



SPECIAL BOARD OF DIRECTORS MEETING

WebEx
July 21, 2020
9:00 AM

Agenda items may not be considered in the order they appear.

Citizens may appear before the Board to speak for or against any item on the Agenda in accordance with procedural rules governing meetings. Speakers are limited to three (3) minutes on each topic (6 minutes if translation is needed) if they register at the beginning of meeting. Questions relating to these rules may be directed to Linda G. Martinez at (210) 581-1093.

To protect the health of the public and limit the potential spread of COVID 19 as directed by Governor of Texas, Bexar County and City of San Antonio, WSA will hold this meeting via videoconferencing. The meeting will be held in compliance with the suspended provisions of the Texas Open Meetings Act. For those members of the public that would like to participate, please call toll-free 1-877-858-6860, which will provide two-way communications through a speaker phone. For additional information, please call Linda G. Martinez, (210) 581-1093.

I. Call to Order and Quorum Determination

Presenter: Chair Solis

II. Declarations of Conflict of Interest

Presenter: Chair Solis

III. Public Comment

Presenter: Chair Solis

IV. Consent Agenda: Discussion and Possible Action

Presenter: Chair Solis

a. Prior Meeting Minutes - June 19, 2020

V. Chair Report

Presenter: Adrian Lopez, CEO

a. Discussion and Possible Action: Funding Agreement under CARES Act for WSA as Service Provider with Bexar County.

b. Discussion and Possible Action: Funding Agreement under CARES Act for WSA as Service Provider with City of San Antonio

VI. Executive Session: Pursuant to Chapter 551 of the Texas Open Meetings Act, the Board may recess into Executive Session for discussion on any issue for which there is an exception to the Act as set out in section 551.071 et. seq. including, but not limited to, the following:

a. Government Code §551.072 - Discussions Regarding Purchase, Exchange, Lease, or Value of Real Property if Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of Workforce Solutions Alamo in Negotiations with a Third Party; and

Workforce Solutions Alamo is an equal opportunity employer/program. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids, services, or special accommodations should contact Belkiss Rodriguez at (210) 581-1058 at least two (2) working days prior to the meeting, so that appropriate arrangements can be made. Relay Texas: 1-800-735-2989 (TDD) or 1-800-735-2988 (Voice).

b. Government Code §551.071 - All Matters Where Workforce Solutions Alamo Seeks the Advice of its Attorney as Privileged Communications under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.

Government Code §551.072 - Discussions Regarding Purchase, Exchange, Lease, or Value of Real Property if Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of Workforce Solutions Alamo in Negotiations with a Third Party; and

c. Pending or Contemplated Litigation including, but not limited to employment claim asserted by former employees of Workforce Solutions Alamo (specifically Venessa Miller); and Pending or Contemplated Litigation including, but not limited to employment claim asserted by former employees of Workforce Solutions Alamo (specifically Venessa Miller); and

d. Government Code §551.074 - Personnel Matters involving The Search Process for new CEO for Workforce Solutions Alamo.

VII. Adjournment

Presenter: Chair Solis



SPECIAL BOARD MEETING

100 N. Santa Rosa, Suite 101
San Antonio, TX 78207
July 21, 2020
9:00AM

AGENDA

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To protect the health of the public and limit the potential spread of COVID 19 as directed by Governor of Texas, Bexar County and City of San Antonio, WSA will hold this meeting via videoconferencing. The meeting will be held in compliance with the suspended provisions of the Texas Open Meetings Act. For those members of the public that would like to participate, please call toll-free 1-877-858-6860, which will provide two-way communications through a speaker phone. For additional information, please call Linda G. Martinez, (210) 581-1093

- I. Call to Order and Quorum Determination
Presenter: Chair Solis
- II. Declarations of Conflict of Interest
Presenter: Chair Solis
- III. Public Comment
Presenter: Chair Solis
- IV. Consent Agenda: Discussion and Possible Action
Presenter: Chair Solis
 - a. Board Meeting June 19, 2020 Minutes

- V. Chair Report Discussion and Possible Action:
Presenter: Adrian Lopez, CEO
- a. Funding Agreement under CARES Act for WSA as Service Provider with Bexar County
 - b. Funding Agreement under CARES Act for WSA as Service Provider with City of San Antonio
- VI. Next Meeting: August 21, 2020
- VII. **Executive Session: Pursuant to Chapter 551 of the Texas Open Meetings Act, the Board may recess into Executive Session for discussion on any issue for which there is an exception to the Act as set out in section 551.071 et. seq. including, but not limited to, the following:**
- a. **Government Code §551.072 – Discussions Regarding Purchase, Exchange, Lease, or Value of Real Property if Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of Workforce Solutions Alamo in Negotiations with a Third Party;**
 - b. **Government Code §551.071 - All Matters Where Workforce Solutions Alamo Seeks the Advice of its Attorney as Privileged Communications under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas:**
 - c. **Pending or Contemplated Litigation; and**
 - d. **Government Code §551.074- Personnel Matters involving Senior Executive Staff and Employees of Workforce Solutions Alamo.**
- VIII. Adjournment
Presenter: Chair Solis

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Workforce Solutions Alamo

BOARD MEETING MINUTES

100 N. Santa Rosa, Suite 101

San Antonio, TX 78207

JUNE 19, 2020

Board: Juan Solis (Chair), Leslie Cantu (Vice Chair), Mary Batch, Jamie Allen, Yousef Kassim, Johnette Lee, Elizabeth Lutz, Dr. Mark Niederauer, Ben Peavy, Doug Watson, Polo Leal, Ravae Villafranca Shaeffer, Mitchell Shane Denn, Sammi Morrill, Burnie Roper, Betty Munoz, Eric Cooper, Angelique De Oliveira,

Partners: David Meadows, Diane Rath, Pooja Tripathi

WSA Counsel: Frank Burney

Staff: Adrian Lopez, Louis Tatum, Linda Martinez, Mark Milton, Tony Martinez, Tiffany Harris, LaVonja Horne-Williams, Ricardo Ramirez, Angela Bush, Elizabeth Eberhardt, Dr. Andrea Guajardo, Barbetta Womack, Aaron Smith, Melissa Sadler-Nitu, Michael Del Torro, (Guest), Donald Long, (Guest), Roberto Corral, Manuel Ugues, Gabriela Horbach, Joshua Villela, Rick Garcia,

I. Call to Order and Quorum Determination

At 9:03 a.m., Chair Solis called the meeting to order. The roll was called, and a quorum was declared present.

II. Declarations of Conflict of Interest

Presenter: Chair Solis

None

III. Public Comment

Presenter: Chair Solis

None

IV. Consent Agenda: Discussion and possible action.

Presenter: Chair Solis

- a. Minutes of February 21, 2020
- b. Check Signing Policy
- c. Monthly Financial Reports
- d. Procurement Reports
- e. HR Consultant Timeline

Upon motion by Director Batch and second by Director Morrill, the Board unanimously approved items IV (a—e).

V. **Chair Report:**

Chair Solis briefed the Board on terms of Directors and 6-month accomplishments. He requested that Board members with expiring terms provide information for renewal of their terms in office. He also highlighted achievements, including media outreach, reorganization of staff, clean audit, meeting or exceeding TWC performance, programs with Bexar County and City of San Antonio, and other accomplishments.

VI. **CEO Report:**

CEO Lopez briefed the Board on:

- a. Update on re-opening of workforce centers which occurred earlier this week with safe distance, masks and other COVID-required protective measures. Plan is to increase staffing and hours in July 2020, but safety of staff is paramount. Director Allen requested information on compliance with Bexar County and San Antonio order requiring businesses to implement and enforce wearing of masks.
- b. Briefing on County and City Workforce Proposals: WSA has been requested by Bexar County and the City of San Antonio to provide assistance in their \$100M recovery plans relating to workforce training. WSA also provided data to their consultants on the effect of COVID on the workplace. WSA will continue to be a major partner with them. Funds relating to these workforce efforts have tight deadlines for expenditures. TWC has expressed interest in assisting this cooperative effort with the County and City.
- c. Update on Local Plan: Updates of the Local Plan for 2020-21 are underway, taking into consideration COVID-related issues.

VI. **Human Resources Committee:**

Chair Cantu presented updates on:

- a. WSA Employee Handbook Revisions: updates are continuing, with additional issues being addressed such as social media and firearms.

Upon motion by Director Peavy and second by Watson, the Board unanimously approved item VI(a) with the caveat that Board can submit additional changes

- b. Organizational Review: Chair Cantu and CEO Lopez provided an overview of recommendations from HR consultant relating to organizational review. New positions will be added in the HR, childcare, and IT staffing.

Upon motion by Director Allen and second by Director Peavy, the Board unanimously approved the recommendations for HR changes with salary revisions, including an across-the-board merit salary increase, for a total financial impact of approximately

\$125,000, with the condition that the HR Committee examine the possibility of use of PEO before any final decision on staffing changes to the HR department.

VII. Audit and Finance Committee Report:

Chair Batch briefed the Committee on:

- a. 2018-2019 Audit Report: auditor reported on report which included a “clean” audit. Upon motion by Director Roper and second by Director Cantu, the Board unanimously approved item VII(a).
- b. Budget Amendment #3: Mr. Tatum reported on proposed changes to the budget to reflect COVID-related programs with an additional \$29M flowing into the budget (mainly childcare funding) and additional costs for facilities/staffing improvements in response to pandemic. Upon motion by Director Cantu and second by Director Morrill, the Board unanimously approved item VII(b).

VIII. Oversight Committee Report:

Chair Watson reviewed performance of programs. He noted that all programs meet or exceed TWC performance standards. He provided detailed information on increased childcare services relating to COVID. Finally, he discussed incentives for parents that choose Texas Rising Star centers.

IX. Future Meetings:

Chair Solis advised that the future Board meetings may be rescheduled to address possible COVID-related interruptions.

X. Executive Session:

None

XI. Adjournment

Presenter: Chair Solis

There being no further business, a motion was made by Director Morrill and second by Director Cantu that the meeting adjourn. The motion carried unanimously. The meeting adjourned at 10:34 a.m.

MEMORANDUM

To: WSA Special Board

From: Adrian Lopez, WSA CEO

Presented by: Mark Milton, Chief Operating Officer

Date: July 17, 2020

Subject: Bexar County and City of San Antonio Contracts

Summary: This item is to provide an update on the proposed partnership and funding opportunity with Bexar County and the COSA through the C.A.R.E.S Act and General funds.

Analysis:

- 1) WSA is finalizing the agreements with Bexar County and the City of San Antonio to administer WF Development funding through the CARES Act and General funds. Approximate funding received through Bexar County and COSA is \$14 million and \$10 million respectively for a total of \$24 million.
- 2) In March of 2020, both the COSA and Bexar County received federal funding (C.A.R.E.S Act*) to respond to the local needs of the workforce as a result of the pandemic. WSA (and other community partners) were contacted by these entities in May to implement programs and services that will serve nearly 7,000 San Antonio residents.
- 3) The goals of the program from a WSA perspective will be to outreach, recruit, determine eligible, assess, and provide referrals to either training or on the job/work experience. Stipends will be provided to residents as well.
- 4) Approximately 6,000 residents will be targeted for the program with a potential of over 700 entering training programs with educational partners.
- 5) The project will begin immediately upon board approval. CARES funding expires in December of 2020, but general funding will carry over up to Sept. of 2021.

- 6) Program challenges include timing of the launch to completion, the total volume of people served, and the unknown variables associated with how many individuals will be willing to participate during the pandemic.
- 7) WSA is working closely with C2 to develop solutions and strategies to overcome these challenges.
- 8) This is a significant opportunity for WSA as it will give us some funding flexibility while still having us maintain our current service delivery model and proven track record of success.

Alternatives:

WSA is considering alternative solutions to all plans in the event there is a funding shortfall.

Fiscal Impact:

We anticipate the fiscal impact of these initiatives to be quite significant and are evaluating the cost per individual to ensure it remains efficient. Funding for Dislocated Workers from TWC is expected to be significantly reduced next fiscal year, and these funds will help offset the costs of that loss.

Recommendation:

Recommendation is to approve the city and county funding opportunity.

Next Steps:

Next steps in the process will be to continue to move forward with the operational objectives listed in this memo. We will be rolling out numerous projects at the same time and will be monitoring the capacity of each as we move forward.

Bexar County and COSA Project Update

Mark Milton, WSA COO

7/15/20



AmericanJobCenter®

Project Background

History

- In March of 2020, both the COSA and Bexar County received federal funding (C.A.R.E.S Act*) to respond to the local needs of the workforce as a result of the pandemic.

WSA's Role

- WSA (and other community partners) were contacted by these entities in May to implement programs and services that will serve nearly 7,000 San Antonio residents

Timeframe

- CARES funding is set to expire in Dec. 2020, however both county and COSA will also utilize general funds to allow for services to continue up to September of 2021.

Service Delivery Model and Next Steps

- WSA will work with C2 to roll out and implement this new program that will be similar to our WIOA service delivery model with some distinctions.

* C.A.R.E.S – Coronavirus Aid, Relief, Economic, and Security Act

CARES Funding – BEXAR COUNTY & COSA

Bexar County Funding

- Approximately \$14 million in funding has been approved for the WSA efforts.
- Funding is a portion of C.A.R.E.S. and General Fund
- Timeline to complete Dec. 2020 (C.A.R.E.S) & May 2021 (General Fund)
- Goals of the program – Outreach, Eligibility, Assessment, Referrals, OJT, Training, Placement

COSA Funding

- Anticipating approximated \$10 million in funding
- Funding is a portion of C.A.R.E.S. and General Fund
- Timeline to complete Dec. 2020 (C.A.R.E.S) & Sept. 2021 (General Fund)
- Goals of the program – Outreach, Eligibility, Assessment, Referrals, OJT, Training, Placement

Projected Outcomes and Goals

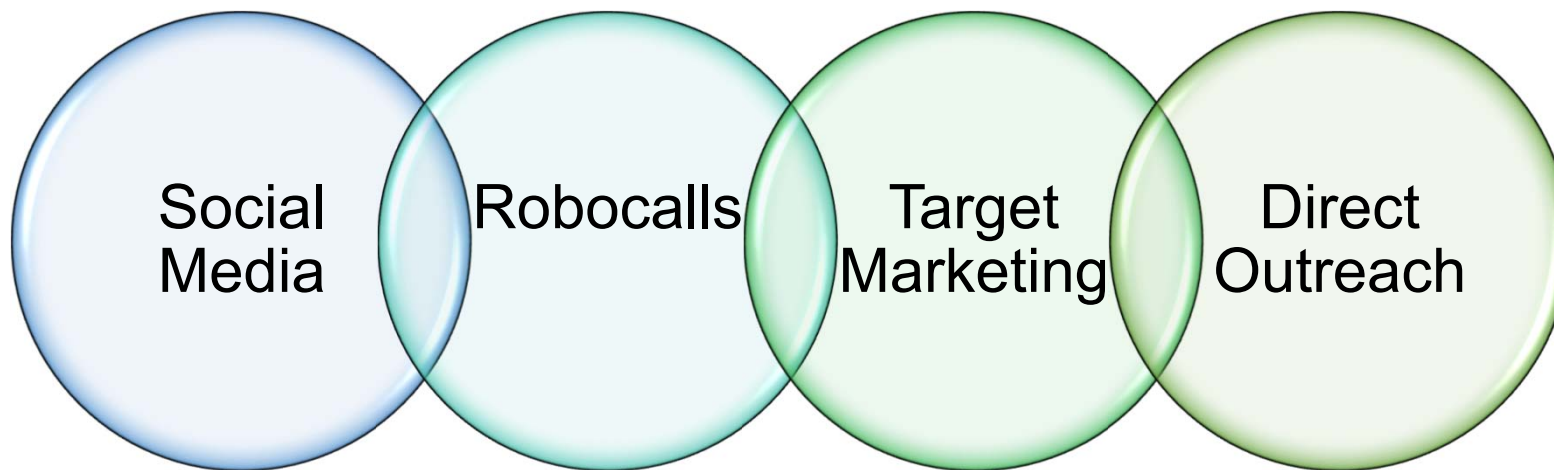
Category	Bexar County	COSA	Total
Outreached	4000	2000	6000
Intake/Eligibility/Enrollment/Assessment/Case Managed	3500	1446	4946
Referred to Training	200	536	736
Stipends	300	536	836
OJT	0	357	357
WE	600	0	600
Job Placement	800	357	1157

- ❖ Indicates minimums for each category
- ❖ Termination clauses are in effect in the event metrics are not being met
- ❖ Flexibility is in the contracts if there is a need to revise eligibility requirements.

Project Timeline

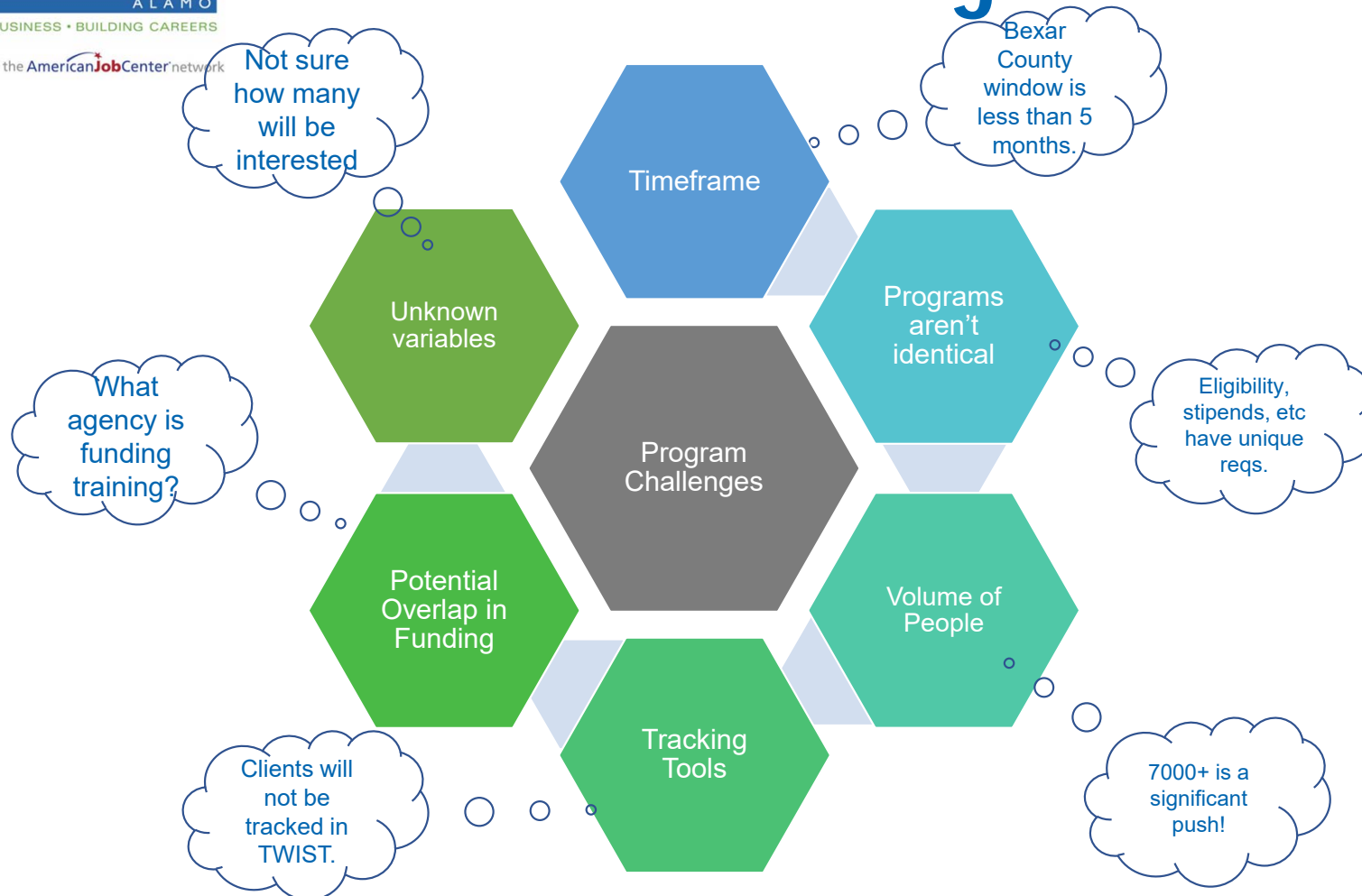
Item	Description	Timeline
Contracts Executed	With board approval, we would anticipate contracts for both the county and COSA to be in place by late July.	7/25
Outreach and Recruitment	WSA will begin to reach out to impacted workers using 4 specific recruitment strategies.	7/26
Eligibility/Assessments	Assessments will be conducted immediately following the outreach and recruitment	Aug 1-15
Training Start	With the schedule of training programs in place WSA will coordinate with training providers (GED, Short term, Occ. OJT, Work Experience will be considered)	Late Aug '20
Training Completion	Training completion dates determined based on length of program and training selected	Sept 20-May 21.
Placement Outreach	WSA will begin the process of determining the number of positions needed based on the training programs being offered.	Aug '20 – July '21.
Placement Begins	Placement will commence immediately for those not enrolled in training.	Sept '20 – Aug '21.

