

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. CHAMBER OF COMMERCE FOUNDATION
AND
THE CITY OF SAN ANTONIO**

This Memorandum of Understanding (this “**Agreement**”) is by and between the City of San Antonio, a Texas Municipal Corporation (the “**City**”) and the U.S. Chamber of Commerce Foundation, an affiliate of the U.S. Chamber of Commerce (“**USCCF**”). The City and USCCF may be referred to herein as a “**Party**” individually and as the “**Parties**” collectively.

BACKGROUND

The USCCF leads a nationwide initiative through its Hiring Our Heroes program (“**HOH**”) to help transitioning service members and veterans. In recent years, HOH formed the Military Spouse Fellowship Program (“**MSFP**”) to expand its initiative and help spouses of active military and veterans gain meaningful employment. Recognizing that the strength of the military community not only comes from the service members but from their families as well, the City wishes to contribute to the continued success of the MSFP in the San Antonio Military Spouse Economic Empowerment Zone (“**MSEEZ**”).

Accordingly, the City and USCCF agree as follows:

I. TERM AND TERMINATION

1. This Agreement begins on the date of the last Party’s signature and ends on the two-year anniversary thereafter (the “**Term**”).
2. This Agreement may be terminated by either Party with 30 calendar days advance written notice to the other party.
3. Upon expiration of the Term, or any extension thereof, or termination of this Agreement by either Party, USCCF shall return to the City all unexpended City Funds (as defined herein) within 30 calendar days of such expiration or termination.
4. If City Funds are unexpended upon expiration of this Agreement, the Parties may extend this Agreement under the same terms and conditions upon mutual written agreement executed by both Parties. Such extension shall include a plan written by USCCF that includes the amount of City Funds remaining and an estimated timeline for their expenditure.

II. OBLIGATIONS

1. The City shall provide a one-time payment of \$150,000.00 (“**City Funds**”) to USCCF within 30 days of City’s receipt of correct invoice by USCCF to be used during the Term, or any extension thereof, and in accordance with this Agreement.

2. USCCF shall use City Funds to support “fellowships” for at least thirty military spouses through the MSFP in the San Antonio MSEEZ (“**Participants**”). City Funds shall not be used for any other unrelated activity or purpose.
3. Each fellowship shall be for a full-time position and pay each Participant a minimum wage of at least \$15/hr and for a term of approximately six weeks long.
4. Participants will provide their resumés to USCCF, who will provide them to potential employers who are participating in the MSFP (“**Hosts**”), including the City. Hosts will interview Participants to determine potential fellowship placement or direct hire within the San Antonio MSEEZ.
5. While not obligated to do so, Hosts may hire their selected Participants at any time during the MSFP or thereafter; provided, however, hiring after three months will not be included in the MSFP metrics. Upon agreement by the Participant, Host, and USCCF, fellowships may be extended for additional weeks to account for interviews, negotiations, and onboarding.
6. USCCF shall maintain accounting records, in accordance with generally accepted accounting practices, for all expenditures of all City Funds. Such records shall be subject to audit by the City or its contracted auditor.
7. USCCF shall maintain and provide metrics to the City that include, at a minimum, i) the total number of sponsoring organizations supporting the MSFP within the San Antonio MSEEZ, ii) the total number of potential Hosts within the San Antonio MSEEZ, iii) the number of Hosts actively hosting a Participant, iv) the number of candidates competing for placement, v) the number of Participants placed, vi) the number of Participants offered permanent positions with their Hosts post-fellowship, and vii) the number of Participants accepting such permanent positions during or post-fellowship. USCCF should also maintain and provide metrics to the City that include the number of Participants supported by the City through this Agreement and the number of overall participants participating in the entire MSFP in the San Antonio MSEEZ during the Term and any extension thereof. USCCF shall report such metrics to the City upon City’s request, but no more than once per calendar quarter.
8. For each Participant, USCCF shall provide a report to the City that includes, at a minimum, the Participant’s military affiliation including branch of service, the Participant’s Host company and Participant’s role with such Host during their fellowship, the date Participant’s fellowship term began and the date it ended, and, if applicable, data associated with Participant’s permanent position offered by their Host. USCCF shall submit such reports to the City upon City’s request, but no more than once per calendar quarter.
9. USCCF shall include the City on all marketing and website materials when listing supporting organizations.
10. The obligations identified in this Agreement will be implemented by the Parties consistent with each organization’s policies and in accordance with applicable laws.

