

MEMORANDUM OF AGREEMENT TO SUPPORT PROJECT WORTH

This Memorandum of Agreement (MOA or Agreement) is entered into between the Northside Independent School District (Earl Rudder Middle School), and the City of San Antonio's San Antonio Metropolitan Health District (Metro Health) (hereinafter collectively referred to as the Parties or singularly referred to as a Party).

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.

WHEREAS, Metro Health has established the SA Forward Strategic Plan which includes Project Worth as part of the mental health and community resilience strategic priority area as a response to adolescent mental health being declared a public health emergency.

WHEREAS, Project Worth was enlisted to expand the Project Worth Teen Ambassador program to school campuses and incorporate social emotional learning (SEL) curriculum within the Teen Ambassador program as part of Metro Health's SA Forward strategic plan.

NOW THEREFORE, this Memorandum of Agreement of the Parties delineates the responsibilities of each of the Parties.

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration, Metro Health and Earl Rudder Middle School shall reduce potential barriers to participation in Project Worth's community-based Teen Ambassador group, such as time, transportation, and parental support as set forth herein.

II. TERM

2.1 This agreement becomes effective December 1, 2022, and terminates on June 30, 2024.

III. JOINT ACKNOWLEDGMENTS

3.1 Both parties will abide by applicable federal, state, and local laws, rules and regulations regarding the confidentiality of records and information that each party may have access to.

3.2 EARL RUDDER MIDDLE SCHOOL AND THE CITY ACKNOWLEDGE THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.

IV. PARTIES' RESPONSIBILITIES

4.1 Earl Rudder Middle School shall:

- a. Identify one employee to serve as School Liaison whose duties will include:
 1. Serving on panel with Project Worth staff member for Teen Ambassador candidate interviews
 2. Coordinating space at school for meetings.
 3. Attending all Teen Ambassadors meetings and planned events afterschool/ weekend.
 4. Serving as POC/liaison between campus Teen Ambassadors and Project Worth staff between meetings.
 5. Collaborating with school principal or designee to complete Annual Project Debrief Report. Report will include achievements, challenges, and recommendations from school perspective and will be submitted to Metro Health by May 31, 2023.
- b. Submit monthly invoices and record of School Liaison time to Metro Health.
- c. Complete a written Annual Debrief to be submitted by May 31, 2023 of each school year.
- d. Develop a recruitment strategy that includes no less than 10 and up to 30 students per school year.
- e. Host Project Worth for student information sessions at their facility.
- f. Host a minimum of 1 meeting per month of each school year for Project Worth to conduct Teen Ambassador Meetings (up to 17 meetings/activities with Project Worth). Meetings will be held December 2022 - June 2023 and September 2023 - June 2024.
- g. Host End of Year Ceremony each school year.

4.2 Metro Health shall:

- a. Coordinate Teen Ambassador Meetings with School Liaison.
- b. Conduct monthly Teen Ambassador Meetings, structuring meetings around four pillars of engagement – Education/Learning; Community Impact Projects; Community Volunteer Events; and Social Connection/Team Building.
 1. Provide agenda with developed activities for Project Worth staff to run each Teen Ambassador meeting.
 2. Provide sign in sheets, food, and materials needed for activities during meetings.
- c. Identify at least one community-based volunteer opportunity for Earl Rudder Middle School Teen Ambassadors to connect with off-campus in the surrounding community and with community-based Teen Ambassadors.
- d. Coordinate End of Year Ceremony with School Liaison to recognize each youth's participation and achievements.
- e. Provide recruitment materials and attend all recruitment events
- f. Provide reimbursable compensation to school for completion of deliverables.

- g. Provide Teen Ambassadors access to a CASEL designated evidence based social-emotional learning curriculum through online platform to advance social-emotional learning and development.
- h. Provide family resources and navigation to community services through a Teen Health Navigator to provide assistance when identified.
- i. Administer the Search Initiative Developmental Relationship Survey with Teen Ambassadors to measure how youth are experiencing developmental relationships, CASEL's social and emotional competencies, and equitable practices within the program.

V. COMPENSATION TO EARL RUDDER

- 5.1 In consideration of Earl Rudder Middle School's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Earl Rudder Middle School an amount not to exceed \$4,400.00 as total compensation, to be paid to Earl Rudder Middle School as follows:

Up to \$1,900.00 in Year 1 which includes December 2022 to June 2023 as follows:

- a. \$100 per month for School Liaison support
- b. Up to \$100 per month for student transportation needs
- c. \$500 to school for completion of Annual Project Debrief

Up to \$2,500.00 in Year 2 which includes September 2023 to June 2024 (10 months) as follows:

- a. \$100 per month for School Liaison support
- b. Up to \$100 per month for student transportation needs
- c. \$500 to school for completion of Annual Project Debrief

- 5.2 Earl Rudder Middle School shall submit invoices as set out above by the by the 10th day of the month following the completion and submission of each deliverable. The invoices shall outline the work completed in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing.

- 5.3 Invoices shall be submitted to: Accounts.Payable@sanantonio.gov and copy to SAMHD.Invoices@sanantonio.gov or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

- 5.4 No additional fees or expenses of Earl Rudder Middle School shall be charged by Earl Rudder Middle School nor be payable by City. The parties hereby agree that all compensable expenses of Earl Rudder Middle School have been provided for in the total

payment to Earl Rudder Middle School as specified in section 4.1 above. Total payments to Earl Rudder Middle School cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.