WSA Recruitment Strategies



Estimated number of candidates recruited for training by these means = 8,000

Bexar and COSA Program Challenges



Solutions To Challenges

Timing (Short Window)

- Begin Mass Outreach In July (cast a wide net)
- Utilize current call center staff to triage the calls that come in

Programs aren't Identical

- We will designate staff to solely focus on either County or COSA
- Develop SMEs for each individual program and treat them separate

Volume of People

- We are ramping up staffing to support a staff to client ratio of 1:150
- Utilize our referral partners to ensure referrals happen quickly

Tracking Tools

- We plan to implement Salesforce to track and record client activity.
- We will also utilize referral network tools that are being built.

Overlap in Funding

- We are notifying all of our education partners that we will utilize the funding we receive from this grant to pay for our referrals.

Unknown Variables

- We are casting a wide net to see who is interested in these programs
- We will utilize grant management experience and partner relationships to navigate the trouble spots.

Why this makes sense for WSA?

WSA has the largest scope and ability to scale

- We have access to the residents who have been impacted.
- Staff expertise and infrastructure in place to mobilize and respond to the crisis.

Success with current programs

- We have a contractor who is performing well in all areas.
- WSA has operated in this space for several years and has the experience to implement. This is our core competency.

Opportunity for future funding and partnerships

- WSA has not been a recipient of delegate agency funding and this could open the door for additional opportunities.
- We are expecting a loss of funding from TWC for FY 2021 that could have an impact on our operational budget.

Right thing to do to support our community

- The community needs us more than ever.
- We are here to respond to these needs and be active in the recovery efforts.



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Questions?

Contact Info:

Mark Milton
COO

mmilton@wsalamo.org

210-272-3250 Office

STATE OF TEXAS

COUNTY OF BEXAR

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**GRANT AGREEMENT BETWEEN
THE COUNTY OF BEXAR AND
ALAMO WORKFORCE
DEVELOPMENT, INC. D/B/A
WORKFORCE SOLUTIONS ALAMO**

THIS GRANT AGREEMENT ("**Agreement**") is entered into as of the date of the last signature set forth on the signature page below ("**Effective Date**") between the County of Bexar, a political subdivision of the State of Texas ("**COUNTY**"), duly acting herein by and through the Bexar County Commissioners Court ("**Commissioners Court**") for and on behalf of COUNTY and Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo ("**WSA**") ("**SERVICE PROVIDER**"), a nonprofit corporation of the State of Texas. The COUNTY and the SERVICE PROVIDER may be collectively referenced herein as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("**CARES Act**") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) ("**CARES Act Grant**");

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act;

WHEREAS, the SERVICE PROVIDER is a private, non-profit organization that was created to process, manage, and provide oversight for workforce development programs in the 13-county Alamo region of the State of Texas including Bexar County;

WHEREAS, the SERVICE PROVIDER has proposed to provide employment and training services as listed in Exhibit "A"

WHEREAS, the COUNTY has received CARES Act funds and determined that making a grant to SERVICE PROVIDER in the amount up to **SIX MILLION ONE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS (\$6,107,000.00)** in accordance with this Grant ("**Agreement**") will further the objectives of the COUNTY and benefit the COUNTY and its residents with this emergency relief to help individuals affected by the COVID-19 pandemic by helping displaced workers identify available training and educational programs and employment opportunities to better able these individuals to succeed in finding employment;

WHEREAS, up to an addition **SEVEN MILLION EIGHT HUNDRED AND TWO THOUSAND SIXTY ONE DOLLARS AND NO CENTS (\$7,802,061.00)** of general fund dollars is provided pursuant to the authority granted under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1), (3) and (4) of

the Texas Local Government Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development, for stimulating, encouraging and developing business location and commercial activity in the County caused by the COVID-19 pandemic , retaining and expanding job opportunities and building a tax base, and a county commissioners court may grant public money towards such a program (General Funds Grant”);

WHEREAS, pursuant to Section 381.004(c)(1) of the Texas Local Government Code, the COUNTY may contract with another entity, including a municipality, non-profit organization, or any other person, to administer a program for local economic development; and

WHEREAS, COUNTY, through approval and execution of this Agreement, hereby establishes a community and economic development program pursuant to Section 381.004(b) and (h) of the Texas Local Government Code through a grant of public money to the SERVICE PROVIDER in order to stimulate business and commercial activity for state and local economic development through a grant of public money; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **PURPOSE**

- 1.01 The purpose of this Agreement is to identify eligible COUNTY Residents whose employment status has been impacted as a result of the COVID-19 pandemic and connect them with a job opportunity, work experience opportunity, or training opportunity (“**Purpose**”). The provision of the economic benefits contemplated by this Agreement are a response to the public health emergency and will be a significant contribution to provide emergency help for displaced employees affected by the pandemic.

ARTICLE II **TERM**

- 2.01 The term shall be effective upon approval by Commissioners Court and terminate on December 31, 2021 (“**Term**”), unless otherwise terminated on an earlier date in accordance with the terms of this Agreement.

ARTICLE III **CARES ACT ECONOMIC DEVELOPMENT GRANTS**

- 3.01 Subject to the SERVICE PROVIDER’s continued fulfillment of all the terms, conditions, representations and warranties contained in this Agreement during the Term, the COUNTY will provide the SERVICE PROVIDER a **CARES Act Grant** in the amount of up to **SIX MILLION ONE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS (\$6,107,000.00)** as outlined in the budget attached as Exhibit “E”.

- 3.02 The COUNTY shall disburse the CARES Act Grant funds in accordance with Exhibit “E” after all Parties have executed this Agreement. Monthly Invoices shall be paid in accordance with the Texas Prompt Payment Act.
- 3.03 SERVICE PROVIDER will submit to the COUNTY’S Economic & Community Development Department (“Department”) an itemized billing package and cumulative performance report for the preceding month, on a monthly basis, no later than the 10th business day after the close of each month, in the formats detailed in Exhibit “F”. Delinquent or unacceptable billing packages and/or performance reporting will excuse delay of payment by COUNTY. SERVICE PROVIDER will receive written notice of delinquent or unacceptable billing/performance reporting within 7 business days of receipt of the billing package. SERVICE PROVIDER will have 5 business days to resubmit corrected invoiced/reporting. Invoices that are not re-submitted within 5 business days will not be considered for reimbursement.
- 3.04 The CARES Act Grant provided to the SERVICE PROVIDER pursuant to this Agreement will be paid solely from lawfully available funds that have been appropriated by the COUNTY. Under no circumstances will the COUNTY’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, none of the COUNTY’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Further, the COUNTY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the SERVICE PROVIDER.
- 3.05 The CARES Act Grant funds provided by the COUNTY for administrative expenses shall be expended by the SERVICE PROVIDER only for those costs and expenses directly related to the SERVICE PROVIDER’s provision of the services described in Article IV. CARES Act Grant funds must never be used by the SERVICE PROVIDER for the payment of staff bonuses or performance payments, entertainment, gifts, or legal expenses.
- 3.06 Following is additional information concerning the funding for this Grant Agreement:
- a) Federal Award Date: March 27, 2020;
 - b) Name of Federal Awarding Agency: United States Department of the Treasury; and
 - c) CFDA Number: 21.019.
- 3.07 Subject to the SERVICE PROVIDER’s continued fulfillment of all the terms, conditions, representations and warranties contained in this Agreement during the Term, the COUNTY will provide the SERVICE PROVIDER a **General Funds Grant** in the amount of up to **SEVEN MILLION EIGHT HUNDRED AND TWO THOUSAND SIXTY ONE DOLLARS AND NO CENTS (\$7,802,061.00)** as outlined in the budget attached as Exhibit “E”. The COUNTY shall disburse the General Funds Grant in accordance with Exhibit “E” after all Parties have executed this Agreement. Monthly Invoices shall be paid in accordance with the Texas Prompt Payment Act and section 3.03 herein.

ARTICLE IV

SCOPE OF SERVICES

- 4.01 The SERVICE PROVIDER must utilize the CARES Act Grant received pursuant to this Agreement to execute the Bexar County Strong Workforce Program for Bexar County residents whose employment and income has been impacted as a result of the COVID-19 pandemic as described Exhibit “A”, Scope of Work attached hereto.
- 4.02 SERVICE PROVIDER will further develop and utilize the Program Design Process Flow Diagram attached as Exhibit “B”
- 4.03 SERVICE PROVIDER will share information safely and securely, and abide by data sharing agreement detailed in Exhibit “C” and have Resident complete an information release detailed in Exhibit “D” if information will be shared with a Case Administrator Agency.
- 4.03 SERVICE PROVIDER will work towards performance requirements detailed in Exhibit “F”.

ARTICLE V

REPORTING REQUIREMENTS

- 5.01 The SERVICE PROVIDER agrees to provide the COUNTY with Reports as described in Exhibit “F”.
- 5.02 In addition, at the option of and on request of the COUNTY, representatives of the SERVICE PROVIDER must provide a briefing to Commissioners Court during a scheduled public meeting to report on SERVICE PROVIDER’s efforts.

ARTICLE VI

FISCAL MANAGEMENT AND RECORDS RETENTION

- 6.01 The SERVICE PROVIDER will properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the CARES Act Grant funds provided hereunder, and will make such materials available to the COUNTY at its office and at a reasonable time if COUNTY deems necessary during the Term and/or Extended Term for purposes of inspection, examination, and making excerpts and/or copies of same by COUNTY or its authorized representatives.
- 6.02 The SERVICE PROVIDER must establish and use commercially reasonable internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent fraud or abuse.
- 6.03 An accounting system using at least generally accepted accounting practices for governmental entities that accurately reflects all costs and expenses related to the CARES Act Grant (paid and unpaid) and chargeable to this Agreement is mandatory.
- 6.04 The SERVICE PROVIDER acknowledges that the CARES Act Grant funds provided pursuant to this Agreement are public funds and must be expended and accounted for in

accordance with the laws of the State of Texas. Accordingly, the SERVICE PROVIDER agrees to keep a separate general ledger account for the CARES Act Grant funds and to clearly document, by way of receipts, invoices, contracts or other similar documentation, all expenditures of CARES Act Grant funds and to provide an accounting of those expenditures upon request of the COUNTY.

- 6.05 Upon termination of this Agreement, any CARES Act Grant funds that have not been utilized before the date of completion or termination must immediately be returned to COUNTY.
- 6.06 The SERVICE PROVIDER agrees to abide by and adhere to applicable federal or state provisions regarding financial accounting.
- 6.07 The SERVICE PROVIDER will retain all documents related to the CARES Act Grant funds provided hereunder for a period of three (3) years from the date of termination or expiration of the Term and/or Extended Term. If however, at the end of retention period there is litigation involving or concerning the above documentation, the SERVICE PROVIDER will retain the records until the resolution of such litigation.

ARTICLE VII

INDEMNIFICATION

- 7.01 **SERVICE PROVIDER AGREES TO REQUIRE ANY SUBCONTRACTOR THAT IS PROVIDING ANY OF THE SERVICES REQUIRED UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SERVICE PROVIDER, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST SERVICE PROVIDER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE SERVICE PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER**

TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY..

- 7.02** SERVICE PROVIDER shall make the indemnity requirement of this Article a requirement of any subcontracts where the subcontractor is providing any of the services required under this Agreement. In any such subcontract, in addition to COUNTY being an indemnitee, SERVICE PROVIDER shall also be named as an indemnitee.

ARTICLE VIII
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 8.01** SERVICE PROVIDER will comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.
- 8.02** If SERVICE PROVIDER or its subcontractors fail to comply with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, SERVICE PROVIDER may be barred from further contracts with COUNTY.

ARTICLE IX
REPRESENTATIONS OF THE SERVICE PROVIDER

- 9.01** The SERVICE PROVIDER represents that the execution and performance of this Agreement has been duly authorized by its governing authority and does not require the consent or approval of any other person or entity which has not been obtained. Additionally, the individual executing this Agreement on behalf of the SERVICE PROVIDER represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the SERVICE PROVIDER and to bind the SERVICE PROVIDER to all terms, performances and provisions herein contained. In the event that a dispute arises as to the legal authority of either the SERVICE PROVIDER, or the person signing on behalf of the SERVICE PROVIDER, to enter into this Agreement, COUNTY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.
- 9.02** The SERVICE PROVIDER represents that the CARES Act Grant funds provided under this agreement will be utilized only for the purposes described in Article I, Paragraph 1.01. The SERVICE PROVIDER agrees that any change in use of funds must have the prior approval of the Commissioners Court, such approval not to be unreasonably withheld or delayed.
- 9.03** The SERVICE PROVIDER represents that it will conduct its activities utilizing CARES Act Grant funds in accordance with all applicable federal and state laws.

ARTICLE X

DISPUTES

- 10.01 The Parties agree to cooperate with each other in good faith to resolve all disputes arising under this Agreement.

ARTICLE XI

DEFAULT, TERMINATION, AND REPAYMENT OF GRANT

- 11.01 During the Term, should COUNTY determine that the SERVICE PROVIDER has failed to comply with any term or condition of this Agreement, or if any representation or warranty made by the SERVICE PROVIDER to COUNTY in this Agreement is false or misleading in any material respect (each, a “**Default**”), then COUNTY may declare such Default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides the SERVICE PROVIDER with written notice of a Default(s) (“**Default Notice**”), and the Default(s) as identified in the Default Notice is not cured within ten (10) days from the date the Default Notice is sent (“**Cure Period**”), then this Agreement shall automatically terminate effective as of the date of the expiration of the Cure Period (“**Termination Date**”). COUNTY may, in its sole discretion, extend the Cure Period if the SERVICE PROVIDER commences the cure within the Cure Period and is diligently pursuing such cure. In the event of a termination of this Agreement pursuant to this Paragraph, the SERVICE PROVIDER agrees to repay any unspent CARES Act Grant.
- 11.02 The SERVICE PROVIDER agrees that any unspent amounts which become due and owing under this Article XI shall be paid to COUNTY within sixty (60) days after the Termination Date. It is not, and shall not be construed as, a waiver if COUNTY fails to declare immediately a Default, or delays in taking any action with respect to a Default, or fails to take any action with respect to a Default. Additionally, the remedies contained herein are non-exclusive, and COUNTY shall have any and all remedies it may be entitled to in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.
- 11.03 **TERMINATION BY NOTICE:** The Agreement may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than ten (10) days from the date such notice is sent. Upon termination and upon request, SERVICE PROVIDER shall deliver copies of all relevant files to the Department at no cost to COUNTY on the effective date of termination together with all funds which have not been disbursed by SERVICE PROVIDER pursuant to the terms of Section 11.05 of this Agreement.
- 11.04 **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, and the Agreement may not be continued by severance of the prohibited duties, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 11.05 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this

Agreement, SERVICE PROVIDER shall cease performing all Services performed by SERVICE PROVIDER pursuant to this Agreement. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the SERVICE PROVIDER to COUNTY. Any records or documents transfer shall be completed within fifteen (15) days of the termination date at SERVICE PROVIDER's sole cost and expense. Any transfer of funds shall be completed within ten (10) days of the termination date and delivered to the Department.

ARTICLE XII **ASSIGNMENT**

- 12.01 No legal or business entity other than the SERVICE PROVIDER shall be entitled to receive the benefit of the CARES Act Grant provided under this Agreement, including any entity resulting from a merger, reorganization, or any other form of business combination involving the SERVICE PROVIDER, without the prior written consent of COUNTY, acting by and through the Commissioners Court (such consent not to be unreasonably withheld or delayed). In addition, this Agreement shall not be assigned by the SERVICE PROVIDER to any other legal entity without the prior written consent of COUNTY (such consent not to be unreasonably withheld or delayed). Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of COUNTY, acting by and through the Commissioners Court, shall be void and this Agreement shall terminate triggering the repayment provisions of Article XI.
- 12.02 In the event of an assignment by the SERVICE PROVIDER to which COUNTY has consented in writing, the assignee, or the assignee's legal representative, shall agree in writing with COUNTY to assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement. The SERVICE PROVIDER agrees that such an assignment shall in no way relieve it from any obligation created under this Agreement.

ARTICLE XIII **NOTICES**

- 13.01 All notices provided to be given under this Agreement must be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: County Judge
 101 West Nueva, Suite 1019
 San Antonio, Texas 78205-3482
 Attn: 381 CARES Act Grant

with a copy to: Executive Director
Economic Development Department
101 West Nueva, Suite 944
San Antonio, Texas 78205-3450

and, Chief, Civil Section
Bexar County District Attorney's Office
101 West Nueva, Suite 727
San Antonio, Texas 78205-3406

If to SERVICE PROVIDER:

Workforce Solutions Alamo.
100 N. Santa Rosa, Suite 120
San Antonio, TX 78207

ARTICLE XIV **SEVERABILITY**

- 14.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable to effectuate the purpose of this Agreement.

ARTICLE XV **RELATIONSHIP OF PARTIES**

- 15.01 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, employer-employee, partners, joint ventures or any other similar such relationship between the Parties and the SERVICE PROVIDER has complete control of, and sole right to control, the performance of all work performed in connection with the business activities of the SERVICE PROVIDER.

