

ORDINANCE 2023-02-09-0083

APPROVING AN AGREEMENT WITH EQUAL HEART FOR THE PLACEMENT OF AMERICORPS MEMBERS TO SUPPORT THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT IN AN AMOUNT UP TO \$13,200 FOR AN INITIAL PERIOD BEGINNING JANUARY 23, 2023, THROUGH AUGUST 31, 2023, WITH THE OPTION TO RENEW FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS FOR A TOTAL AMOUNT UP TO \$81,200. FUNDING FOR THE INITIAL TERM IS FROM THE FY 2023 GENERAL FUND ADOPTED BUDGET. FUNDING FOR FUTURE YEARS IS DEPENDENT UPON CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, Equal Heart is a non-profit organization that currently receives two AmeriCorps grants that allows them to support organizations across the country plus their own direct service programs; and

WHEREAS, Equal Heart places about 400 AmeriCorps members across 15 states annually. AmeriCorps members are a part of the network of 70,000 Americans that serve their communities to meet critical human needs across various areas of service; and

WHEREAS, the AmeriCorps Members will educate the community on asthma triggers and air quality in San Antonio; and

WHEREAS, one AmeriCorps Member will work with the SA Kids Breathe (SAKB) Program to specifically support the EXHALE project; and

WHEREAS, the EXHALE project addresses six strategies: expanding access to asthma-self management education, working with schools, health care systems, large worksites, and multi-unit housing properties to assess asthma, tobacco and environmental policies and looking at evidence-based interventions and best practices to develop or strengthen such policies; and

WHEREAS, the AmeriCorps Member in the SAKB program will work directly with the EXHALE supervisor to support all six EXHALE strategies; and

WHEREAS, the AmeriCorps Member will be trained on asthma and the triggers that exacerbate it, learn strategies to reduce or eliminate asthma triggers inside the home and school environments, assist with recruitment to the SAKB home educational program, and develop a presentation on these triggers and mitigation strategies for both allergens and irritants; and

WHEREAS, the second AmeriCorps Member will work with Metro Health's Air Quality Program; and

WHEREAS, this program will identify and prioritize lower-income and minority communities based on an equity map that has been created by the City of San Antonio Office of Diversity, Equity, Inclusion, and Accessibility; and

WHEREAS, once communities are identified, the Program will host clean air educational events; and

WHEREAS, these events will present an opportunity to inform participants about the negative impact that ground-level ozone pollution and poor air quality have on human health and the environment; and

WHEREAS, the AmeriCorps Member will participate at all levels of the program including planning, assisting with the procurement of resources, executing events, gathering data, tracking progress, creating reports, and various other duties associated with the educational events; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee or the Director of the San Antonio Metropolitan Health District or designee is authorized to execute an agreement with Equal Heart for the placement of AmeriCorps members to support the San Antonio Metropolitan Health District in an amount up to \$13,200 for an initial period beginning January 23, 2023, through August 31, 2023, with the option to renew for up to two additional one-year terms for a total amount up to \$81,200. Funding for the initial term is from the FY 2023 General Fund Adopted Budget. Funding for future years is dependent upon City Council approval of the annual budget. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funding in the amount of \$7,500.00 for this ordinance is available in Fund 11001000, Cost Center 3618010006 and General Ledger 5201040 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 3. Funding in the amount of \$5,700.00 for this ordinance is available in Fund 11001000, Cost Center 3619010010 and General Ledger 5201040 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 4. 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.

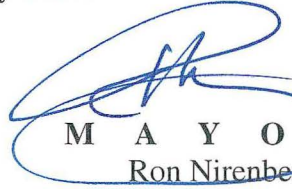
SECTION 5. Payment is authorized to Equal Heart and should be encumbered with a purchase order.

SECTION 6. 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

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Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

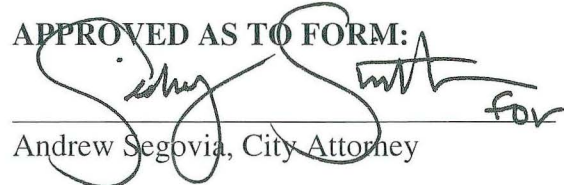
PASSED AND APPROVED this 9th day of February 2023.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, Acting City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting February 9, 2023

13.