III. INDEMNIFICATION

1. USCCF covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or 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 USCCF's activities under this Agreement, including any acts or omissions of USCCF, any agent, officer, director, representative, employee, consultant or subcontractor of USCCF, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or 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 USCCF AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
2. The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
3. USCCF shall advise the City in writing within 48 hours of any claim or demand against the City or USCCF known to USCCF related to or arising out of USCCF's activities under this Agreement and shall see to the investigation and defense of such claim or demand at USCCF's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving USCCF of any of its obligations under this paragraph.
4. Defense Counsel. USCCF shall retain City approved defense counsel within seven business days of the City's written notice that the City is invoking its right to indemnification under this Agreement. If USCCF fails to retain Counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and USCCF shall reimburse City for all costs related to retaining such defense counsel. The 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.
5. Employee Litigation. In any and all claims against any party indemnified hereunder by any employee of USCCF, 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 provided herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for USCCF or any subcontractor under

worker's compensation or other employee benefit acts.

IV. INFORMATION INQUIRY AND NOTICES

1. If either Party receives requests for public information related to this Agreement, notice of such request will be provided to the non-receiving party within two business days to afford that other party the opportunity to respond or address the request for information.
2. Any questions regarding this Agreement or notices required by this Agreement shall be in writing and directed to the assigned program directors responsible for implementing the identified strategies or their designees. These program directors are:

If to USCCF:
Hiring Our Heroes
Attn: Eric Eversole
1615 H Street NW
Washington, D.C. 20062

eeversole@uschamber.com

If to the City:
Military and Veterans Affairs Department
Attn: Debra M. Clark
110 W Houston Street, Suite 1008
San Antonio, TX 78204

debra.clark@sanantonio.gov

V. RECORDS RETENTION

1. USCCF 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 the City may deem necessary during the Term of this Agreement, 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 the City and any of its authorized representatives.
2. USCCF 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, USCCF shall retain the records until the resolution of such litigation or other such questions. USCCF acknowledges and agrees that the City shall have access to any and all such documents at any and all times, as deemed necessary by the City, during said retention period. The City may, at its election, require USCCF to return said documents to the City prior to or at the conclusion of said retention.

VI. MISCELLANEOUS

1. Non-Discrimination. USCCF 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.

2. Insurance. USCCF shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for USCCF.
3. Governing Law. 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. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas.
4. Relationship of the Parties. 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 ventures, or any other similar such relationship between the Parties hereto. USCCF shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The Parties 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 USCCF under this Agreement.
5. Non-assignment. This Agreement is not assignable and funds received as a result hereof shall only be used by the Parties as stated herein.
6. Force Majeure. Performance of obligations under this Agreement by the Parties shall be subject to extension, due to delay by reason of events of force majeure. For purposes of this Agreement, force majeure shall include damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, epidemic, war, unusually adverse weather or flooding, or other causes beyond the Parties' reasonable control, including but not limited to any court or judgment resulting from any litigation affecting this Agreement.
7. Severability. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the Parties.
8. Amendments. Any alterations, additions, or deletions to the terms hereof shall only be effected by amendment, in writing, executed by the Parties.
9. Entire Agreement. This Agreement is the final, entire agreement of the parties and may only be amended in writing upon signature of the Parties.

Signatures on following page.

IN WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized representatives.

THE CITY OF SAN ANTONIO

**U.S. CHAMBER OF COMMERCE
FOUNDATION**



Name: Juan G. Ayala
Title: Director of Military & Veteran Affairs

Name: Eric Eversole
Title: President of Hiring Our Heroes

Date: _____

Date: 01/24/2023

Approved as to Form:

Assistant City Attorney