ARTICLE XVI **APPLICABLE LAW**

- 16.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action in federal court) will be exclusively in Bexar County, Texas.

ARTICLE XVII
AMENDMENT OF DOCUMENTS

- 17.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

ARTICLE XVIII
PRIOR AGREEMENTS SUPERSEDED

- 18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties respecting the subject matter within.

ARTICLE XIX
LEGAL EXPENSES

- 19.01 Each Party must bear its own costs, including, but not limited to, attorneys' fees, for any action at law or in equity brought to enforce or interpret any provision of this Agreement.

ARTICLE XX
CERTIFICATION

- 20.01 The SERVICE PROVIDER, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term and/or Extended Term of this Agreement. If the SERVICE PROVIDER is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement shall terminate without necessity of the Cure Period, and the SERVICE PROVIDER shall repay the COUNTY all of the CARES Act Grant funds the SERVICE PROVIDER has received under this Agreement. The COUNTY shall provide written notice to the SERVICE PROVIDER of such a breach ("***Violation Notice***") and within one hundred twenty (120) days after the Violation Notice is sent, the SERVICE PROVIDER shall repay the COUNTY all of the CARES Act Grant funds the SERVICE PROVIDER has received under this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the expiration of the one hundred twenty (120) day period following the Violation Notice referenced above until paid. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, the SERVICE PROVIDER agrees to pay all costs and expenses, including attorney's fees, incurred by the COUNTY in enforcing this provision.

ARTICLE XXI
COUNTERPARTS; DELIVERY BY FACSIMILE OR ELECTRONIC MAIL

- 21.01 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered,

shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

ARTICLE XXII
REQUIRED CERTIFICATIONS

22.01 By execution of this Agreement, RECIPIENT the undersigned representative of and duly authorized agent for verifies and represents and warrants that:

a) In accordance with Texas Government Code § 2252, RECIPIENT is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code and does not enter into contracts, provide goods or services, or otherwise do business with any company identified on the list prepared under the provisions of Section 2252.153 of the Texas Government Code.

b) Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.

ARTICLE XXIII
COMMISSIONERS COURT AUTHORIZATION

23.01 This Agreement was approved by Order of the Commissioners Court dated _____, 2020 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The CARES Act Grant provided pursuant to this Agreement is expressly subject to the fulfillment by the SERVICE PROVIDER of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this _____ day of _____, 2020.

COUNTY OF BEXAR

WORKFORCE SOLUTIONS ALAMO

By: _____
Nelson W. Wolff
County Judge

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Gerard A. Calderon
Assistant Criminal District Attorney
Civil Division

APPROVED:

By: _____
Deborah Carter
Economic & Community Development
Director

APPROVED AS TO FINANCIAL CONTENT:

By: _____
Leo S. Caldera, CIA, CGAP
County Auditor

By: _____
David Smith
County Manager

EXHIBIT “A”

Workforce Solutions Alamo

Scope of Services

Workforce Solutions Alamo (“WSA”) will adhere to the following Program Eligibility requirements for program outreach and recruitment:

COVID-19 Impact

1. Only Bexar County Residents (“Residents”) are eligible for the Program by providing documentation that they have lost all or a substantial part of their income due to COVID-19, and/ or their employment opportunities are eliminated or significantly reduced by the COVID-19 pandemic, as determined by the Texas Workforce Commission criteria.
2. Residents who can demonstrate COVID impact but who are not registered or eligible for assistance through TWC may also be considered.
3. Residents who were unemployed prior to March 1, 2020 are not eligible.

Residency

4. Residents must demonstrate that they live in unincorporated Bexar County, or one of the twenty-six Suburban Cities, with the following three exceptions, who may reside anywhere in Bexar County:
 - i) COVID-affected Bexar County residents who pursue training in the Bexar County Sheriff’s Academy.
 - ii) Formerly incarcerated or Justice-Involved Individuals attempting to reenter the workplace who register in Work in Texas and are COVID impacted.
 - iii) Foster Youth who are aging out of the system through the Preparation for Adult Living (PAL) program and/or Children’s Court and attempting to enter the workplace.
 - iv) Veterans with Honorable discharges who are COVID impacted (must be able to provide a DD-214).
 - v) Bexar County Suburban Cities and TRAM, CEAP information is found in Exhibit “G”
 - vi) The <https://maps.bexar.org/tram> website can be utilized for residency checks

Eligible Resident Outreach

Based on the Program Eligibility requirements, WSA will:

- 1) Utilize their database of unemployment claims and partner with Bexar County Economic & Community Development (“BCECD”) to develop an initial outreach list incorporating the following Bexar County programs:
 - a. Re-entry

- b. Adult probation
 - c. Juvenile probation
 - d. Pre-trial diversion
 - e. Temporary Rental Assistance Measure (TRAM)
 - f. Comprehensive Energy Assistance Program (CEAP)
 - g. Children's Court and Child Protective Services PAL program
- 2) Develop strong bilingual (English, Spanish) marketing and outreach strategies to engage with eligible residents and adapt strategies according to data as Program progresses
 - 3) Ensure bilingual (English, Spanish) marketing, outreach, and intake strategies are inclusive of residents with digital divide challenges

Industry-Driven COVID Workplace Impact and Insights

Use industry insights provided by SA Talent, Inc. ("SA Works") and other in-demand information on the job market and training opportunities (e.g. Work in Texas) in order to align the Program to COVID-resilient career pathways to the greatest extent possible

SA Works

- 1) Collaborate with SA Works to ensure Program is industry-driven and guided by insights from local industry subject matter experts
- 2) Utilize employer materials and information provided by SA Works designed to build Resident awareness and confidence in the various career pathways and employer opportunities.
- 3) Utilize SA Works Employer Council (EC) feedback on training programs relevant to industry (list of initial training programs provided to SA Works for vetting found in Exhibit B)
- 4) Provide SA Works with data on training outcomes and other relevant job seeker insights about going back to work to inform employer communications in building awareness, confidence and interest in careers/jobs employers have to offer.
- 5) SA Works to provide Bexar County with weekly updates that will be shared with WSA and CAAs

Texas Workforce Commission (Work in Texas)

Resident must abide by the latest guidance and requirements from the Texas Workforce Commission on Work in Texas registration and job search requirements.

Resident Intake, Onboarding, Assessment and Engagement

WSA acknowledges that the eligible population resides in widely diverse areas throughout Bexar County, including highly urbanized areas (e.g. Leon Valley), urban enclaves (e.g. Balcones Heights), rural suburbs (e.g. Elmendorf) and large unincorporated rural areas. Intake, onboarding and engagement activities must take these diverse areas into account when developing outreach, intake, onboarding (such as supportive services planning) and engagement plans and activities.

WSA acknowledges the diverse background of the eligible Resident pool.

WSA is also responsible for ensuring a smooth and seamless transition of the Resident from WSA to Case Administrator support.

- 1) Act as the single point-of-entry for eligible residents to engage the Program through unified intake, assessment, and referral process for ease of resident access and provide a call-in number and link on website to direct traffic for this program
- 2) If the Resident has not yet filed for TWC assistance, WSA will assist them.
- 3) If the Resident can demonstrate COVID impact on income but is not registered or eligible for assistance through TWC, Resident might qualify for stipend assistance for the duration of training; Resident must provide an affidavit stating situation for consideration.
- 4) If Resident is eligible for stipend, stipend can only be paid while Resident is enrolled and attending a training on the Texas Workforce Commission's Eligible Training Provider List.
- 5) WSA will administer stipends for Goodwill Career Academy participants as well.
- 6) Include guidance of supportive services available through other Bexar County Strong assistance programs (listed in Exhibit G); note in Resident's profile if ineligible for other Bexar County Strong assistance programs so appropriate supportive service plan can be put together.
- 7) Develop supportive services assessments to include childcare, rental assistance, utility assistance, food needs, transportation, etc.
- 8) Incorporate appropriate drug screening and background checks for residents to inform counseling of pathways.
- 9) Consider and accommodate residents' unique geographic challenges regarding digital divide, transportation, locations of childcare and training.
- 10) Conduct formal skills and aptitude assessment (listed in Exhibit D), and document relevant job experience.
- 11) Ensure residents receive career counseling to select career pathway, with a focus on industry-recognized certifications, credentials, licenses or other learning opportunities that can be delivered during Program
- 12) Ensure emphasis on middle-skills pathways and COVID-19 resilient employment opportunities and career pathways.
- 13) If WSA is able to connect resident directly to a training program, WSA will enroll resident in an allowable training that is on the Texas Workforce Commission's Eligible Training Provider List (this list is updated regularly by Texas Workforce Commission and can be found at <https://www.twc.texas.gov/partners/eligible-training-providers> under the "Overview" section). Only trainings on this list can be paid for through the Program.
- 14) If WSA is unable to connect resident directly to a job, work experience, or training program, WSA will refer residents to Case Administrator Agency (Project Quest or Goodwill Industries of San Antonio) with a full profile of information gathered on Resident in a smooth and seamless way for the Resident.

- 15) WSA will have Resident sign an information release to share all relevant information with the Case Administrator Agency that WSA is referring Resident to in a secure way.
- 16) Within two weeks of agreement execution, WSA will enter into a Memorandum of Agreement to implement this Program with Case Administrator Agencies that Bexar County has entered into agreements with (Project Quest and Goodwill Industries of San Antonio); and also with the San Antonio Education Partnership's Upgrade Program to refer Residents with some college no degree to them for appropriate guidance and case management.

General Requirements

- 1) Collaborate with BCECD to ensure unified administration of Program
- 2) Participate in economic development recruitment and business retention and expansion opportunities to align Program with associated career opportunities
- 3) If WSA has any recommended changes to Program eligibility requirements, stipend eligibility requirements, or supportive service caps recommended in the agreement, WSA will submit a written request with corresponding data showing a change is needed. If WSA and SA Works have a recommended training program that needs to be considered for inclusion, WSA and SA Works will submit a written request with corresponding data showing a change is needed.
- 4) Ensure branding includes Bexar County Strong logo and Program logo in media and press conference references and on marketing materials
- 5) Coordinate media interviews and public speaking opportunities with Bexar County Public Information Officer

Reporting Requirements

Provide invoice and related documentation monthly and bi-weekly reports as referenced in Exhibit "F".

Performance Outcomes and Data Reporting

- 1) Provide updated intake information on:
 - a. Individual level demographics including educational attainment, relevant job experience, industry prior to COVID layoff, etc.
 - b. Which program individual came from (WSA Unemployment, Bexar County re-entry, etc?)
 - c. Assessment and support services outcomes including aptitude and interest
- 2) Performance Targets
 - a. Total outreached: 4,000 – 6,000 Residents
 - b. Total screened for eligibility: 4,000 – 5,000 Residents
 - c. Total identified as eligible: 3,500 – 4,500 Residents

- d. Total assessed: 3,000 – 4,500 Residents
 - e. Total Job Readiness and Case Management: 1,200 – 1,800 Residents
 - f. Total referred to training: 200 – 500 Residents
 - g. Total connected to Work Experience: 600 – 800 Residents
 - h. Total direct job placement: 800 – 2,000 Residents
 - i. Total referred to Case Administrator Agency: 200 – 600 Residents
- 3) Data on referral of individuals to Case Administrator agency
 - 4) Persistence of 75% individuals through training programs that WSA signs Resident up for

EXHIBIT “B”

DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into by and between Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo (“WSA”) and _____ (“Sharee”). WSA and Sharee are sometimes herein referred to as a “Party” and collectively as the “Parties”. Whereas, WSA has a mission focused on workforce development that brings people and jobs together and has need of data to support this mission;

Whereas, the Parties desire to collaborate with Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, educational organizations, and nonprofit organizations in sharing data relating to workforce development;

Now, therefore, the Parties hereto agree as follows:

1. **Shared Data.** “Shared Data” means data collected by either Party to provide integrated social, health, and educational data concerning employers, employees, and students to obtain a more complete understanding of the workforce service, needs, gaps and input for workforce services.
2. **Sharing.** The Parties agree to share on a nonexclusive, nontransferable basis, specified Shared Data in accordance with the terms of this Agreement.
3. **Ownership.** Each Party owns the Shared Data in its possession. Both Parties commit to only use the Shared Data, and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the Shared Data is transferred or licensed to the other.
4. **Confidentiality.** Both Parties acknowledge the Shared Data provided by the other may contain confidential information and is proprietary. Both Parties shall take appropriate measures to protect the confidentiality and security of the Shared Data. Both Parties shall not disclose, use, or distribute any Shared Data, except as expressly permitted in this Agreement.
 - 4.1 Either Party may disclose Shared Data: (a) As required by a court, administrative or regulatory body of competent jurisdiction, or by law, regulation or other applicable legal authority. (b) With the prior written consent of the other Party.
 - 4.2 Confidential Information that is a trade secret, commercial or financial information under any applicable law, obtained either in the conduct of this Agreement or as a result of activities related to this Agreement, shall not be disclosed.
5. **Term.** The data sharing contemplated by this Agreement will commence on the effective date of this Agreement. The expiration date of this Agreement shall be one (1) year from the Effective Date. The Agreement may be extended by mutual written agreement of the Parties.
6. **Termination.** Either Party may terminate this Agreement at any time on thirty (30) days written notice to the other or immediately upon a material breach for good cause. Upon notice of termination, the Parties shall have sixty (60) days to return, delete, or destroy, any hard copy or digital copies of Shared Data from all storage media to which they might have been copied, including but not limited to hard drives, CDs, or other similar digital storage devices.
7. **Notices.** Any notice required to be given or which shall be given under this Agreement shall be as follows:

WSA

Sharee

100 N. Santa Rosa #120
San Antonio, Texas 78207
Attn: CEO

Bexar County _____

Attn: _____

8. Consents & Disclosures. Both Parties warrant and represent:

- a. That they will take reasonable steps to ensure that Shared Data is the result of informed consent from program participants and/or their parents or guardians, having monitored its veracity, and having generally complied with all applicable laws and regulations (sample Release of Information is attached);
- b. That they will ensure that the Shared Data is transferred through encrypted or other secure method to ensure privacy and confidentiality and de-identified prior to transfer;
- c. That they will not use or disclose the Shared Data for any purpose other than those permitted under this Agreement, or as required by law;
- d. That they will not disclose the Shared Data to any third party other than those specified herein or as required by law;
- e. That they will use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the Shared Data other than as permitted by this Agreement or required by law;
- f. That they will use best efforts to insure that no Personally Identifiable Information is disclosed;
- g. That they will report to each other any use or disclosure of the Shared Data other than as permitted by this Agreement within 15 days of becoming aware of such use or disclosure;
- h. That they will ensure that any agent, including a subcontractor, to whom it provides the Shared Data agrees to the same restrictions and conditions that apply through this Agreement with respect to the Shared Data.

9. General Provisions.

- a. Each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.
- b. This Agreement is a non-financial understanding between both Parties. No financial obligation by or on behalf of either party is implied by a party's signature to this Agreement.
- c. Each Party agrees to apply with all applicable law and regulations that may apply to the collection and use of the Shared Data, including HIPPA and FERPA.
- c. For purposes of this Agreement, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work.
- d. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written consent of the other.
- e. The validity and interpretation of this Agreement are subject to interpretation under applicable law. Each Party agrees to be responsible for the activities, including the negligence, of their employees
- f. This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended

only by a written instrument signed by the Parties. This Agreement is non-assignable by either Party without consent.

g. The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 2020 (“Effective Date”).

ALAMO WORKFORCE DEVELOPMENT, INC.
d/b/a Workforce Solutions Alamo

SHAREE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C



***AUTHORIZATION FOR RELEASE OF INFORMATION
WORKFORCE SOLUTIONS ALAMO ("WSA")***

(Print name of client)

(Social Security Number)

I do hereby authorize any person(s), organization, or establishment having information or records concerning me, or my circumstances, to furnish such information to a representative of WSA. This authorization includes, but is not limited to, information on income data, social security, prior employers, family, credit, job assistance, financial reports, and any other information that may be needed for Workforce assistance (collectively the "Information").

I further authorize Workforce Solutions Alamo to share information with the organizations listed below to facilitate my participation in education, job search, or support services. The purpose of exchanging information is to evaluate opportunities for assistance, maximize community resources and reduce duplication of services.

These groups or individuals that may be asked to release, share, or be provided Information include, but are not limited to:

Public School System	Texas Department of Health & Human Services
Any social service agency	Department of Assistive and Rehabilitative Services
Texas Workforce Commission	Any contractors of WSA
Training Providers	Selective Services
Child Support Enforcement	Social Security Administration
Public/Private Education Institution	Counseling Agencies
Court System	Past, Present, and Potential Employers
Children's Services	Credit Agencies
Verification or Eligibility Agencies	Bexar County
Any other agency gathering information in conjunction with the Workforce Investment Act or Federal, State or local Programs	

I acknowledge and give consent to the use, release, and communication of Information.

I fully understand this Release and execute with full knowledge of its meaning.

This AUTHORIZATION FOR RELEASE OF INFORMATION is valid for **Three Years** from the date shown below.

(Customer's Signature)

(Date)

(Witness Signature) (Date)

EXHIBIT “D”
Forms and Process Flow

1. WSA Pre-Screen Form
2. WSA Intake Form
3. WSA Self Attestation Form
4. WSA Authorization to Work
5. WSA Assessments Form
6. Bexar County Strong Workforce Program Process Flow Diagram

WSA Pre-Screen Form

Resident Information				Date:	
First Name:		MI:	Last Name:		Suffix:
Email:				Phone:	

1. How did you hear about the Bexar CARES program?		
<input type="checkbox"/> Bexar CARES Helpline	<input type="checkbox"/> Social Media Platform	<input type="checkbox"/> Outside Agencies
Bexar CARES Partners:	Outreach Initiatives:	<input type="checkbox"/> Workforce Solutions Staff
<input type="checkbox"/> Project Quest	<input type="checkbox"/> Robocalls	
<input type="checkbox"/> Goodwill	<input type="checkbox"/> WOW Bus	
<input type="checkbox"/> Upgrade	<input type="checkbox"/> Marketing Announcement	

2. What is your residential address?						
Utilize Bexar County Precinct Finder map tool or TRAM map tool <i>(Note: If residents meet any one of the following exemptions below, they are automatically eligible.)</i>						
Address	City	State	Zip	Sub-City	Precinct Code	
Residence:						
Exemptions						
<input type="checkbox"/> Are you formerly incarcerated or the probation system?						
<input type="checkbox"/> Are you pursuing training in the Bexar County Sheriff's Academy?						
<input type="checkbox"/> Are you a Foster Youth who is aging out of the system through the Preparation for Adult Living program and/or Children's Court						
<input type="checkbox"/> Are you a Veteran with an Honorable Discharge?						