- 5.5 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Earl Rudder Middle School following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Earl Rudder, for the payment of any monies or the provision of any goods or services.

VI. OWNERSHIP OF RECORDS

- 6.1 Earl Rudder Middle School 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.
- 6.2 Earl Rudder Middle School 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, Earl Rudder Middle School shall retain the records until the resolution of such litigation or other such questions. Earl Rudder Middle School acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Earl Rudder Middle School to return the documents to City at Earl Rudder's expense prior to or at the conclusion of the retention period. In such event, Earl Rudder Middle School may retain a copy of the documents at its sole cost and expense.
- 6.3 Earl Rudder Middle School shall notify City, immediately, in the event Earl Rudder Middle School receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Earl Rudder Middle School understands and agrees that City will process and handle all such requests.

VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions herein.

7.2 Termination Without Cause. This Agreement may be terminated by any party upon 30 calendar days written notice, which notice shall be provided in accordance with Article XVI Notice.

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

6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the other parties.

7.4 Defaults With Opportunity for Cure. Should any Party default in the performance of this MOA in a manner stated in this section 6.4 below, same shall be considered an event of default. A Party shall deliver written notice of said default specifying such matter(s) in default. A Party shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VII Notice, to cure such default. If the defaulting party fails to cure the default within such ten day cure period, the defaulted party shall have the right, without further notice, to terminate this Agreement in whole or in part as the defaulted party deems appropriate.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

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

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

VIII. INSURANCE

NISD Earl Rudder Middle School and the City acknowledge they are an agency and a political subdivisions, respectively, of the State of Texas and are subject to the comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, §101.001 et seq. and its remedies regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

NISD Earl Rudder Middle School and the City shall each maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice.

IX. NOTICE

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

If intended for City, to:

City of San Antonio
Attn: Director
San Antonio Metropolitan Health District
100 W. Houston, 14th Floor
San Antonio, Texas 78205

If intended for Earl Rudder, to:

Earl Rudder Middle School
6558 Horn Blvd.
San Antonio, TX 78240

X. ASSIGNMENT AND SUBCONTRACTING

10.1 This Agreement is not assignable by either party. Any assignment without such written consent shall be void.

XI. INDEPENDENT CONTRACTOR

11.1 Earl Rudder Middle School and CHW covenant and agree that it is an independent contractor and not an officer, agent, servant or employee of the other; Each Party shall have exclusive control of and exclusive right to control the details of the work performed by each party and their respective personnel hereunder. Each Party shall be responsible for its own acts and omissions and those of its officers, agents, employees, contractors, subcontractors and consultants. The Parties agree that the doctrine of *respondent superior* shall not apply as between City and Earl Rudder Middle School, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, collaborators or joint ventures' between City and Earl Rudder Middle School. The parties hereto understand and agree that neither party shall be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by another party under this Agreement and that no party has authority to bind another party.

XII. NONDISCRIMINATION POLICY

12.1 Non-Discrimination. As a party to this Agreement Parties 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.

12.2 The Parties shall comply with all applicable federal, State, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, the Parties agree that they will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- a) Title VI and VII of the Civil Rights Act of 1964, as amended;
- b) Section 504 of the Rehabilitation Act of 1973, as amended;
- c) The Age Discrimination Act of 1975, as amended;
- d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
- e) Fair Labor Standards Act of 1938, as amended;
- f) Equal Pay Act of 1963, P.L. 88-38;
- g) Drug Free Workplace Act of 1988 (41 U.S.C section 8102); and
- h) All applicable regulations implementing the above laws.

XIII. CONFLICT OF INTEREST

13.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

13.2 Pursuant to the subsection above, Earl Rudder Middle School warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Earl Rudder Middle School does not cause a City employee or officer to have a prohibited financial

interest in the Contract. Earl Rudder Middle School further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. APPLICABLE LAW

14.1 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.

14.2 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.

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

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

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor. The Director may execute contract amendments on behalf of the City without further action by the San Antonio City Council, in the following circumstances: (A) an increase in contract funding in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this contract shall not exceed the foregoing amount; (B) no cost extensions up to two years; (C) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged; (D) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work; and (E) changes in state or federal regulations mandated by the funding agency.

XVI. SEVERABILITY

16.1 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.

XVII. LEGAL AUTHORITY

17.1 The signer of this Agreement for Earl Rudder Middle School represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Earl Rudder Middle School and to bind Earl Rudder Middle School to all of the terms, conditions, provisions and obligations herein contained.

XVIII. ENTIRE AGREEMENT

18.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. This Agreement shall supersede any and all prior written and oral agreements between the City and Earl Rudder Middle School regarding the subject matter of this Agreement.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

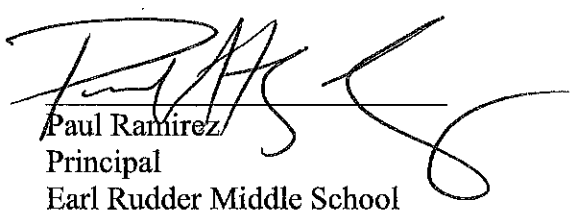
Claude A. Jacob
Health Director
San Antonio Metropolitan Health District

Date: _____

Approved as to Form:

City Attorney

EARL RUDDER MIDDLE SCHOOL


Paul Ramirez
Principal
Earl Rudder Middle School

Date: 11/31/23