2023-02-09-0083

Ordinance approving an agreement with Equal Heart for the placement of AmeriCorps members to support the San Antonio Metropolitan Health District in an amount up to \$13,200 for an initial period beginning January 23, 2023, through August 31, 2023, with the option to renew for up to two additional one-year terms for a total amount up to \$81,200. Funding for the initial term is from the FY 2023 General Fund Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

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

Aye:	Nirenberg, Bravo, McKee-Rodriguez, Castillo, Cabello Havrda, Courage, Perry
Absent:	Viagran, Rocha Garcia, Pelaez

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Item No. 13

Attachment I



Equal Heart AmeriCorps Partner Organization Memorandum of Understanding

This agreement is entered into between **Equal Heart** and City of San Antonio, a Texas Municipal Corporation ("City") acting by and through the Director of the **San Antonio Metropolitan Health District**, ("Metro Health" or the "Partner Organization") for the AmeriCorps program operating during the **2022-23** grant year. AmeriCorps members placed at the Partner Organization must only participate in direct service activities detailed in the provided Member Position Description.¹ AmeriCorps members placed at the partner organization must receive no additional compensation paid by the Partner Organization without prior approval from Equal Heart.

The following is understood and agreed to by both parties:

I. Equal Heart's Roles and Responsibilities

As the legal grantee of AmeriCorps, Equal Heart will:

- A. Pay AmeriCorps members' biweekly stipend living allowances upon submission of a Time and Activity report signed by the member and approved by his/her supervisor. *The terms of our grant forbids us from paying a stipend to a member without a signed time & activity report for the corresponding period.*
- B. Provide training and technical assistance for members throughout program term. Such assistance includes:
 - 1. A staff member employed by Equal Heart to oversee the AmeriCorps program and assist both the Partner Organization representatives and members throughout the program year.
 - 2. Help with recruitment of AmeriCorps members for placement at the Partner Organization's operating sites;
 - 3. Regular member support by Equal Heart staff;
 - 4. Provision of AmeriCorps service gear for members; and
 - 5. Other support as needed, if justifiable as a reasonable cost pursuant to the AmeriCorps grant
- C. Provide an orientation and training for members and Partner Organization staff. Participants will receive information and training on:
 - 1. The AmeriCorps and the National Service movement, its goals and objectives;
 - 2. Members' service requirements and benefits, as well as instruction on time and activity reporting, prohibited service activities and performance measurement data collection requirements and other guidelines on roles and responsibilities of Equal Heart and the Partner Organization
 - 3. Supervision and management of members training for supervisors.
 - 4. A detailed description of Equal Heart's annual training program, schedule and rules;
- D. Develop and distribute forms for the effective evaluation and continuous improvement of Equal Heart AmeriCorps, including training questionnaires, community assessments, Time and Activity reports, and member and service evaluations.
- E. Complete an annual audit if required by OMB Circular A-133.
- F. Provide accounting services for the overall project to include processing of member stipend payments, reimbursement for authorized travel, initial registration and maintenance of worker's compensation and other required benefits.

II. Partner Organization's Roles and Responsibilities

- A. Provide a safe working environment for AmeriCorps members and clear instructions on service assignments and tasks.
- B. Have adequate resources to fulfill the individual goals and program objectives of the members, as well as the goals of Equal Heart and AmeriCorps.
- C. Release members to attend any mandatory AmeriCorps events.