3. Were you impacted by COVID-19, if so, how?	
<input type="checkbox"/> Resident is unemployed or substantial part of their income lost due to COVID-19	
<input type="checkbox"/> Residents employment opportunities are eliminated or significantly reduced by COVID-19	
<input type="checkbox"/> Residents who were unemployed on or after March 1, 2020	

4. What are you interested in pursuing?	
<input type="checkbox"/> Training	<input type="checkbox"/> Assistance with Employment
<input type="checkbox"/> Other:	

5. What support services are needed?		
<input type="checkbox"/> Childcare Assistance	<input type="checkbox"/> Utility Assistance	<input type="checkbox"/> Clothing Assistance
<input type="checkbox"/> Rental Assistance	<input type="checkbox"/> Food Assistance	<input type="checkbox"/> Menta/Health Assistance
<input type="checkbox"/> Transportation	<input type="checkbox"/> Communications Assistance	<input type="checkbox"/> Other

Basic Pre-Screening Completed	
<input type="checkbox"/> WIT Profile Completed	WIT JS ID:
<input type="checkbox"/> Hand off to assigned Career Counselor	CC Name:

Referrals		
Bexar Cares Partners: <input type="checkbox"/> Project Quest <input type="checkbox"/> Goodwill <input type="checkbox"/> Upgrade	Local Resource Programs: <input type="checkbox"/> COSA-Community Recovery & Resiliency Program <input type="checkbox"/> CEAP-Comprehensive Energy Assistance Program <input type="checkbox"/> Bexar County Temporary Assistance Program	<input type="checkbox"/> Workforce Solutions Services <input type="checkbox"/> Other:

Office Use Only
Staff Name:
Comments:

WSA Intake Form

Identification						
Date:					WIT ID:	
First Name:		MI:		Last Name:		Suffix:
Birth Date:		Age:		Phone:		
Email:						
Address		City	State	Zip	Sub-City	Precinct Code
Residence:						

Education			
Last Grade Completed (Grades 1-12):		HS Diploma/Equivalency: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest Post-Secondary Education Level Completed:		Major:	
Other Certifications:		Licenses:	Skills:

Demographics		
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Chose not to disclose <u>Ethnicity</u> Hispanic/Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Race</u> <input type="checkbox"/> White <input type="checkbox"/> Black or African <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Hawaiian Native or Pacific Islander <input type="checkbox"/> Chose not to disclose	Limited English: <input type="checkbox"/> Yes <input type="checkbox"/> No Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No Discharged Type: <input type="checkbox"/> Honorable <input type="checkbox"/> Dishonorable <input type="checkbox"/> Other Foster Youth: <input type="checkbox"/> Yes <input type="checkbox"/> No Bexar County Sheriff's Academy: <input type="checkbox"/> Yes <input type="checkbox"/> No Formerly incarcerated: <input type="checkbox"/> Yes <input type="checkbox"/> No Probation System: <input type="checkbox"/> Yes <input type="checkbox"/> No Are you receiving UI Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No	Public Assistance: Are you receiving Public Assistance? If so, which one(s)? <input type="checkbox"/> TANF <input type="checkbox"/> SNAP <input type="checkbox"/> SSDI <input type="checkbox"/> Public Housing

Last Employment	
Last Job Start Date:	
Last Job End Date:	
Company Name:	
Job Title/Duties	
Industry:	

Requirements		
<input type="checkbox"/> Resides in unincorporated Bexar County or one of the twenty-six Suburban Cities <ul style="list-style-type: none"> Texas Driver's License/Texas Identification Card or other documentation 		
<input type="checkbox"/> Resident is unemployed or substantial part of their income lost due to COVID-19 <ul style="list-style-type: none"> UI claimant documentation or Self Attestation 	OR	<input type="checkbox"/> Residents employment opportunities are eliminated or significantly reduced by COVID-19 <ul style="list-style-type: none"> Layoff Letter or Self-Attestation

Exemptions	
<input type="checkbox"/> Residents interested in pursuing training in the Bexar County Sheriff's Academy are automatically eligible <ul style="list-style-type: none"> Self-Attestation or other documentation 	
<input type="checkbox"/> Formerly incarcerated or Justice-Involved Individuals attempting to re-enter the workplace who register in Work in Texas <ul style="list-style-type: none"> Self-Attestation or other documentation 	
<input type="checkbox"/> Foster Youth who are aging out of the system through the Preparation for Adult Living (PAL) program and/or Children's Court <ul style="list-style-type: none"> Self-Attestation or other documentation 	
<input type="checkbox"/> Veterans with Honorable discharges <ul style="list-style-type: none"> DD-214 form 	

<input type="checkbox"/> Residents are authorized to work in the US *Residents who are unemployed prior to March 1, 2020 are Not Eligible

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I am aware that the information provided is true to the best of my knowledge and will be used to determine eligibility and that I am required to document the accuracy of the information. I am aware if I am a UI recipient and participating in this program my UI benefits might be impacted. I further authorize to share information to facilitate my participation in educational activities, job search services, or support services with additional partnering agencies. I understand all information provided to and obtained by this agency will be held in strict confidence. The purpose of exchanging information is to maximize access to community resources and reduce duplication of services. I hereby release and discharge this agency, as well as all employees, agencies, and individuals from all action, claims, demands, and liabilities.

Residents Signature	Date	Staff Signature	Date

RESIDENT'S ADDRESS

RESIDENT'S PHONE #

Office Use Only

I certify that the information recorded on this form was provided by the individuals whose signatures appear above.

Staff Signature

Print Name

Date

WSA Authorization to Work Form

For individuals to participate in the Bexar CARES Program, they must be authorized to work in the United States. Please verify the following form, choosing one item from **List A**, or one item from **List B** *and* one item from **List C**.

Last Name	First Name	MI	Maiden Name
Date of Birth (month/day/year)		Social Security Number	

All documents must be unexpired

LIST A	LIST B	LIST C
Documents That Establish Both Identity and Employment Eligibility	Documents That Establish Identity	Documents That Establish Employment Eligibility
OR AND		
<input type="checkbox"/> U.S. Passport or U.S. Passport Card <input type="checkbox"/> Permanent Resident Card or Alien Registration Receipt Card (Form I-551) <input type="checkbox"/> Foreign Passport, that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigration visa <input type="checkbox"/> Employment Authorization Document that contains a Photograph (Form I-766) <input type="checkbox"/> In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form <input type="checkbox"/> Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	<input type="checkbox"/> Driver's License or ID Card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address <input type="checkbox"/> ID Card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address <input type="checkbox"/> School ID Card with a photograph <input type="checkbox"/> Voter's Registration Card <input type="checkbox"/> U.S. Military Card or Draft Record <input type="checkbox"/> Military Dependent's ID Card <input type="checkbox"/> U.S. Coast Guard Merchant Mariner Card <input type="checkbox"/> Native American Tribal Document <input type="checkbox"/> Driver's License issued by a Canadian government authority For persons under age 18 who are unable to present a document listed above: <input type="checkbox"/> School record or report card <input type="checkbox"/> Clinic, doctor, or hospital record <input type="checkbox"/> Day care or nursery school record	<input type="checkbox"/> Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States <input type="checkbox"/> Certificate of Birth Abroad issued by the Department of State (Form FS-240) <input type="checkbox"/> Certification of Report of Birth issued by the Department of State (Form DS-1350) <input type="checkbox"/> Original or certified copy of a birth certificate issued by a State, county, municipal authority or territory of the United States bearing an official seal <input type="checkbox"/> Native American Tribal Document <input type="checkbox"/> U.S. Citizen ID Card (INS Form I-197) <input type="checkbox"/> Identification Card for use of Resident Citizen in the United States (Form I-179) <input type="checkbox"/> A letter of certification issued by the Department of Health and Human Services (human trafficking) <input type="checkbox"/> Employment authorization document issued by the Department of Homeland Security <input type="checkbox"/> Screenprint of UI screen <i>Current Claim Status</i> <input type="checkbox"/> UI award letter

		<input type="checkbox"/> Expedited Eligibility through TAA
--	--	--

Office Use Only	
Staff Name:	Date:
Comments:	

WSA Assessment Form

Identify Resident			
Date:	WIT JS ID:	Last 4 of SSN:	
First Name:	MI:	Last Name:	Suffix:

Resident Interests
Employment Goal:
Training Goal:

Academic Assessment	
<input type="checkbox"/> Wonderlic General Assessment Instructional Needs (GAIN)	<div style="border: 2px solid #0056b3; border-radius: 15px; background-color: #e6f2ff; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> Pending approval </div>
<input type="checkbox"/> Comprehensive Adult Student Assessment Systems (CASAS)	
Skills Development Assessment	
<input type="checkbox"/> Kuder	

Support Services Assessments Refer to Temporary Rental Assistance Measure (TRAM) **Bexar
<input type="checkbox"/> Child Care Assistance <input type="checkbox"/> Rental Assistance <input type="checkbox"/> Utility Assistance <input type="checkbox"/> Food insecurities Assistance <input type="checkbox"/> Transportation Assistance
<input type="checkbox"/> Other Agencies: _____ Refer Date: _____

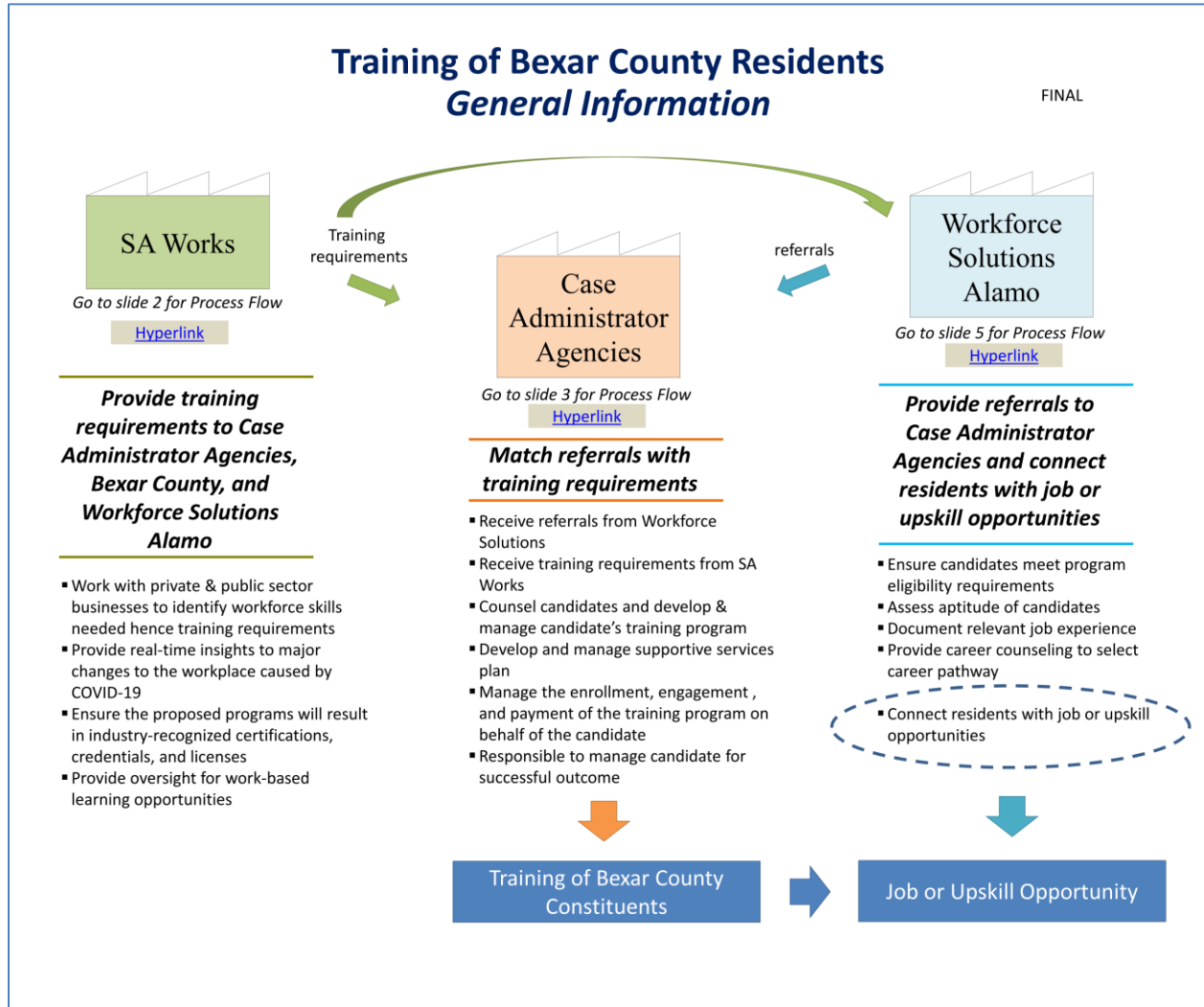
Counseling of Pathways for Training	
<input type="checkbox"/> Referred to HS Completion/Equivalency	Provider: _____ Program: ____
<input type="checkbox"/> Referred to Job Readiness/Skills Training	Provider: _____ Program: ____
<input type="checkbox"/> Referred to Occupational Training	Provider: _____ Program: ____
<input type="checkbox"/> Referred to Vocational Training	Provider: _____ Program: ____
<input type="checkbox"/> Referred to Professional Level Training	Provider: _____ Program: ____
<input type="checkbox"/> Referred to Workforce Services	Provider: _____ Program: ____
<input type="checkbox"/> Refer to Case Administrator Agency	<input type="checkbox"/> Project Quest <input type="checkbox"/> Goodwill <input type="checkbox"/> Upgrade Referred Date: _____

Counseling of Pathways for Work Experience
Industry:
Name of Company:
Job Title:
Counseling of Pathways Direct Placement
<input type="checkbox"/> Job Matches in WIT
Type of Industry:
Type of Occupation:
Refer to BSR:

Staff assessed and assisted resident to the appropriate resources available.

Office Use Only			
Staff Name:			
Comments:			
<input type="checkbox"/> Background	Date:	<input type="checkbox"/> Drug Test	Date:

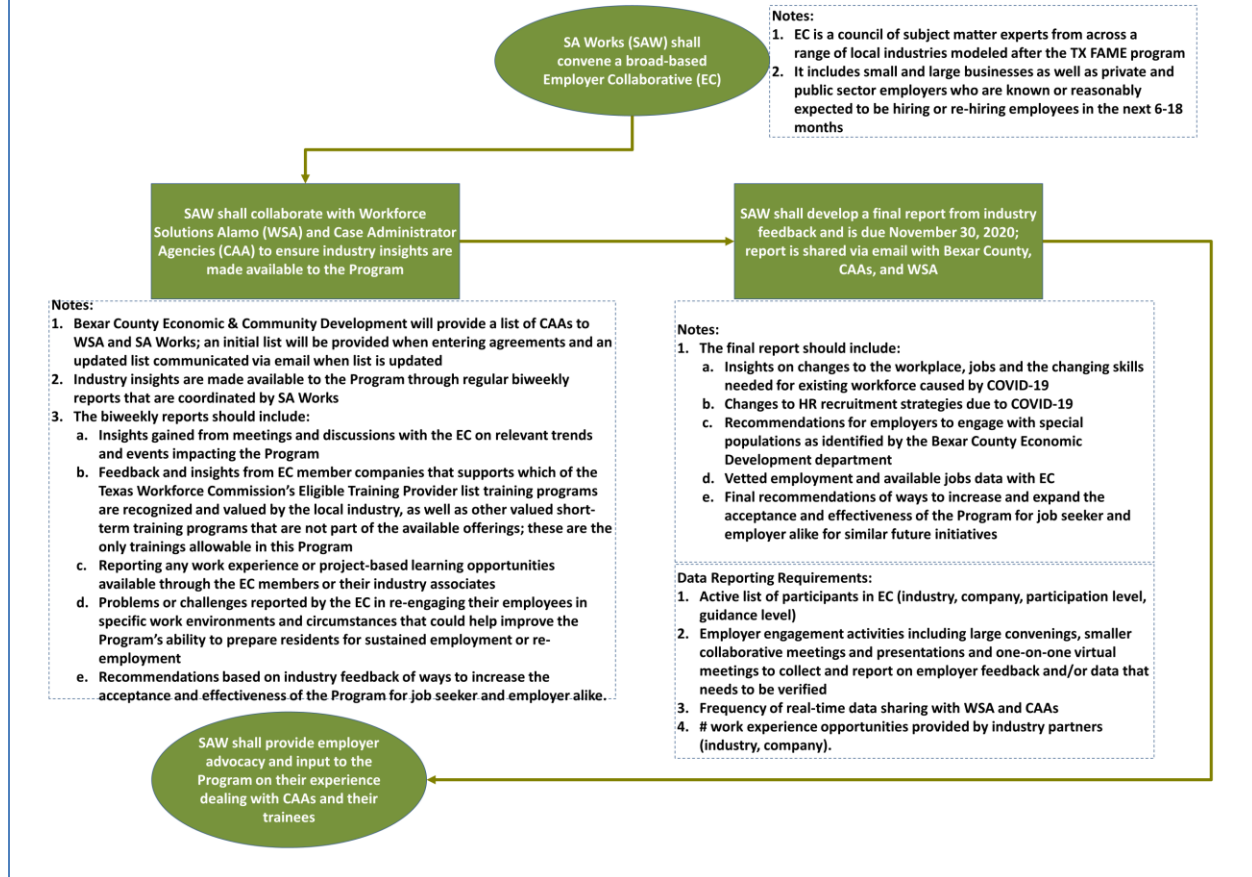
Bexar County Strong Workforce Program Process Flow Diagram



San Antonio Works Process Flow

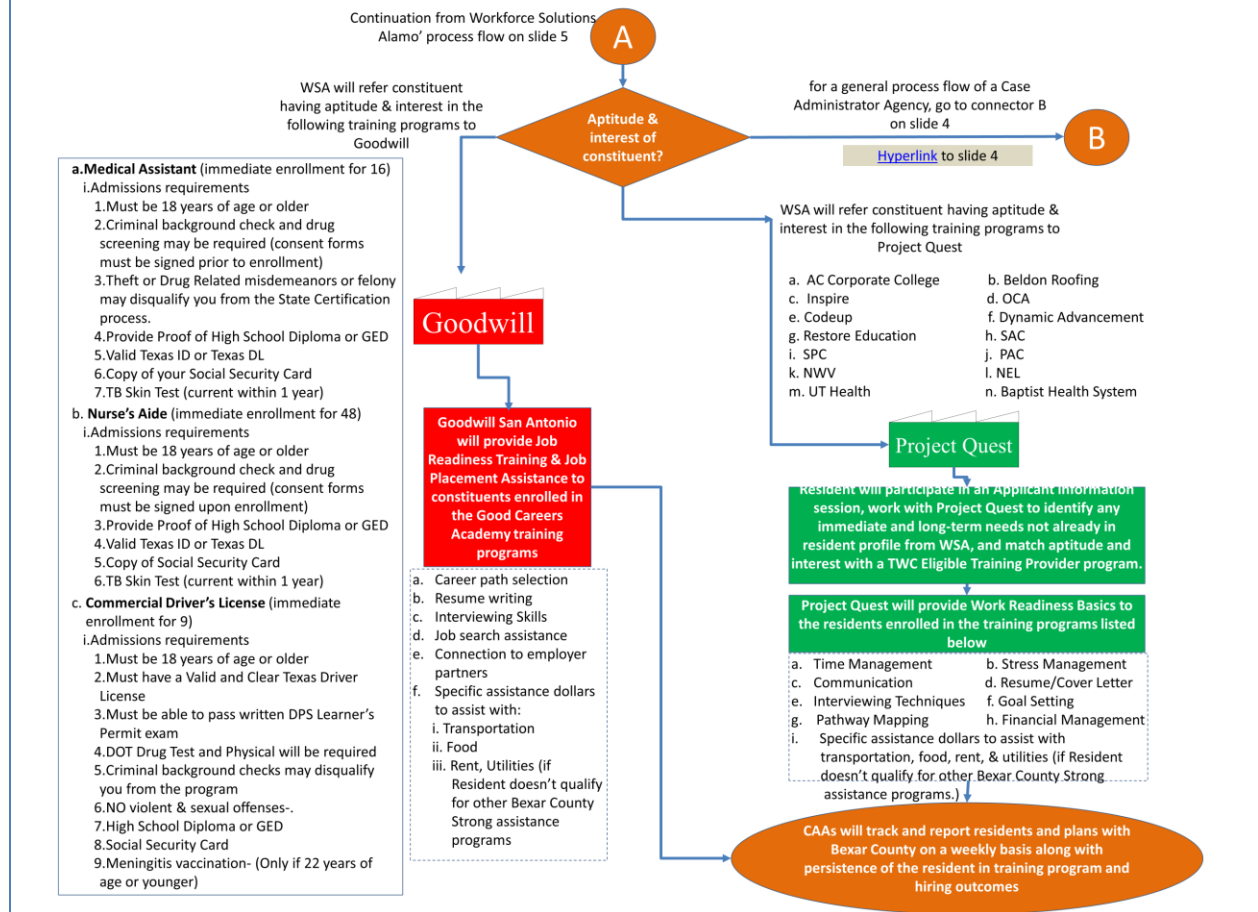
Development of Data/Information on Workforce

