.   | 0%     |                          |                          |                          | 0             |
|   |  |        |                          |                          |                          |               |
| Small Business Referrals                                    | Establish a relationship with small businesses in which SAGE acts as a connector to the EDD Business Outreach Specialist. Directly connect 50 small businesses to outside small business service providers for additional financial and/or technical assistance.   | 0%     | 0                        | 0                        | 0                        | 0             |
|   | Total Women-Owned Businesses   |        |                          |                          |                          | 0             |
|   | Total Minority-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Minority/Women-Owned Businesses  |        |                          |                          |                          | 0             |
|   | Total Veteran-Owned Businesses   |        |                          |                          |                          | 0             |

|   |  |    |      |      |      |      |
|---|--|----|------|------|------|------|
| Recruit business participation to the <a href="http://www.worldheritagesa.com">www.worldheritagesa.com</a> website "Explore the Area" section and City of Gastronomy Calendar | Connect 15 businesses to this opportunity to highlight and market their services. Offer and provide assistance where requested to write descriptions and/or take photos for the directory. Offer and provide assistance with listing businesses on Trip Advisor. |    |      |      |      |      |
| Business Corridor Activation Events (any events, workshops, performances, walking tours, festivals, etc.)   | Host two events or conduct two projects aimed to energize the community around a business corridor that boosts traffic to the businesses along selected corridor(s).   | 0% |      |      |      | 0    |
| Match COSA General Fund Contribution  | Grantee shall match 50% of the City's General Fund contribution for Grantee's operational support in the amount specified in the Agreement   | 0% | \$ - | \$ - | \$ - | \$ - |



**ATTACHMENT IV  
OUTCOMES REPORT TEMPLATE**

| Outcome   | Target Goals   | (#) of Businesses Reported Goal Met | Total (#) of Responses Received | Outcome (%) | Target Goal (%)  | Goal Met (Yes/No) |
|---|--|-------------------------------------|---------------------------------|-------------|--|-------------------|
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses that report increased awareness of business programs and resources      | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported satisfaction by the services provided to them   | No                |
|   | Number of businesses that return for support   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported they would recommend the program services to someone they know  | No                |
| Businesses in the hardest-to-reach areas and most historically underserved have increased opportunity | Demographics of businesses served  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical and financial assistance located in an address with an Equity Atlas Combined Score of six or greater  | No                |
|   | Dollar amount leveraged from other funding sources   |                                     |                                 |             | 100% of matched funds leveraged from other funding sources   | No                |
| Enhanced Economic stability and growth  | Percentage of businesses still open  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical or financial assistance remain open at six (6), eighteen (18) and thirty-six (36) months after assistance   | No                |
|   | after six (6) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (18) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (36) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | Number of businesses that report increased hiring success                                    | 0                                   | 0                               | #DIV/0!     | 75% of businesses that participate in Ready to Work Initiatives report hiring success  | No                |
|   | Jobs created   | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided financial assistance reported new jobs created for their business   | No                |
|   | Jobs retained  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided technical assistance reported the same number of jobs (or an increase of jobs) after receiving financial assistance; Businesses report there was no reduction or cuts of jobs from their initial number of jobs prior to receiving assistance | No                |
| Improved economic resiliency, well-being and opportunity for growth                                   | Number of businesses with increased revenue  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided financial or technical assistance reported higher revenues and profits  | No                |
|   | Number of businesses with increased access to capital  | 0                                   | 0                               | #DIV/0!     | 75% of businesses provided with financial assistance that remain open at six (6), eighteen (18) and thirty-six (36) months after assistance  | No                |
|   | after six (6) months   | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (18) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
|   | after six (36) months  | 0                                   | 0                               | #DIV/0!     |  | No                |
| Strengthened connection between people and places   | Number of participants in SAGE programs  | 0                                   | 0                               | #DIV/0!     | 75% of participants that attended Back Office Program reported increased knowledge and use of the program information provided   | No                |
|   | Number of businesses participating in SAGE events reporting an increase in client engagement | 0                                   | 0                               | #DIV/0!     | 75% of businesses participating in a SAGE Program reported an increase in client engagement and retention  | No                |