- D. Actively identify each Partner Organization site as an AmeriCorps program. The Partner Organization agrees to post the AmeriCorps logo on their website as well as display AmeriCorps marketing material at each member site, materials to be supplied by Equal Heart. Additionally, sites must post the provided Prohibited Activities poster at each service location.
- E. Identify a program coordinator to oversee the program operations of the members and assign one staff member per physical host site to provide daily, on-site supervision to the members. The Coordinator and Site Supervisor may be the same person. His/her responsibilities include:
1. Attend a mandatory pre-service Supervisor Training annually, organized by Equal Heart and described in Paragraph I.C. above;
 2. Provide an orientation for new members to introduce Partner Organization staff and explain site policies of Metro Health, and AmeriCorps procedures, expectations and lines of communication;
 3. Provide any additional training necessary for the members to accomplish their projects that is above and beyond the training provided by Equal Heart;
 4. Supervise and assist the members in the implementation of their service plan to assure that they are making adequate progress toward their individual and community service, community building and member development objectives;
 5. Monitor, document and certify members' hours of service and activities. Ensure that recorded hours are an accurate reflection of hours served and in compliance with AmeriCorps rules & regulations. Submit time and activity reports to Equal Heart no later than the Tuesday following the end of a reporting period. *The stipend payment will not be processed until Time and Activity Reports are received;*
 6. Ensure members are meeting minimum hour requirement and scheduled to serve through contracted end date.
 7. Communicate member status changes including missing more than two consecutive days of service, member resignation, suspension, involuntary termination and any other formal disciplinary action within 24 hours of occurring.
 8. Submit required performance data in a timely manner.
 9. Submit mid/end term evaluation forms with member and supervisor signature for each member to Equal Heart with forms provided by Equal Heart, and participation in an end-of-service review with each member;
 10. Act as an informational relay between Equal Heart and the members placed with the Partner Organization, and assure that members in violation of the terms of their member Service Agreement are disciplined in a manner consistent with that agreement. All disciplinary actions (verbal or written) must be documented, with the documentation sent to Equal Heart. Before any member is terminated for cause, Equal Heart's AmeriCorps Director must be notified and sent all supporting documentation;
- F. Ensure that members are not assigned to activities that would result in displacement of a paid or volunteer worker, or that would normally be done by a paid or volunteer worker.
1. *Nonduplication.* AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of nondisplacement (E.2) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
 2. *Nondisplacement.* (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance. (2) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance. (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual. (4) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures. (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.
- G. Ensure that members do not engage or participate in any of the following prohibited activities during AmeriCorps service:
1. Engage in any activity that is illegal under local, state or federal law;

2. Engage in activities that pose a significant safety risk to others;
 3. Engage in any activity that is prohibited under the AmeriCorps Provisions. These include:
 - Organizing or engaging in protests, petitions, boycotts, or strikes; Assisting, promoting, or deterring union organizing; or Impairing existing contracts for services or collective bargaining agreements;
 - Attempting to influence legislation; Engaging in partisan political activities; Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - Provide a direct benefit to (i) A business organized for profit; (ii) A labor union; (iii) A partisan political organization; or an organization engaged in the religious activities unless AmeriCorps assistance is not used to support those religious activities; and
 - Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.
 - Doing service for a nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
 - Conduct voter registration. In addition, AmeriCorps funds may not be used to conduct a voter registration drive.
 - Provide abortion services or referrals for receipt of such services.
 - Such other activities as the AmeriCorps may prohibit.
- H. Ensure members do not contribute to any fundraising efforts outside of the scope of AmeriCorps provisions:
1. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities.
 2. Fundraising activities must be pre-approved by Equal Heart Program Staff.
 3. (a) AmeriCorps members may raise resources directly in support of your program's service activities. (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following: (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read; (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers; (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals; (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization; (5) Seeking donations from alumni of the program for specific service projects being performed by current members. (c) AmeriCorps members may not: (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; (2) Write a grant application to the AmeriCorps or to any other Federal agency.
- I. Complete reports and other surveys as required by Equal Heart, including end of term data collection, financial statements consistent with OMB Circular A-133 and CNCS requirements.
- J. With respect to dispute resolution with a member or Equal Heart on a complaint arising from the interpretation or application of personnel policies or practices, comply with the Grievance Procedure outlined in Equal Heart's AmeriCorps Member Service Agreement. Metro Health shall only be responsible for notifying Equal Heart of any complaints or disputes with a member.
- K. The Partner Organization understands that any photograph, audio recording, video or film taken onsite in conjunction with AmeriCorps or Equal Heart can be used by CNCS and/or Equal Heart without the Partner Organization's express permission. The Partner Organization foregoes any rights to royalties in conjunction with photographs, audio recordings, video or film.
- L. If either Equal Heart or the Partner Organization releases a member from service for any reason, Equal Heart is under no obligation to find a replacement member for the Partner Organization.