[Back to main slide](#)



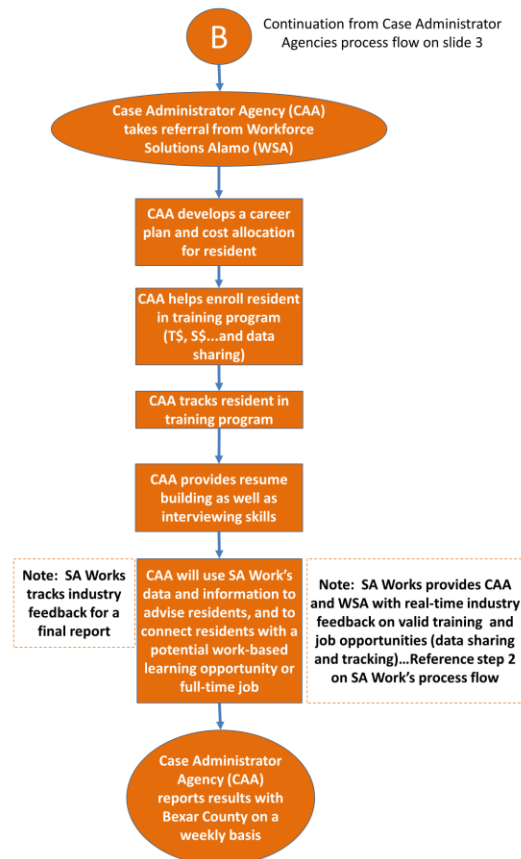
Case Administrator Agencies' Process Flow

[Back to main slide](#)



Case Administrator Agencies' General Process Flow

[Back to main slide](#)



Workforce Solutions Alamo Process Flow

[Back to
main slide](#)

Program Eligibility, COVID-19 Impact

1. Residents are eligible for the Program by providing documentation that they have lost all or a substantial part of their income due to COVID-19, and/or their employment opportunities are eliminated or significantly reduced by the COVID-19 pandemic, as determined by the Texas Workforce Commission criteria.
2. Residents who can demonstrate COVID impact but who are not registered or eligible for assistance through TWC may also be considered.
3. Residents who were unemployed prior to March 1, 2020 are not eligible.

Program Eligibility, Residency

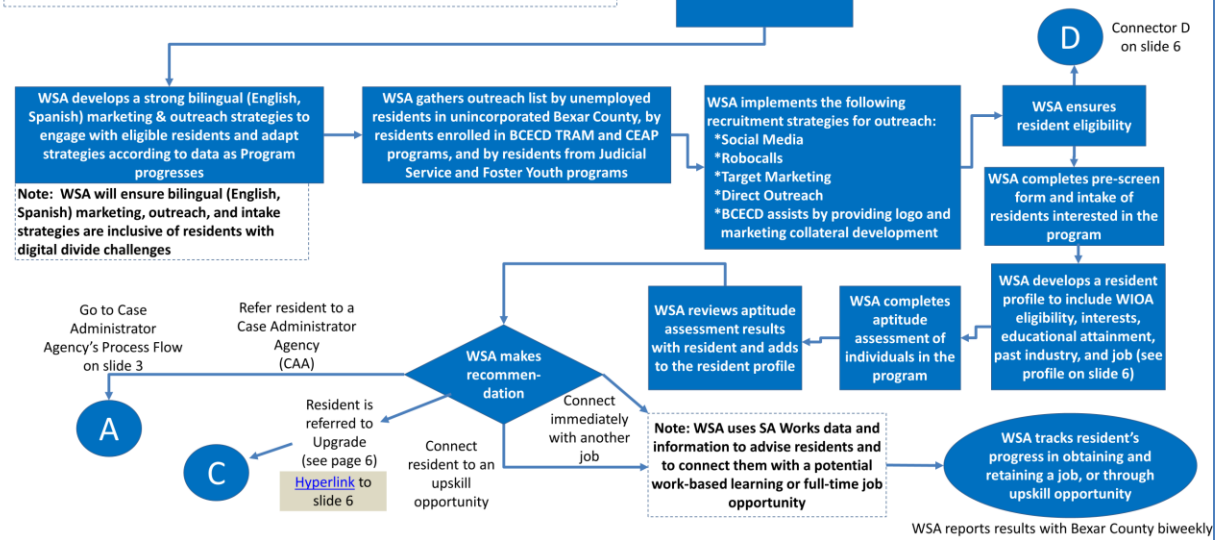
4. Residents must demonstrate that they live in unincorporated Bexar County, or one of the twenty-six suburban cities, with the following three exceptions...
 - a. COVID-affected Bexar County residents who pursue training in the Bexar County Sheriff's Academy
 - b. Formerly incarcerated or Justice-involved individuals attempting to re-enter the workplace who register in Work in Texas
 - c. Foster Youth who are aging out of the system through the Preparation for Adult Living (PAL) program and attempting to enter the workplace
 - d. Veterans who are COVID impacted.

Workforce Solutions Alamo (WSA) will develop an initial outreach list using their database of unemployment claims and based on the Program eligibility requirements

WSA will partner with Bexar County Economic & Community Development (BCECD) to develop the list incorporating the Bexar County programs noted to the right.

Bexar County Programs

- *Re-entry
- *Juvenile probation
- *Temporary Rental Assistance Measure (TRAM)
- *Comprehensive Energy Assistance Program (CEAP)
- *Children's Court and Child Protective Services PAL program
- *Adult Probation
- *Pre-trial diversion



Upgrade Process Flow and Resident Profile by WSA

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WSA will refer resident to Upgrade through a Memorandum of Agreement when resident answers "yes" to all questions below...

- *has some college credit hours but has not yet earned a degree
- *has access to their unofficial college/university transcript(s) so Advisors can determine best program match, current completion status and transferrable credit(s);
- *has interest in long-term case management services that will guide them to and through a degree.

C

Upgrade

-From slide 5-

Resident Profile Developed by WSA

- a. Basic contact information
- b. Unemployment Status
- c. Needs/assistance assessment
- d. Background check results
- e. Drug test results
- f. Educational background
- g. Employment background
- h. Assessment results
- i. Aptitude and interest in a training program that PQ has access to and works with
- j. Potential remediation that Resident may need prior to training program enrollment

Resident Eligibility for Stipend

D From slide 5

WSA will check Resident's eligibility to receive a stipend

The resident will only receive a stipend while he/she is enrolled and attending an eligible training program

WSA and PQ are the only ones who can administer stipends

If WSA refers an eligible stipend recipient to GW, WSA will administer the stipends for that CAA

EXHIBIT “E”
BUDGET DESCRIPTION

1. Program Funding Sources
2. Payment Terms
3. Program Budget Summary
4. Expense Justification Category

Program Funding Sources

REVENUE	
Federal Grants	-
Local Government Grants	-
Donations – Individual	-
Donations – Corporation	-
Foundations	-
In-Kind Revenue	-
Special Events	-
Other Income	-
Total	-
EXPENDITURES	
Salaries	-
Fringe Benefits	-
Training/Conferences	-
Travel/Mileage	-
Communication - Telephone/Cell Phone/ Internet	-
Printing/Copies	-
Postage	-
Facility Rental	-
Insurance - Certificate of Liability/ Building Insurance/ Auto Insurance	-
Supplies - Office / Administrative	-
Equipment Lease/Agreement	-
Utilities - Water/Gas/Electric	-
Maintenance/Repairs - Vehicles / Equipment Upkeep	-
Depreciation	-
Advertising	-
Public Relations	-
Professional Fees/Contract Labor	-
Program Materials/Supplies/Incentives	-
Direct Client Assistance	-
Total	-

PAYMENT TERMS

Bexar County will provide the first payment in advance upon agreement execution and receipt of invoice in the total amount of \$80,000 in CRF Funds. Subsequent payments will be made according to Section 3.03 of this agreement. All CRF related invoices must be submitted by December 17, 2020 to allow time for processing.

CARES ACT 2020 BUDGET SUMMARY

Amount Awarded: \$6,107,000

Budget Category	Bexar County Funding Request	%	Other Funding Sources	%	Total
Staffing	\$1,200,000				
Training	\$1,832,000				
Work Experience	\$2,000,000				
Assessments	\$85,000				
IT Equipment	\$100,000				
Support Services	\$80,000				
Facilities	\$60,000				
Administration Fee	\$750,000				
Total	\$6,107,000				

EXPENSE CATEGORY JUSTIFICATION

EXPENSE CATEGORY	BUDGET AMOUNT	EXPLANATION FOR ALL COSTS
Total	\$ XX,000.00	

Permitted Uses of CARES Act Funds:

CARES Act Funds can only be used for the following approved reimbursements relevant to the Program and outlined in this Agreement. CARES Act Fund invoices and reimbursements must be submitted by December 17, 2020.

Permitted Uses of CARES Act Funds:

- Administration costs to implement Program
- Operations costs for the Program
 - Please ensure ramp up in staff hiring is reflective of amount of clients served.
- Training programs on the Texas Workforce Commissioner Eligible Training Provider List only; training will be capped at \$7,500 per Resident. Written approval will need to be obtained from Bexar County for any training program cost in excess of this.
- Wraparound and supportive services (assistance must be considered non-disqualifying income for the Resident)
 - Utilities
 - Allowable only for Residents who don't qualify for existing Bexar County Strong utilities assistance programs
 - Must meet requirements as laid out by Workforce Solutions Alamo:
 - Current bill with customer name and address
 - If bill is not in customer name, an attestation regarding the relationship between the parties must be included
 - Must be actively participating in the Bexar County Strong Workforce Program
 - Total amount to Resident up to \$500 per month for a maximum of two months
 - Rental assistance
 - Allowable only for Residents who don't qualify for existing Bexar County Strong rental assistance programs
 - Must meet requirements as laid out by Workforce Solutions Alamo:
 - Current lease agreement must be obtained indicating the customer's name on the contract
 - If lease is not in customer's name, an attestation regarding the relationship between the parties must be included
 - Total amount to Resident up to \$1,000 per month for a maximum of two months
 - Telephone Assistance
 - Current bill with customer name and address
 - If bill is not in customer name, an attestation regarding the relationship between the parties must be included
 - Total amount to Resident up to \$200; this is a one-time assistance

- Work Related Expenses (clothing, uniforms, boots, tools, licenses, etc.)
 - Written verification from employer to verify related work expenses
 - Total amount to Resident for clothing/uniforms up to \$200; this is a one-time assistance
 - Total amount to Resident for tools, supplies, test fees up to \$500; this is a one-time assistance
- Transportation
 - Appropriate paperwork per Workforce Solutions Alamo and approved by Bexar County
 - Self-attestation to reflect the need for transportation assistance
 - Total amount to Resident will be up to \$60 a month, for a maximum of three months
 - Allowable only during work experience or if participating in a blended training (mix of virtual and in-person), or in-person training
- Bus Pass
 - Workforce Solutions Alamo will work with VIA Transit to see if Resident qualifies for any existing bus pass programs
 - Self-attestation to reflect the need for a bus pass
 - Maximum of one monthly pass for the Resident only for up to three months
 - Allowable only during work experience or if participating in a blended training (mix of virtual and in-person), or in-person training
- Minor Car Repairs
 - Requirements
 - Copy of valid Driver's License
 - Copy of valid car insurance with car listed on insurance
 - Proof of vehicle ownership (registration, car title, or lien title of proof of purchase)
 - If no proof of vehicle ownership listed above is available, Self-Attestation needs to be submitted to Bexar County for approval of this supportive service
 - Quote or estimate of repairs
 - If Resident meets all requirements, total amount to Resident up to \$500; this is a one-time assistance (includes mechanical work and tire replacement; excludes bodywork or interior components)
- Transportation-related expenses
 - Car insurance
 - Initial purchase, payment, or renewal of current car insurance policy and valid driver's license
 - Driver's license/ Identification card

- For purchase or renewal of driver's license, outstanding tickets will not be paid
- Inspection/ Registration fees
 - Purchase or renewal of inspection and/or registration fees; proof of current car insurance and valid driver's license required
- If Resident meets all requirements, total amount to Resident up to \$100; this is a one-time assistance

General Fund 2020 BUDGET SUMMARY

Amount Awarded: \$7,802,061

Budget Category	Bexar County Funding Request	%	Other Funding Sources	%	Total
Staffing	\$600,000				
Training	\$458,000				
Work Experience	\$3,144,307				
Support Services	\$30,000				
Stipends	\$3,194,754				
Admin Fee	\$375,000				
Total	\$7,802,061				

EXPENSE CATEGORY JUSTIFICATION

EXPENSE CATEGORY	BUDGET AMOUNT	EXPLANATION FOR ALL COSTS
Total	\$ XX,000.00	

Permitted Uses of General Funds:

General Funds can only be used for the following approved reimbursements relevant to the Program and outlined in this Agreement:

Stipends

- Stipends for Residents that WSA confirms are eligible to receive stipends (Resident cannot be receiving UI benefits or other related benefits)
- WSA commits to providing guidance related to how a Resident's participation in Program might affect UI benefits and what will need to be reported by Resident
- Residents are able to receive stipends weekly while they are enrolled and attending training programs on the Texas Workforce Commissioner Eligible Training Provider List only
- WSA will also assist Goodwill Industries of San Antonio to administer stipends for eligible individuals
- Weekly stipend amount is \$15/hour up to 30 hours for no more than \$450/week

Other

Beginning January 1, 2021, General Funds can be used to pay for the following until Funds expire:

- Training programs on the Texas Workforce Commissioner Eligible Training Provider List only; training will be capped at \$7,500 per Resident. Written approval will need to be obtained from Bexar County for any training program cost in excess of this.
- Administration costs to implement Program
- Operations costs for the Program
 - Please ensure staff hiring is reflective of amount of clients served.
- Training programs on the Texas Workforce Commissioner Eligible Training Provider List only; training will be capped at \$7,500 per Resident. Written approval will need to be obtained from Bexar County for any training program cost in excess of this.
- Wraparound and supportive services (assistance must be considered non-disqualifying income for the Resident)
 - Utilities
 - Allowable only for Residents who don't qualify for existing Bexar County Strong utilities assistance programs
 - Must meet requirements as laid out by Workforce Solutions Alamo:
 - Current bill with customer name and address
 - If bill is not in customer name, an attestation regarding the relationship between the parties must be included
 - Must be actively participating in the Bexar County Strong Workforce Program

- Total amount to Resident up to \$500 a month for a maximum of two months
- Rental assistance
 - Allowable only for Residents who don't qualify for existing Bexar County Strong rental assistance programs
 - Must meet requirements as laid out by Workforce Solutions Alamo:
 - Current lease agreement must be obtained indicating the customer's name on the contract
 - If lease is not in customer's name, an attestation regarding the relationship between the parties must be included
 - Total amount to Resident up to \$1,000 a month up to two months
- Telephone Assistance
 - Current bill with customer name and address
 - If bill is not in customer name, an attestation regarding the relationship between the parties must be included
 - Total amount to Resident up to \$200; this is a one-time assistance
- Work Related Expenses (clothing, uniforms, boots, tools, licenses, etc.)
 - Written verification from employer to verify related work expenses
 - Total amount to Resident for clothing/uniforms not to exceed \$200; this is a one-time assistance
 - Total amount to Resident for tools, supplies, test fees up to \$500; this is a one-time assistance
- Transportation
 - Appropriate paperwork per Workforce Solutions Alamo and approved by Bexar County
 - Self-attestation to reflect the need for transportation assistance
 - Total amount to Resident will be up to \$60 a month, up to three months
 - Allowable only during work experience or if participating in a blended training (mix of virtual and in-person), or in-person training
- Bus Pass
 - Workforce Solutions Alamo will work with VIA Transit to see if Resident qualifies for any existing bus pass programs
 - Self-attestation to reflect the need for a bus pass
 - Maximum of one monthly pass for the Resident only for up to three months
 - Allowable only during work experience or if participating in a blended training (mix of virtual and in-person), or in-person training
- Minor Car Repairs
 - Requirements
 - Copy of valid Driver's License
 - Copy of valid car insurance with car listed on insurance

- Proof of vehicle ownership (registration, car title, or lien title of proof of purchase)
 - If no proof of vehicle ownership listed above is available, Self-Attestation needs to be submitted to Bexar County for approval of this supportive service
 - Quote or estimate of repairs
- If Resident meets all requirements, total amount to Resident up to \$500; this is a one-time assistance (includes mechanical work and tire replacement; excludes bodywork or interior components)
- Transportation-related expenses
 - Car insurance
 - Initial purchase, payment, or renewal of current car insurance policy and valid driver's license
 - Driver's license/ Identification card
 - For purchase or renewal of driver's license, outstanding tickets will not be paid
 - Inspection/ Registration fees
 - Purchase or renewal of inspection and/or registration fees; proof of current car insurance and valid driver's license required
- If Resident meets all requirements, total amount to Resident up to \$100; this is a one-time assistance

EXHIBIT “F”

1. Invoice
2. Biweekly Performance Report
3. Project Staff Breakdown
4. Client Data Report

INVOICE

AGENCY NAME: Workforce Solutions Alamo Invoice No: _____

ADDRESS: _____

PERIOD COVERED: _____

PROGRAM: Bexar County Strong Workforce Program

Line-Item	Budget	TOTAL Cost to Date	Less Payment Received	\$ MONTHLY Amount Due
Total Budget:	\$XX,000.00			
Total Due				\$
(Less Advance)				
Total Due (Remaining Balance)				

Certified Correct: _____ County Approval: _____

Title: _____ Date: _____

Biweekly Performance Report
Period Covered: _____

	Goal													
Outreach through Marketing Strategies	6000													
Engagements through Marketing Strategies	0													
Screened for Eligibility	5000													
Eligible Residents	4500													
Assessed	4500													
Job Readiness and Case Management	1800													
Enrolled Training	500													
Completed Training	375													
Connected with Work Experience	800													
Connected to Job	2000													
Referred to Case Administrator Agency	600													

# Unduplicated Clients Served Per Precinct		# Duplicated Clients Served Per Precinct	
Precinct 1		Precinct 1	
Precinct 2		Precinct 2	
Precinct 3		Precinct 3	
Precinct 4		Precinct 4	

Project Staff Breakdown

Position Title	Current or Proposed Position	Total Salary	Fringe FICA and Social Security	Additional Benefits – please list	Total Compensation	% Time Spent on Proposed Program	Maximum Amount Requested	Actual Staff Funding Request
<i>Example: Case Manager</i>	<i>Current</i>	<i>\$40,000.00</i>	<i>\$3,060.00</i>		<i>\$43,060</i>	<i>15.00%</i>	<i>\$6,459.00</i>	<i>\$6,459.00</i>

Client Report

AGENCY NAME: Workforce Solutions Alamo Client ID: _____

PRECINCT NO: _____

PROGRAM: Bexar County Strong Workforce Program

Service Provided	Date	Service Cost	Justification	Amount Due
Total:	\$X,000.00			
Total Client Cost				\$

The undersigned hereby swear and affirm that the information provided in this form is true and correct.

Contractor Name: _____ Contractor Signature: _____

Date: _____

Workforce Solutions Alamo Certified Correct: _____

Title: _____ Date: _____

NOTE: If totals for services provided exceed caps set in Budget Description Exhibit “E”, you will need formal authority from Bexar County Economic & Community Development Executive Director.

Bexar County Approval:

Signature: _____

Date: _____

EXHIBIT “G”
Bexar County Program Information

1. Suburban Cities
2. TRAM and CEAP Program Information

Bexar County Suburban Cities

NOTE: City names marked with an asterisk have residents in one or more adjacent counties. Only the Bexar County residents of those municipalities are eligible for the program. (NOTE: reentry, formerly incarcerated, and foster youth residents are eligible for the program regardless of where in Bexar County they live, including in the City of San Antonio.)

1. Alamo Heights
2. Balcones Heights
3. Castle Hills
4. China Grove
5. Converse
6. Elmendorf
7. Fair Oaks Ranch*
8. Grey Forest
9. Helotes
10. Hill Country Village
11. Hollywood Park
12. Kirby
13. Leon Valley
14. Live Oak
15. Lytle*
16. Olmos Park
17. Sandy Oaks
18. Schertz*
19. Selma*
20. Shavano Park
21. Somerset
22. St. Hedwig
23. Terrell Hills
24. Universal City
25. Von Ormy
26. Windcrest

Bexar County Assistance Programs

Bexar County Rental Assistance, CPS Energy Utility Assistance (flyer provided in separate file)

The Bexar County Temporary Rental Assistance Measure (TRAM) provides up to 1-3 months of rental assistance to residents whose income has been negatively impacted by the COVID-19 pandemic. Utility Assistance is available to eligible applicants to help pay CPS Energy accounts as well.

Applicants must meet income guidelines and live in unincorporated Bexar County or a suburban city outside of San Antonio. Enrollment is open Monday – Friday, 8am – 5pm on a first come, first served basis.

Apply for rental assistance at www.habctx.org/TRAM. If you don't have access to internet, call 210-940-1180. Request an application for utility assistance by emailing clientservices@bexar.org, or call 210-335-3666.

Program Eligibility includes:

- Tenant must be 18 years of age or older
- Meet income guidelines earning 100% or below Area Median Income
- Tenant must provide proof of unemployment (furlough, layoff, or termination) or show a reduction in income due to COVID-19
- Tenant must provide a copy of Residential Lease Agreement
- Tenant must have a pay or vacate notice from the landlord
- Tenant must complete an online or phone application

STATE OF TEXAS

§
§
§

**FUNDING AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO AND
ALAMO WORKFORCE
DEVELOPMENT, INC. FOR
ACTIVITIES RELATED TO THE
WORKFORCE DEVELOPMENT
RECOVERY STRATEGY**

COUNTY OF BEXAR

§
§
§

This Funding Agreement (herein after referred to as “Agreement”) is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its Director of the Economic Development Department and Alamo Workforce Development, Inc. d.b.a. Workforce Solutions Alamo (herein after referred to as “Workforce Solutions Alamo” or “Contractor”), a nonprofit organization organized in the State of Texas, by and through its authorized representative, both of which may be referred to herein collectively as the “Parties”.

WHEREAS, on March 2, 2020, the Mayor of the City of San Antonio (“City”) issued a Declaration of Public Health Emergency Order due to the Coronavirus Disease 2019 (COVID-19), which has subsequently been amended; and

WHEREAS, on March 13, 2020, the Governor of Texas issued a State of Disaster for all Texas counties and the President of the United States declared a State of National Emergency for the United States of America in relation to COVID-19; and

WHEREAS, this public health crisis has affected and created economic hardships for all San Antonio residents; and

WHEREAS, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020, to protect the American people from the public health and economic impacts of COVID-19 by providing economic assistance to workers, families, and small businesses, and to help preserve jobs for American industries; and

WHEREAS, local governments across the country, including the City of San Antonio, have received relief funding under the CARES Act to assist their residents and businesses affected by the COVID-19 public health crisis; and

WHEREAS, the U.S. Treasury has issued guidelines on the allowable uses of Coronavirus Relief Funds to include that the Funds must be spent on allowable uses by December 30, 2020 or returned to the U.S. Treasury; and

WHEREAS, the City of San Antonio, in coordination with the Economic Transition Team, developed a COVID-19 Community Recovery and Resiliency Plan, approved by the City Council on June 04, 2020 through Ordinance No. 2020-06-04-0346, and has determined it necessary to use federal funds available under the CARES Act, as well as local and state funds, to mitigate the adverse effects to businesses and residents experiencing economic hardship from the pandemic, whether caused directly or indirectly by the state of emergency initiated on March 13, 2020 by the Governor of Texas, or public safety measures initiated by the City related thereto; and

WHEREAS, as part of the COVID-19 Community Recovery and Resiliency Plan, the City wishes to partner with Workforce Solutions Alamo for its Workforce Development Recovery Strategy (“Strategy”), which consists of providing workforce upskill opportunities through education, training, and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities, as businesses affected by COVID-19 begin to rehire; and

WHEREAS, The City and Workforce Solutions Alamo have committed to utilizing the City’s Equity Atlas layering and City’s Equity Scoring Matrix to ensure an equitable distribution of recovery resources to those who have the most need; and

WHEREAS, in order to begin implementation of the Strategy, it is necessary for the parties to enter into a Funding Agreement where City has agreed to commit no more than \$3,973,500.00 in funding to Contractor, of which \$2,700,000 is allocated from CARES Act funding, in accordance with the terms and conditions set out below; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which Contractor will implement its portion of the Workforce Development Recovery Strategy.

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which Contractor will implement its portion of the Workforce Development Recovery Strategy, which is a necessary expenditure of City incurred due to the COVID-19 public health emergency, incurred between March 1, 2020 and December 30, 2020, and was not accounted for in the budget most recently approved as of March 27, 2020, consistent with the CARES Act.

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

I. TERM

- 1.1 The term of this Agreement is from August 1, 2020 to December 30, 2020.

II. GENERAL RESPONSIBILITIES OF CONTRACTOR

- 2.1 By execution of this Agreement, Contractor hereby accepts full responsibility for the performance of all services and activities described in this Agreement and accepts administrative and fiscal responsibility for the use and documentation of expenditures of City funds, including compliance with applicable sections of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance) (“2 CFR 200”) (<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>). Contractor understands that the City, in granting these funds, must also comply with 2 CFR 200 requirements and the City depends on the Contractor’s cooperation in order to comply. As such, Contractor shall perform any obligations that are necessary to ensure that the City complies with 2 CFR 200.

- 2.2 Contractor is authorized and shall, pursuant to Director's request, publicly acknowledge that the City of San Antonio is supportive of the objectives as described in the Scope of Services and that the City of San Antonio has contributed to the cause of realizing such objectives.

III. FUNDING

- 3.1 City has committed and agrees to pay Contractor no more than THREE MILLION, NINE HUNDRED AND SEVENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$3,973,500.00) in connection with the Scope of Services attached hereto and incorporated herein as Exhibit A. Funding will be disbursed in equal monthly installments to Contractor on the 1st of each month through the duration of the Agreement, except for the initial payment that will be made upon execution of this Agreement. An example of the equal monthly installments is as follows:
- 3.1.1 SEVEN HUNDRED NINETY-FOUR THOUSAND, SEVEN HUNDRED DOLLARS AND NO CENTS (\$794,700.00), upon execution of this Agreement.
 - 3.1.2 SEVEN HUNDRED NINETY-FOUR THOUSAND, SEVEN HUNDRED DOLLARS AND NO CENTS (\$794,700.00) on September 1, 2020.
 - 3.1.3 SEVEN HUNDRED NINETY-FOUR THOUSAND, SEVEN HUNDRED DOLLARS AND NO CENTS (\$794,700.00) on October 1, 2020.
- 3.2 In no event shall City be liable for any expense of Contractor not eligible or allowable under this Agreement or not in accordance with the Scope of Services (Exhibit A). Any expenses applied against the funding that are found to have not been spent strictly in accordance with the terms of this Agreement will be required to be refunded to the City.
- 3.3 City shall not be obligated nor liable under this Agreement to any party, other than Contractor, for payment of any monies or provision of any goods or services.
- 3.4 Contractor understands that the funds provided pursuant to this Agreement may be either City funds or Federal funds provided under the CARES Act (Catalog of Federal Domestic Assistance (CFDA) number 21.019) and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City. This includes Contractor agreeing, that as a subrecipient of federal funds, that they shall provide the City detailed reports of administrative costs by line item, to include salary details and payroll logs, in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance).
- 3.5 The Parties acknowledge the City's commitment of funding to perform the scope of services under this Agreement, as described in Exhibit A. While it is expected that each outcome and aspirational goal outlined in Exhibit A is met upon program completion, the City will monitor attainment toward said outcomes and aspirational goals monthly.
- 3.5.1 Contractor shall meet the outcomes listed in Exhibit A, Section B.1. While it is expected that each outcome is met upon program completion, the City will monitor attainment toward outcomes monthly. Should CONTRACTOR not meet their monthly average (outcome / 14 months) for residents served for three (3) consecutive months, or fall behind more than 25% for number of residents served cumulatively throughout the program (e.g. each month about 7% of total residents should be served to meet total

programmatic outcomes in 14 months), CONTRACTOR will submit a Corrective Action Plan developed collaboratively between the CONTRACTOR and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their outputs and goals will be met by September 2021 that is subject to monitoring for attainment. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.

- 3.5.2 Contractor shall strive to meet the aspirational goals listed in Exhibit A, Section B.2. The aspirational goals should be achieved throughout the participant process, which include the intake, assessment, education and training, and the program completion (participant gains employment or completes training/education) phase. If the aspirational goals are not achieved for three (3) consecutive months, Contractor will submit documentation that a good faith effort was made to meet the goals, which include marketing and outreach efforts, subject to approval by the City Manager. Should the good faith effort documentation not be approved, Contractor will submit a Corrective Action Plan developed collaboratively between the CONTRACTOR and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their aspirational goals will be met by December 2020. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.

IV. SCOPE OF WORK

- 4.1 Contractor will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Work attached hereto and incorporated herein for all purposes as Exhibit A.
- 4.2 Contractor shall submit weekly updates/reports suitable for ad hoc reporting and analysis by the City on the progress of deliverables, as well as documents, including but not limited to, invoices and/or sales receipts evidencing services rendered, in compliance with 2 CFR Part 200, and shall use the tracking and data capturing document provided by the City for the purpose of submitting all Agreement related documents. The weekly reports shall be submitted to the City no later than Friday at 2:00pm CST of each week through the term of the Agreement. City shall have authority to inspect the Contractor's contribution to the Strategy throughout the Agreement term to ensure compliance with this Agreement and ensure proper usage of City Funds as prescribed by the Scope of Services. If Contractor has other agreements with the City of San Antonio in which services and outcomes may overlap, Contractor cannot double count participants served under both Agreements unless agreed upon by the City's Economic Development Director or designee (e.g. contract 1 has an output provide 100 residents with short-term training and contract 2 has an output to provide 500 residents. Ultimately, Contractor is responsible for serving 600 residents).
- 4.3 Contractor agrees to abide by the City's current Ethics Code or any amendment or revisions thereto. Contractor 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.

4.4 In performing the services required hereunder, Contractor shall ensure:

- 4.4.1 All sensitive data (particularly Sensitive PII as defined in Section 521 of the Texas Business And Commerce Code) captured in the performance of this agreement will be processed, stored, and transmitted in a secure manner and with appropriate technical and procedural controls. Upon the request of the City, VENDOR will provide evidence of those controls in a timely fashion including but not limited to company hiring, vetting, account provisioning and access control, security awareness training programs, encryption protocols, and cybersecurity policies and procedures.
- 4.4.2 Any organizations or agencies that Contractor works with to perform the services required hereunder also adhere to and implement the technical requirements set out in this Article.

V. FISCAL MANAGEMENT

- 5.1 Contractor shall establish and use generally accepted accounting principles and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.
- 5.2 Administrative overhead costs may not exceed five percent (5%) of the funding provided under this Agreement. CONTRACTOR shall provide City detailed administrative costs by line item with its annual program budget on a monthly basis.
- 5.3 Contractor costs or earnings claimed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 5.4 Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director (or designee) of the Economic Development Department.
- 5.5 Within ten (10) working days of City's written request therefor, Contractor shall refund to City any sum of money paid by City to Contractor later determined to:
 - 5.5.1 Have resulted in overpayment to Contractor, to include funds intended for stipends not paid out to program participants;
 - 5.5.2 Have not been spent by Contractor strictly in accordance with the terms of the Agreement; or
 - 5.5.3 Not be supported by adequate documentation to fully justify the expenditure.
- 5.6 Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Agreement if the City finds, in its sole discretion, that Contractor's financial condition may impact performance under this Agreement. Contractor represents and warrants that:

- 5.6.1 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.
 - 5.6.2 It is financially stable and capable of fulfilling its obligations under this Agreement and that Contractor shall provide City immediate written notice of any adverse material change in the financial condition of Contractor that may materially and adversely affect its obligations hereunder, including items that reflect detrimentally on credit worthiness of Contractor.
 - 5.6.3 No litigation or proceedings are presently pending or to Contractor's knowledge, threatened against Contractor, including liens and encumbrances on assets of Contractor.
 - 5.6.4 None of the provisions contained herein contravene or in any way conflict with the authority under which Contractor is doing business or with the provisions of any existing indenture or agreement of Contractor.
- 5.7 CONTRACTOR shall obtain a federal audit where applicable per federal law and submit the audit and Schedule of Expenditures of Federal Awards (SEFA) within 30 days of completion or 6 months of their fiscal year end, whichever is sooner.

VI. RECEIPT AND ACCOUNT OF FUNDS BY CONTRACTOR

- 6.1 Contractor 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. Contractor further agrees:
- 6.1.1 That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement, as well as in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and with all generally accepted accounting practices; and
 - 6.1.2 That Contractor's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.
- 6.2 Contractor agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement pursuant to Article IX. Records Retention, below.

VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, 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 or any other similar such relationship between the Parties hereto. 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 Contractor under this Agreement and that the Contractor has no authority to bind the City.

VIII. OWNERSHIP OF DOCUMENTS

- 8.1 Any and all writings, documents, reports or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document, report, or information shall be the subject of any copyright or proprietary claim by Contractor.
- 8.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents, reports, and information, City has the right to use all such writings, documents, reports, and information as City desires, without restriction.

IX. RECORDS RETENTION

- 9.1 Contractor 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”), including but not limited to invoices and/or sales receipts, in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to City of San Antonio monthly, in accordance with 4.2 above, and upon request and Contractor 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 will be retained by Contractor in an electronic format and Contractor will forward the records to City at the end of the four-year period, or earlier if requested by City.
- 9.2 Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return the documents to City at Contractor’s expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.

- 9.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

X. TERMINATION

- 10.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.
- 10.2 Termination Without Cause. This Agreement may be terminated by City upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article XI. Notices.
- 10.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XI. Notices, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 10.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XXVIII. Assignment
- 10.3.2 The unsatisfactory performance of Grantee as determined by Director(s).
- 10.4 Defaults With Opportunity for Cure. Should Grantee default in the performance of this Agreement in a manner stated in this Section 10.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Grantee shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article XI. Notices, to cure such default. If Grantee fails to cure the default within such fifteen 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 Grantee'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.
- 10.4.1 Bankruptcy or selling substantially all of company's assets.
- 10.4.2 Failing to perform or failing to comply with any covenant herein required.
- 10.4.3 Performing unsatisfactorily as determined by the Director.
- 10.5 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.
- 10.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested

by City, or shall otherwise be retained by Contractor in accordance with Section IX. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.

- 10.7 Upon the effective date of expiration or termination of this Agreement Platform Provider shall, within thirty (30) days, return all data to City as required by Section 7.6 above or, if return is not feasible, destroy and erase any and all data related to the Project within its possession or control, regardless of form. Within such thirty (30) day period, Contractor shall certify in writing to City that such return or destruction has been completed.
- 10.8 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 10.9 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 10.10 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

XI. NOTICES

- 11.1 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, 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:

Department of Economic Development
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to: Adrian Lopez, CEO
Workforce Solutions Alamo
100 N. Santa Rosa St. Suite 120

Notice of change of address or designated representative 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.

XII. NONDISCRIMINATION

- 12.1 Non-Discrimination. As a party to this contract, Contractor 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.

XIII. INSURANCE

- 13.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Risk Management Department, which shall be clearly labeled "COVID-19 Recovery and Resiliency Plan- Workforce Development Recovery Strategy" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's World Heritage Office. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 13.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 13.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<u>INSURANCE TYPE</u>	<u>LIMITS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the services	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement or a Blanket Crime Coverage	\$1,000,000 Per Claim on First Party Coverage \$1,000,000 Per Claim on Third Party Coverage

- 13.4 If applicable, Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- 13.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Economic Development Department
P.O. Box 839966

- 13.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 13.6.1 Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
 - 13.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - 13.6.3 Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - 13.6.4 Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 13.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
- 13.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 13.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 13.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 13.11 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

XIV. INDEMNIFICATION

- 14.1 **CONTRACTOR 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, 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 CONTRACTOR 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.

- 14.2 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
- 14.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR 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 CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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.
- 14.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XV. CONTRACTING

- 15.1 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by

transfer, by subcontracting or any other means, without the consent of the City. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

- 15.2 To the extent that any work or services is subcontracted under this Agreement, Contractor agrees to the following subcontracting requirements and values:

15.2.1 Any work or services subcontracted hereunder shall be subcontracted 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. Prior to the execution of an agreement with a subcontractor to perform specified services under this Agreement, CONTRACTOR shall submit the request, to include the name of the subcontractor, services to be provided, and number of residents serviced, to the City's Economic Development Department Director (or designee) for approval. Compliance by contractors with this Agreement shall be the responsibility of Contractor. Contractor is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

15.2.2 Contractor shall conduct its own risk assessment for the City's financial exposure under the terms of this Agreement and from that assessment determine whether criminal background checks should be required for personnel and/or contractors. Should Contractor determine that background checks are necessary to protect City's financial interest, Contractor shall provide documentation showing that all of Contractor's staff members and/or contractors have cleared a criminal background check within 30 days of execution of this Agreement.