III. Financial Support

- A. The Partner Organization agrees to pay Equal Heart a member placement fee for each member accepted and who starts service at the Partner Organization prior to the member beginning service with the Partner Organization. The fees will be invoiced after Member Placement and are based on the schedule below:

Member placement fees are determined by member type, as outlined below.

Three Quarter Time Member (1200 hours):	\$10,000
Half Time Member (900 hours):	\$7,500

- B. The Partner Organization is only billed for filled slots. If a Member exits the program mid-term, Equal Heart will return funds to the Partner Organization based on the following formula:

$$[\text{Original Fee}] - [\text{\$200 (onboarding expense)}] - [(\text{percentage of hours served}) \times (\text{fee})]$$
- C. The Partner Organization will provide mileage reimbursements at the locally acceptable rate for a member's local travel costs in completing their program duties if his/her duties require the use of the member's vehicle.
- D. The Ameri Corp and the City shall 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. The Ameri Corp shall maintain a commercial insurance or self-insurance fund for liability claims and causes of action to meet its statutory obligations for its members acts, negligence and/or malpractice.

IV. Amendments to this Agreement

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 Equal Heart. Director shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

V. RECORDS RETENTION

A. Equal Heart 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.

B. Equal Heart 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, Consultant shall retain the records until the resolution of such litigation or other such questions. Equal Heart 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 Consultant to return the documents to City at Equal Heart's expense prior to or at the conclusion of the retention period. In such event, Consultant may retain a copy of the documents at its sole cost and expense.

VI. Termination

A. 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 hereof.

B. Termination Without Cause. This Agreement may be terminated by City without cause upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VII. Notice.

C. Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the

following events, each of which shall constitute an Event for Cause under this Agreement:

1. The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII.
2. Assignment and Subcontracting; or
3. Any material breach of the terms of this Agreement, as determined solely by City.

D. Defaults With Opportunity for Cure. Should Equal Heart default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Equal Heart shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such 30 day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Equal Heart's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

1. Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
2. Bankruptcy or selling substantially all of company's assets;
3. Failing to perform or failing to comply with any covenant herein required; or
4. Performing unsatisfactorily.

E. 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.

VII. 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, 8th Floor
San Antonio TX, 78205

If intended for Equal Heart, to:

VIII. Non-Discrimination

Non-Discrimination. As a party to this contract, Equal Heart 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.

IX. Indemnification

EQUAL HEART 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 EQUAL HEART'S activities under this Agreement, including any acts or omissions of EQUAL HEART, any agent, officer, director, representative, employee, consultant or subcontractor of EQUAL HEART, 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 EQUAL HEART 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.**

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

Defense Counsel - City shall be notified of the defense counsel retained by EQUAL HEART in fulfilling its obligation hereunder to defend and indemnify City. EQUAL HEART shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If EQUAL HEART fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf. 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.

X. Independent Contractor

Equal Heart covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant 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 Equal Heart, 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 venturers between City and Equal Heart. 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 Consultant under this Agreement and that the Equal Heart has no authority to bind the City.

XI. Conflict Of Interest

A. 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:

1. a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
2. 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.

B. Pursuant to the subsection above, Equal Heart warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Equal Heart further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XII. Law Applicable & Legal Fees

A. 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.

B 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.

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

XIII. Prohibition On Contracts With Companies Boycotting Israel

A. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

B. "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.

C. "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.

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

XIV. Prohibition On Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Equal Heart hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's certification. If found to be false, or if Equal Heart is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XV. Prohibition On Contracts With Companies Boycotting Certain Energy Companies

This section only applies to a contract that:

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

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

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

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

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

XVI. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries

This section only applies to a contract that:

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

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

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

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

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XVII. Entire Agreement

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. Amendments.

Partner Site Representative

Date

Program Director

Date