XVI. CONFLICT OF INTEREST

- 16.1 Contractor 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. Contractor 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.

- 16.2 Contractor 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.

- 16.3 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:

16.3.1 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;

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

XVII. POLITICAL ACTIVITY

- 17.1 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.

XVIII. CHANGES AND AMENDMENTS

- 18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be effected by amendment, in writing, executed by both City and Contractor. City Manager, or his/her designee, shall have authority to execute amendments on behalf of the City without further action of City Council. Contractor shall have the authority to execute amendments under authority granted by formal action under his/her governing body.
- 18.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. SEVERABILITY OF PROVISIONS

- 19.1 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.

XX. LICENSES/CERTIFICATIONS

- 20.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXI. INCORPORATION OF ATTACHMENTS

- 21.1 Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A: SCOPE OF SERVICES

Attachment B: EQUITY MATRIX MAP (CENSUS TRACTS WITH SCORES 8, 9, 10)

XXII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 22.1 Contractor 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 the Plan.
- 22.2 Work performed under the Plan must conform to Americans with Disabilities Act requirements.
- 22.3 CONTRACTOR understands and agrees that pursuant to Texas Government Code, Chapter 2264, if, after receiving a public subsidy, the business is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.
- 22.4 Contractor will complete and submit City's Ethics Disclosure Form prior to Contractor's receipt of any City funds.
- 22.5 Contractor agrees that City may carry out monitoring and evaluation of activities to ensure Contractor's compliance with this Agreement.

XXIII. ASSIGNMENT

- 23.1 Neither party shall 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 the other party. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third party.

XXIV. NON-WAIVER OF PERFORMANCE

- 24.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of

this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVIII. Changes and Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXV. LAW APPLICABLE AND LEGAL FEES

- 25.1 **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.**
- 25.2 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.
- 25.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXVI. LEGAL AUTHORITY

- 26.1 Contractor represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.
- 26.2 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all terms, performances and provisions herein contained.

XXVII. PARTIES BOUND

- 27.1 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.

XXVIII. CAPTIONS

- 28.1 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.

XXIX. GENDER

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

XXX. ENTIRE AGREEMENT

- 30.1 This Agreement, together with its authorizing ordinance and its exhibits, 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, in accordance with Article XVIII. Changes and Amendments.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXECUTED and AGREED to in TRIPLICATE ORIGINALS as of the dates indicated below.

CITY OF SAN ANTONIO

CONTRACTOR

(Signature)

Printed Name: _____

Title: _____
City of San Antonio

Date _____

(Signature)

Printed Name: _____

Title: _____

Date _____

Approved as to Form:

Assistant City Attorney

STATE OF TEXAS

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§
§

**FUNDING AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO AND
ALAMO WORKFORCE
DEVELOPMENT, INC. FOR
ACTIVITIES RELATED TO THE
WORKFORCE DEVELOPMENT
RECOVERY STRATEGY**

COUNTY OF BEXAR

§
§
§

This Funding Agreement (herein after referred to as “Agreement”) is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas municipal corporation, acting by and through its Director of the Economic Development Department and Alamo Workforce Development, Inc. d.b.a. Workforce Solutions Alamo (herein after referred to as “Workforce Solutions Alamo” or “Contractor”), a nonprofit organization organized in the State of Texas, by and through its authorized representative, both of which may be referred to herein collectively as the “Parties”.

WHEREAS, on March 2, 2020, the Mayor of the City of San Antonio (“City”) issued a Declaration of Public Health Emergency Order due to the Coronavirus Disease 2019 (COVID-19), which has subsequently been amended; and

WHEREAS, on March 13, 2020, the Governor of Texas issued a State of Disaster for all Texas counties and the President of the United States declared a State of National Emergency for the United States of America in relation to COVID-19; and

WHEREAS, this public health crisis has affected and created economic hardships for all San Antonio residents; and

WHEREAS, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020, to protect the American people from the public health and economic impacts of COVID-19 by providing economic assistance to workers, families, and small businesses, and to help preserve jobs for American industries; and

WHEREAS, local governments across the country, including the City of San Antonio, have received relief funding under the CARES Act to assist their residents and businesses affected by the COVID-19 public health crisis; and

WHEREAS, the U.S. Treasury has issued guidelines on the allowable uses of Coronavirus Relief Funds to include that the Funds must be spent on allowable uses by December 30, 2020 or returned to the U.S. Treasury; and

WHEREAS, the City of San Antonio, in coordination with the Economic Transition Team, developed a COVID-19 Community Recovery and Resiliency Plan, approved by the City Council on June 04, 2020 through Ordinance No. 2020-06-04-0346, and has determined it necessary to use federal funds available under the CARES Act, as well as local and state funds, to mitigate the adverse effects to businesses and residents experiencing economic hardship from the pandemic, whether caused directly or indirectly by the state of emergency initiated on March 13, 2020 by the Governor of Texas, or public safety measures initiated by the City related thereto; and

WHEREAS, as part of the COVID-19 Community Recovery and Resiliency Plan, the City wishes to partner with Workforce Solutions Alamo for its Workforce Development Recovery Strategy (“Strategy”), which consists of providing workforce upskill opportunities through education, training, and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities, as businesses affected by COVID-19 begin to rehire; and

WHEREAS, The City and Workforce Solutions Alamo have committed to utilizing the City’s Equity Atlas layering and City’s Equity Scoring Matrix to ensure an equitable distribution of recovery resources to those who have the most need; and

WHEREAS, in order to begin implementation of the Strategy, it is necessary for the parties to enter into a Funding Agreement where City has agreed to commit no more than \$7,151,500.00 in funding to Contractor in accordance with the terms and conditions set out below; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which Contractor will implement its portion of the Workforce Development Recovery Strategy.

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

I. TERM

- 1.1 The term of this Agreement is from January 1, 2021 to September 30, 2021. The term of this agreement may begin prior to January 1, 2021 so long as it is approved by the City’s Economic Development Department Director or designee.

II. GENERAL RESPONSIBILITIES OF CONTRACTOR

- 2.1 By execution of this Agreement, Contractor hereby accepts full responsibility for the performance of all services and activities described in this Agreement and accepts administrative and fiscal responsibility for the use and documentation of expenditures of City funds, including compliance with applicable sections of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance) (“2 CFR 200”) (<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>). Contractor understands that the City, in granting these funds, must also comply with 2 CFR 200 requirements and the City depends on the Contractor’s cooperation in order to comply. As such, Contractor shall perform any obligations that are necessary to ensure that the City complies with 2 CFR 200.
- 2.2 Contractor is authorized and shall, pursuant to Director’s request, publicly acknowledge that the City of San Antonio is supportive of the objectives as described in the Scope of Services and that the City of San Antonio has contributed to the cause of realizing such objectives.

III. FUNDING

- 3.1 City has committed and agrees to pay Contractor no more than SEVEN MILLION, ONE HUNDRED FIFTY-ONE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$7,151,500.00) in connection with the Scope of Services attached hereto and incorporated herein as Exhibit A. Funding will be disbursed in equal monthly installments to Contractor on the 1st of each month through the duration of the Agreement, except for the initial payment that will be made upon execution of this Agreement. An example of the equal monthly installments is as follows:
- 3.1.1 SEVEN HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND ELEVEN CENTS (\$794,611.11), upon execution of this Agreement.
 - 3.1.2 SEVEN HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND ELEVEN CENTS (\$794,611.11) on February 1, 2020.
 - 3.1.3 SEVEN HUNDRED NINETY-FOUR THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND ELEVEN CENTS (\$794,611.11) on March 1, 2020.
- 3.2 In no event shall City be liable for any expense of Contractor not eligible or allowable under this Agreement or not in accordance with the Scope of Services (Exhibit A). Any expenses applied against the funding that are found to have not been spent strictly in accordance with the terms of this Agreement will be required to be refunded to the City.
- 3.3 City shall not be obligated nor liable under this Agreement to any party, other than Contractor, for payment of any monies or provision of any goods or services.
- 3.4 Contractor understands that the funds provided pursuant to this Agreement may be either City funds or Federal funds provided under the CARES Act (Catalog of Federal Domestic Assistance (CFDA) number 21.019) and will therefore comply with all rules, regulations, policies and procedures applicable to these funds as directed by City.
- 3.5 The Parties acknowledge the City's commitment of funding to perform the scope of services under this Agreement, as described in Exhibit A. While it is expected that each outcome and aspirational goal outlined in Exhibit A is met upon program completion, the City will monitor attainment toward said outcomes and aspirational goals monthly.
- 3.5.1 Contractor shall meet the outcomes listed in Exhibit A, Section B.1. While it is expected that each outcome is met upon program completion, the City will monitor attainment toward outcomes monthly. Should CONTRACTOR not meet their monthly average (outcome / 14 months) for residents served for three (3) consecutive months, or fall behind more than 25% for number of residents served cumulatively throughout the program (e.g. each month about 7% of total residents should be served to meet total programmatic outcomes in 14 months), CONTRACTOR will submit a Corrective Action Plan developed collaboratively between the CONTRACTOR and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their outputs and goals will be met by September 2021 that is subject to monitoring for attainment. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.

- 3.5.2 Contractor shall strive to meet the aspirational goals listed in Exhibit A, Section B.2. The aspirational goals should be achieved throughout the participant process, which include the intake, assessment, education and training, and the program completion (participant gains employment or completes training/education) phase. If the aspirational goals are not achieved for three (3) consecutive months, Contractor will submit documentation that a good faith effort was made to meet the goals, which include marketing and outreach efforts, subject to approval by the City Manager. Should the good faith effort documentation not be approved, Contractor will submit a Corrective Action Plan developed collaboratively between the CONTRACTOR and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their aspirational goals will be met by December 2020. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.

IV. SCOPE OF WORK

- 4.1 Contractor will provide, oversee, administer and carry out all activities and services in compliance with this Agreement, including the Scope of Work attached hereto and incorporated herein for all purposes as Exhibit A.
- 4.2 Contractor shall submit weekly updates/reports suitable for ad hoc reporting and analysis by the City on the progress of deliverables, as well as documents, including but not limited to, invoices and/or sales receipts evidencing services rendered, in compliance with 2 CFR Part 200, and shall use the tracking and data capturing document provided by the City for the purpose of submitting all Agreement related documents. The weekly reports shall be submitted to the City no later than Friday at 2:00pm CST of each week through the term of the Agreement. City shall have authority to inspect the Contractor's contribution to the Strategy throughout the Agreement term to ensure compliance with this Agreement and ensure proper usage of City Funds as prescribed by the Scope of Services. If Contractor has other agreements with the City of San Antonio in which services and outcomes may overlap, Contractor cannot double count participants served under both Agreements unless agreed upon by the City's Economic Development Director or designee (e.g. contract 1 has an output provide 100 residents with short-term training and contract 2 has an output to provide 500 residents. Ultimately, Contractor is responsible for serving 600 residents).
- 4.3 Contractor agrees to abide by the City's current Ethics Code or any amendment or revisions thereto. Contractor 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.
- 4.4 In performing the services required hereunder, Contractor shall ensure:
- 4.4.1 All sensitive data (particularly Sensitive PII as defined in Section 521 of the Texas Business And Commerce Code) captured in the performance of this agreement will be

processed, stored, and transmitted in a secure manner and with appropriate technical and procedural controls. Upon the request of the City, VENDOR will provide evidence of those controls in a timely fashion including but not limited to company hiring, vetting, account provisioning and access control, security awareness training programs, encryption protocols, and cybersecurity policies and procedures.

- 4.4.2 Any organizations or agencies that Contractor works with to perform the services required hereunder also adhere to and implement the technical requirements set out in this Article.

V. FISCAL MANAGEMENT

- 5.1 Contractor shall establish and use generally accepted accounting principles and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent frauds and program abuse.
- 5.2 Administrative overhead costs may not exceed five percent (5%) of the funding provided under this Agreement. CONTRACTOR shall provide City detailed administrative costs by line item with its annual program budget on a monthly basis.
- 5.3 Contractor costs or earnings claimed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 5.4 Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director (or designee) of the Economic Development Department.
- 5.5 Within ten (10) working days of City's written request therefor, Contractor shall refund to City any sum of money paid by City to Contractor later determined to:
- 5.5.1 Have resulted in overpayment to Contractor, to include funds intended for stipends not paid out to program participants;
 - 5.5.2 Have not been spent by Contractor strictly in accordance with the terms of the Agreement; or
 - 5.5.3 Not be supported by adequate documentation to fully justify the expenditure.
- 5.6 Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Agreement if the City finds, in its sole discretion, that Contractor's financial condition may impact performance under this Agreement. Contractor represents and warrants that:
- 5.6.1 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.
 - 5.6.2 It is financially stable and capable of fulfilling its obligations under this Agreement and that Contractor shall provide City immediate written notice of any adverse material change in the financial condition of Contractor that may materially and adversely affect

- its obligations hereunder, including items that reflect detrimentally on credit worthiness of Contractor.
- 5.6.3 No litigation or proceedings are presently pending or to Contractor's knowledge, threatened against Contractor, including liens and encumbrances on assets of Contractor.
- 5.6.4 None of the provisions contained herein contravene or in any way conflict with the authority under which Contractor is doing business or with the provisions of any existing indenture or agreement of Contractor.
- 5.7 CONTRACTOR shall obtain a federal audit where applicable per federal law and submit the audit and Schedule of Expenditures of Federal Awards (SEFA) within 30 days or completion or 6 months of their fiscal year end, whichever is sooner.

VI. RECEIPT AND ACCOUNT OF FUNDS BY GRANTEE

- 6.1 Contractor 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. Contractor further agrees:
- 6.1.1 That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement, as well as in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and with all generally accepted accounting practices; and
- 6.1.2 That Contractor's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.
- 6.2 Contractor agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this Agreement pursuant to Article IX. Records Retention, below.

VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, 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 or any other similar such relationship between the Parties hereto. 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 Contractor under this Agreement and that the Contractor has no authority to bind the City.

VIII. OWNERSHIP OF DOCUMENTS

- 8.1 Any and all writings, documents, reports or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document, report, or information shall be the subject of any copyright or proprietary claim by Contractor.
- 8.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents, reports, and information, City has the right to use all such writings, documents, reports, and information as City desires, without restriction.

IX. RECORDS RETENTION

- 9.1 Contractor 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”), including but not limited to invoices and/or sales receipts, in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to City of San Antonio monthly, in accordance with 4.2 above, and upon request and Contractor 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 will be retained by Contractor in an electronic format and Contractor will forward the records to City at the end of the four-year period, or earlier if requested by City.
- 9.2 Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return the documents to City at Contractor’s expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.
- 9.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

X. TERMINATION

- 10.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.
- 10.2 Termination Without Cause. This Agreement may be terminated by City upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article XI. Notices.
- 10.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XI. Notices, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 10.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XXVIII. Assignment
- 10.3.2 The unsatisfactory performance of Grantee as determined by Director(s).
- 10.4 Defaults With Opportunity for Cure. Should Grantee default in the performance of this Agreement in a manner stated in this Section 10.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Grantee shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article XI. Notices, to cure such default. If Grantee fails to cure the default within such fifteen 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 Grantee'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.
- 10.4.1 Bankruptcy or selling substantially all of company's assets.
- 10.4.2 Failing to perform or failing to comply with any covenant herein required.
- 10.4.3 Performing unsatisfactorily as determined by the Director.
- 10.5 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.
- 10.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Section IX. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of

compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.

- 10.7 Upon the effective date of expiration or termination of this Agreement Platform Provider shall, within thirty (30) days, return all data to City as required by Section 7.6 above or, if return is not feasible, destroy and erase any and all data related to the Project within its possession or control, regardless of form. Within such thirty (30) day period, Contractor shall certify in writing to City that such return or destruction has been completed.
- 10.8 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 10.9 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 10.10 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

XI. NOTICES

- 11.1 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, 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:

Department of Economic Development
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to: Adrian Lopez, CEO
Workforce Solutions Alamo
100 N. Santa Rosa St. Suite 120
San Antonio, TX. 78207

Notice of change of address or designated representative 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.

XII. NONDISCRIMINATION

- 12.1 Non-Discrimination. As a party to this contract, Contractor 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.

XIII. INSURANCE

- 13.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Risk Management Department, which shall be clearly labeled "COVID-19 Recovery and Resiliency Plan- Workforce Development Recovery Strategy" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's World Heritage Office. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 13.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 13.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<u>INSURANCE TYPE</u>	<u>LIMITS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the services	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement or a Blanket Crime Coverage	\$1,000,000 Per Claim on First Party Coverage \$1,000,000 Per Claim on Third Party Coverage

- 13.4 If applicable, Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- 13.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

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

- 13.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 13.6.1 Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
 - 13.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - 13.6.3 Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - 13.6.4 Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 13.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
- 13.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 13.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 13.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 13.11 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

XIV. INDEMNIFICATION

- 14.1 **CONTRACTOR 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, 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 CONTRACTOR 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.

- 14.2 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
- 14.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR 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 CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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.
- 14.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XV. CONTRACTING

- 15.1 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City. As a condition

of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

- 15.2 To the extent that any work or services is subcontracted under this Agreement, Contractor agrees to the following subcontracting requirements and values:

15.2.1 Any work or services subcontracted hereunder shall be subcontracted 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. Prior to the execution of an agreement with a subcontractor to perform specified services under this Agreement, CONTRACTOR shall submit the request, to include the name of the subcontractor, services to be provided, and number of residents serviced, to the City's Economic Development Department Director (or designee) for approval. Compliance by contractors with this Agreement shall be the responsibility of Contractor. Contractor is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

15.2.2 Contractor shall conduct its own risk assessment for the City's financial exposure under the terms of this Agreement and from that assessment determine whether criminal background checks should be required for personnel and/or contractors. Should Contractor determine that background checks are necessary to protect City's financial interest, Contractor shall provide documentation showing that all of Contractor's staff members and/or contractors have cleared a criminal background check within 30 days of execution of this Agreement.

XVI. CONFLICT OF INTEREST

- 16.1 Contractor 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. Contractor 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.

- 16.2 Contractor 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.

- 16.3 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:

16.3.1 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;

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

XVII. POLITICAL ACTIVITY

- 17.1 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.

XVIII. CHANGES AND AMENDMENTS

- 18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be effected by amendment, in writing, executed by both City and Contractor. City Manager, or his/her designee, shall have authority to execute amendments on behalf of the City without further action of City Council. Contractor shall have the authority to execute amendments under authority granted by formal action under his/her governing body.
- 18.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. SEVERABILITY OF PROVISIONS

- 19.1 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.

XX. LICENSES/CERTIFICATIONS

- 20.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXI. INCORPORATION OF ATTACHMENTS

- 21.1 Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A: SCOPE OF SERVICES

Attachment B: EQUITY MATRIX MAP (CENSUS TRACTS WITH SCORES 8, 9, 10)

XXII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 22.1 Contractor 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 the Plan.
- 22.2 Work performed under the Plan must conform to Americans with Disabilities Act requirements.
- 22.3 CONTRACTOR understands and agrees that pursuant to Texas Government Code, Chapter 2264, if, after receiving a public subsidy, the business is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.
- 22.4 Contractor will complete and submit City's Ethics Disclosure Form prior to Contractor's receipt of any City funds.
- 22.5 Contractor agrees that City may carry out monitoring and evaluation of activities to ensure Contractor's compliance with this Agreement.

XXIII. ASSIGNMENT

- 23.1 Neither party shall 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 the other party. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third party.

XXIV. NON-WAIVER OF PERFORMANCE

- 24.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a

waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVIII. Changes and Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXV. LAW APPLICABLE AND LEGAL FEES

- 25.1 **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.**
- 25.2 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.
- 25.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXVI. LEGAL AUTHORITY

- 26.1 Contractor represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.
- 26.2 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all terms, performances and provisions herein contained.

XXVII. PARTIES BOUND

- 27.1 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.

XXVIII. CAPTIONS

- 28.1 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.

XXIX. GENDER

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

XXX. ENTIRE AGREEMENT

- 30.1 This Agreement, together with its authorizing ordinance and its exhibits, 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, in accordance with Article XVIII. Changes and Amendments.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXECUTED and AGREED to in TRIPLICATE ORIGINALS as of the dates indicated below.

CITY OF SAN ANTONIO

CONTRACTOR

(Signature)

Printed Name: _____

Title: _____
City of San Antonio

Date _____

(Signature)

Printed Name: _____

Title: _____

Date _____

Approved as to Form:

Assistant City Attorney

Exhibit A – Scope of Services
COVID-19 Recovery and Resiliency Plan- Workforce Development Recovery Strategy
Workforce Solutions Alamo



The City of San Antonio will provide workforce training and education to San Antonio residents, specifically those negatively affected by the COVID-19 pandemic in the hardest hit industries of hospitality, food service, and retail. Workforce skills and education training will assist these residents to increase their chance of finding better jobs as businesses mitigate the impact of COVID-19 and begin to hire.

This new program, which pieces together and scales existing City workforce strategies, seeks to intake participants, provide skills and career assessments and guide participants on a recommended pathway that may include high school equivalency preparation, short-term, long-term and on-the-job training. Participants will receive stipends while participating in training programs.

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Section A – Participant Eligibility and Services to be Performed

Contractor will provide the following services for eligible City of San Antonio residents:

1. Participant Eligibility
 - a. Participants eligible for this Program must meet the following three (3) criteria:
 - i. City of San Antonio resident.
 - ii. Negatively affected by the COVID-19 pandemic.
 - iii. Resident is authorized to work in the US.
 - b. Contractor shall verify and keep record of each participant who is granted or denied entry into the Program. This includes retaining documents verifying eligibility for each participant and available to the City upon request (e.g. CPS bill or driver's license for City of San Antonio residents and signed attestation for negatively affected by the COVID-19 pandemic).
2. Provide intake, assessments, and potential referrals to training opportunities for participants.
 - a. Collaborate with the COSA and other partner agencies to develop a standardized intake process with standard documents, an array of standard assessments, and a standard referral process (including setting parameters in which a referral may be declined by an agency, as well as when an intake agency decides not serve as the participant owner through the entire program process and refers the participant to another agency for them to manage subject to approval by the City's Economic Development Department Director or designee) to set participants on an appropriate training path. These processes can occur within one agency or with multiple partner agencies depending on referrals. The standard intake, assessment, and referral process shall be approved by the City's Economic Development Department Director or designee.
 - i. As part of the intake process, in order to further ensure the aspirational goals below are met and to ensure there is a focus on serving residents living in City census tracts with an Equity Matrix score of 8, 9, or 10 and residents in the hardest hit industries of hospitality, food service, and retail, intake evaluation criteria will be developed by the City to score participants seeking to enter the program. These criteria shall serve as guidance and will include a recommended score in which a resident should be allowed into the program; however, if the resident does not achieve the recommended score it does require the Contractor to deny the resident entry into the Program. If, upon evaluation by the City, Contractor or the combination of primary agencies are not meeting the aspirational goals, the recommended score may transition to an overall pass/fail score, upon notification by the City to the Contractor, and should participant not pass, the participant will be denied entry into the program. Once developed, should these criteria hinder programmatic outcomes, criteria are subject to change as agreed upon by the partner agencies and the City.
 - b. Once the agency completes the intake of a participant, an assessment of the participant shall be completed within five (5) business days. After the completion of the assessment, the participant shall begin being serviced by the agency or referred to another agency within five (5) business days. If the participant is referred out to another agency, the agency has three (3) business days to accept or decline the referral. If the referral is declined, justification explaining why the referral

was declined needs to be documented and provided to the original agency and the City within three (3) business days.

3. Provide case management (wraparound support, career navigation and job placement) to participants.
 - a. The agency that provides case management is the agency that has ultimate responsibility for the participant and their programmatic outcomes. This includes tracking the participant's progress, walking them through the steps of training enrollment, providing wraparound support to include career navigation, and job placement. If there is a service the participant needs that the case management agency doesn't provide, the agency can refer the participant to another approved City agency. If this occurs, the original case management agency will continue to be responsible for participant tracking, unless the accepting agency has the capacity to case manage the participant and it is agreed upon by both agencies and the City's Economic Development Director or designee. If the case management agency provides direct training or pays for the participant to be trained, then the case management agency will administer the stipend to the participant.
4. Refer participants to short-term training.
 - a. Training 12 weeks or shorter that results in an industry recognized certification and is an approved training on the Workforce Solutions Alamo (WSA) Eligible Training Provider List (ETPL), an Alamo Colleges provided training/certification, or approved by the City's Economic Development Director or designee.
 - b. Training shall provide the qualification for a job that pays \$15/hr. or in a career path the provides upward mobility with additional training to achieve a job that pays \$15/hr. and is related to the job or skill set identified by SA Works as a target occupation or skill set that is approved by the City's Economic Development Department Director or designee.
 - c. There is a cap of \$2,000 for tuition per participant for short-term training. This can include more than one training program if the programs combined are within the \$2,000 cap. Regardless of the individual cap per participant, the agency is responsible to manage the provided budget and continue to serve the number of participants required per this Exhibit. As a guide and for budgetary purposes, note the City averaged \$1,250 per participant for short-term training when calculating the agency budget and number of participants.
5. Refer participants to long-term training.
 - a. Training longer than 12 weeks that results in an industry recognized certification and is an approved training on the WSA ETPL, an Alamo Colleges provided training/certification, or approved by the City's Economic Development Director or designee.
 - b. Training shall provide the qualification for a job that pays \$15/hr. or in a career path the provides upward mobility with additional training to achieve a job that pays \$15/hr. and is related to the job or skill set identified by SA Works as a target occupation or skill set that is approved by the City's Economic Development Department Director or designee.
 - c. There is a cap of \$7,500 tuition per participant for long-term training. This can include more than one training program if the programs combined are within the \$7,500 cap. Regardless of the individual cap per participant, the agency is responsible to manage the provided budget and continue to serve the number of participants required per this Exhibit. As a guide and for budgetary purposes, note the City averaged \$3,750 per participant for long-term training when calculating the agency budget and number of participants.

6. Administer participant stipends.
 - a. The stipend is \$15/hr. (at 30 hours maximum and 6 hours minimum per week) for actual time spent by a participant in an approved training program, with a cap of \$450 a week. Stipend is expected to be paid hour-for-hour in which the participant is receiving training (e.g. if a participant attends 10 hours of training for a given week, they would only be paid \$150 for that week).
 - i. For high school equivalency training, there is a cap of 6 weeks for a total maximum benefit of \$2,700 per participant.
 - ii. For short-term training, there is a cap of 12 weeks for a total maximum stipend benefit of \$5,400 per participant.
 - iii. For long-term training, there is a cap of 36 weeks for a total maximum stipend benefit of \$16,200 per participant.
 - b. CONTRACTOR is responsible to determine and verify the amount of time a participant spends each week in training before paying out the stipend and must be able to provide documentation upon auditing/monitoring requests.
 - c. If a participant is eligible for a stipend, but it would impact their unemployment insurance (e.g. losing unemployment insurance), the stipend can be used for other expenses on behalf of the participant so long as the participant agrees and the expense is approved by the City's Economic Development Director or designee and is properly documented.
7. On-the-Job Training (OJT).
 - a. OJT is defined as a position with an employer with stipends administered by WSA, for a specified period but no less than 8 weeks and no more than 12 weeks, that has a confirmed open full-time job opening associated with the position. The participant who fills the OJT will be offered a job interview for the full-time position at the end of the OJT period. Contractor will ensure that the employer selected to receive eligible program participants for OJT has committed to providing a job interview for the participant at the end of their designated OJT period. If the participant is not selected for the position, WSA shall obtain documentation from the employer outlining the reasons why they were not selected (e.g. tardiness, failed to develop the required skills, etc.) and only submitted to the City upon request. A comprehensive training curriculum is not required of the employer; however, the employer must demonstrate the ability to provide training and direction for the participant in the OJT position. Stipend can be determined based on the market value for the position, but should strive be a job that pays \$15/hr., but no less than \$11.25/hr., or in a career path that provides upward mobility with additional training to achieve a job that pays \$15/hr. and is related to the job or skill set identified by SA Works as a target occupation or skill set that is approved by the City's Economic Development Department Director or designee.
 - b. The total stipend cap for any individual receiving OJT is \$5,000 and the maximum stipend paid per week is \$450 a week with a for a maximum of 40 hours per week.
 - c. Identify eligible small businesses that will offer participants On-the-Job Training (OJT) placement (maximum of 20 participants per eligible small business).
 - i. Small businesses within the San Antonio city limits, with 500 employees or less, and in existence prior to August 1, 2019, are eligible for OJT placement.
 - ii. The identification of an OJT placement includes a written agreement by the employer to host one or more OJT positions. The identified employer must also contact WSA to begin

the contract process for hosting the OJT. Credit will be given once a contract with WSA is executed with the business for OJT.

- d. Management of OJT includes the case management of the participant through the process of job placement, the payment of the stipend for hours worked, managing the employer of record until permanent job placement, and administering the contract with the business who is hosting the OJT.
8. Provide participants with job placement.
- a. Job placement is counted when a participant is offered full-time employment and maintains that employment for at least 90 days.
 - b. It is encouraged that the job pays \$15/hr. or be in a career path that provides upward mobility with additional training to achieve a job that pays \$15/hr. and is related to the job or skill set identified by SA Works as a target occupation or skill set that is approved by the City's Economic Development Department Director or designee.

Section B – Outcomes, Aspirational Goals, and Surveys

CONTRACTOR will strive to meet the following outcomes and aspirational goals:

1. Outcomes
 - a. Provide the services below to the number of residents indicated. While it is expected that each outcome is met upon program completion, the City will monitor monthly attainment toward outcomes. Should CONTRACTOR not meet their monthly average (outcome / 14 months) for residents served for three (3) consecutive months, or fall behind more than 25% for number of residents served cumulatively throughout the program (e.g. each month about 7% of total residents should be served to meet total programmatic outcomes in 15 months), CONTRACTOR will submit a Corrective Action Plan. developed collaboratively between the CONTRACTOR and City, but ultimately subject to approval by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their outputs and goals will be met by December 2020 which is subject to monitoring for attainment. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.
 - i. Provide intake, assessments, and potential referrals to training opportunities for 2,604 participants. To attain this outcome, 290 participants must be served at a minimum each month.
 - ii. Provide case manage (wraparound support, career navigation and job placement) for 1,125 participants. To attain this outcome, 125 participants must be served at a minimum each month.
 - iii. Refer 900 participants to short-term training. To attain this outcome, 100 participants must be served at a minimum each month.
 - iv. Refer 64 participants to long-term training. To attain this outcome, 7 participants must be served at a minimum each month.
 - v. Administer 964 participant stipends. To attain this outcome, 107 participants must be served at a minimum each month.

- vi. Identify 64 small businesses who will offer OJT placement. To attain this outcome, 7 businesses must be identified at a minimum each month.
- vii. Place 643 participants with small businesses for OJT. To attain this outcome, 71 participants must be served at a minimum each month.
- viii. Place 643 participants in jobs. To attain this outcome, 71 participants must be served at a minimum each month.
- ix. 75% of participants will complete training programs.

2. Aspirational Goals

- a. Meet the following aspirational goals in providing services to eligible City of San Antonio residents and businesses committing to OJT placement as indicated below. The aspirational goals should be achieved throughout the participant process, which include the intake, assessment, education and training, and the program completion (participant gains employment or completes training/education) phase. If the aspirational goals are not achieved for three (3) consecutive months, Contractor will submit documentation that a good faith effort was made to meet the goals, which include marketing efforts and intake evaluation criteria of participants, subject to approval by the City Manager. Should the good faith effort documentation not be approved, Contractor will submit a Corrective Action Plan developed collaboratively between the CONTRACTOR and City, but ultimately subject to approved by the City Manager. The Corrective Action Plan will state the cause for the deficiency and propose a plan with a specific timeline on how their aspirational goals will be met by December 2020. If the Corrective Action Plan is not met in accordance to the timeline approved, the City reserves the right to reduce the following month's grant disbursement in an amount proportionate to the deficiency and CONTRACTOR risks loss or non-renewal of contract.

Resident Aspirational Goal Type	Aspirational Goal Percentage¹
African American	9.0%
Asian American	3.0%
Hispanic American	67.0%
American Indian, Alaska Native, Native Hawaiian, or Some Other Race (Non-White)	2.0%
Women	60.0%
Veterans	9.0%
Formerly Incarcerated	5.0%
Disabled	3.0%
Homeless	0.2%
Living in Poverty at or below 200% FPL	24.0%
Lives in Census Tract with an Equity Matrix Score of 8, 9, or 10	75.0%
Serve eligible residents in the hardest hit industries of hospitality, food service, and retail	50.0%
Participant to secure employment in alignment with Section A.12 within three (3) months of training completion	50.0%

¹ Most of the aspirational goals were developed using data from the following sources: San Antonio Population Total, San Antonio Population in Census Tracts with an Equity Matrix Score of 8, 9, and 10, City of San Antonio Status of Poverty Report, and Workforce Solutions Alamo Unemployment Information. Most of these percentages were developed from these datasets through a weighted calculation that leans 75% toward San Antonio population data with other factors making up no more than 25% of the total calculation. Note that there are exceptions to the calculation method to some Aspirational Goal Types, such as Women, Formerly Incarcerated, Disabled, and Homeless goals (e.g. for the Homeless Aspirational Goal Type, the data was derived from the South Alamo Regional Alliance for the Homeless 2020 Point-in-Time Count Report).

For Businesses Committing to OJT Placement:

Aspirational Goal Type	Aspirational Goal Percentage
Women Business Enterprises (WBEs)	40%
Minority Business Enterprises (MBEs)	70%
African American Business Enterprises (AABEs)	15%
Asian American Businesses (ABE)	10%
Hispanic American Business (HABE)	35%
Veteran Business	10%
Business is Located in Census Tract with an Equity Matrix Score of 8, 9, or 10	50%

3. Surveys

- a. The City will survey program participants and businesses periodically to assess short-term and long-term considerations which will be reported on and provided to the CONTRACTOR.
- b. The survey will measure: participant satisfaction in training and case management, and potentially, if we cannot obtain the information through other options, measure wage differences pre and post program completion, did participant with a \$15/hr. job maintain it, and did participant placed in a career path that provides upward mobility with additional training to achieve a job that pays \$15/hr. actually attain that wage.

Section C – Reporting

Contractor shall submit updates/reports on the progress of deliverables in accordance with Section 4 of the Agreement, which includes collecting data from program participants and providing the data at least weekly in a format suitable for ad hoc reporting and analysis by the City. The weekly reports shall be submitted to the City no later than Friday at 2:00pm CST of each week through the term of the Agreement. Contractor shall submit updates/reports using the tracking and data capturing document provided by the City for the purpose of submitting all Contract related documents and information requested (in the event that a digital system is established, CONTRACTOR will make all reasonable efforts to utilize the digital system to submit monthly updates/reports). Where possible, Contractor will validate business address using address data provided by the City. Legitimate addresses that do not validate based on the address file provided by the City will be marked as such in any data provided to the City during the performance of this agreement. City shall have authority to inspect the Contractor's contribution to the Strategy throughout the Agreement term to ensure compliance with this Agreement and ensure proper usage of City Funds as proscribed by the Scope of Services. The submission of falsified information or

the failure to timely submit all information by the Contractor as requested by CITY is grounds for termination of this AGREEMENT. All sensitive data (particularly Sensitive PII as defined in Section 521 of the Texas Business And Commerce Code) captured in the performance of this agreement will be processed, stored, and transmitted in a secure manner and with appropriate technical and procedural controls. Upon the request of the City, Contractor will provide evidence of those controls in a timely fashion including but not limited to company hiring, vetting, account provisioning and access control, security awareness training programs, encryption protocols, and cybersecurity policies and procedures.

In addition, CONTRACTOR agrees to provide five (5) client success stories to the City no later than June 1, 2021.

Section D – Marketing and Outreach

CONTRACTOR agrees to provide the following marketing and outreach services to recruit program participants:

1. Develop co-branded marketing material for the City’s COVID-19 Workforce Recovery Program in collaboration with and approved by the City’s Economic Development Department Director or designee. The co-branded marketing material should provide interested participants multiple methods to learn more about the Program, such as a website, telephone number, or in-person consultation.
2. Develop a marketing plan to be submitted and approved by the City’s Economic Development Department Director or designee and actively market the City’s COVID-19 Workforce Recovery Program to eligible City residents. The marketing plan shall be submitted to the City within 15 business days of execution of the AGREEMENT. The marketing plan shall be executed in partnership between Workforce Solutions Alamo and the City and include specific efforts to (1) educate eligible residents on the City’s COVID-19 Workforce Recovery Program, especially those eligible residents located in the City’s census tracts that have an Equity Matrix Score of 8, 9, or 10; (2) engage with eligible residents who are people of color, women, veterans, formerly incarcerated, disabled, homeless, elderly, and/or experiencing poverty; (3) host and organize at least 10 events, accessible both to residents with and without access to the internet, to educate residents on the services provided through the City’s COVID-19 Workforce Recovery Program; and (4) include diverse outreach methods such as social media, robocalls, neighborhood associations, billboards, VIA bench and shelter and inside the bus advertising, community organizations and churches, etc. These specific marketing and outreach efforts should be the starting point to ensuring programmatic and aspirational goals are met per Section B.
3. Respond to inquiries from interested residents and the general public.
4. Spend no more than \$100,000 on marketing and outreach unless approved by the City’s Economic Development Department Director or designee.

Section E – Budget

CONTRACTOR is expected to follow the budgetary guidance as outlined within the Agreement. Within 15 business days of execution of this Agreement, CONTRACTOR and the City shall work collaboratively on the appropriate documentation needed to fulfill the Agreement.

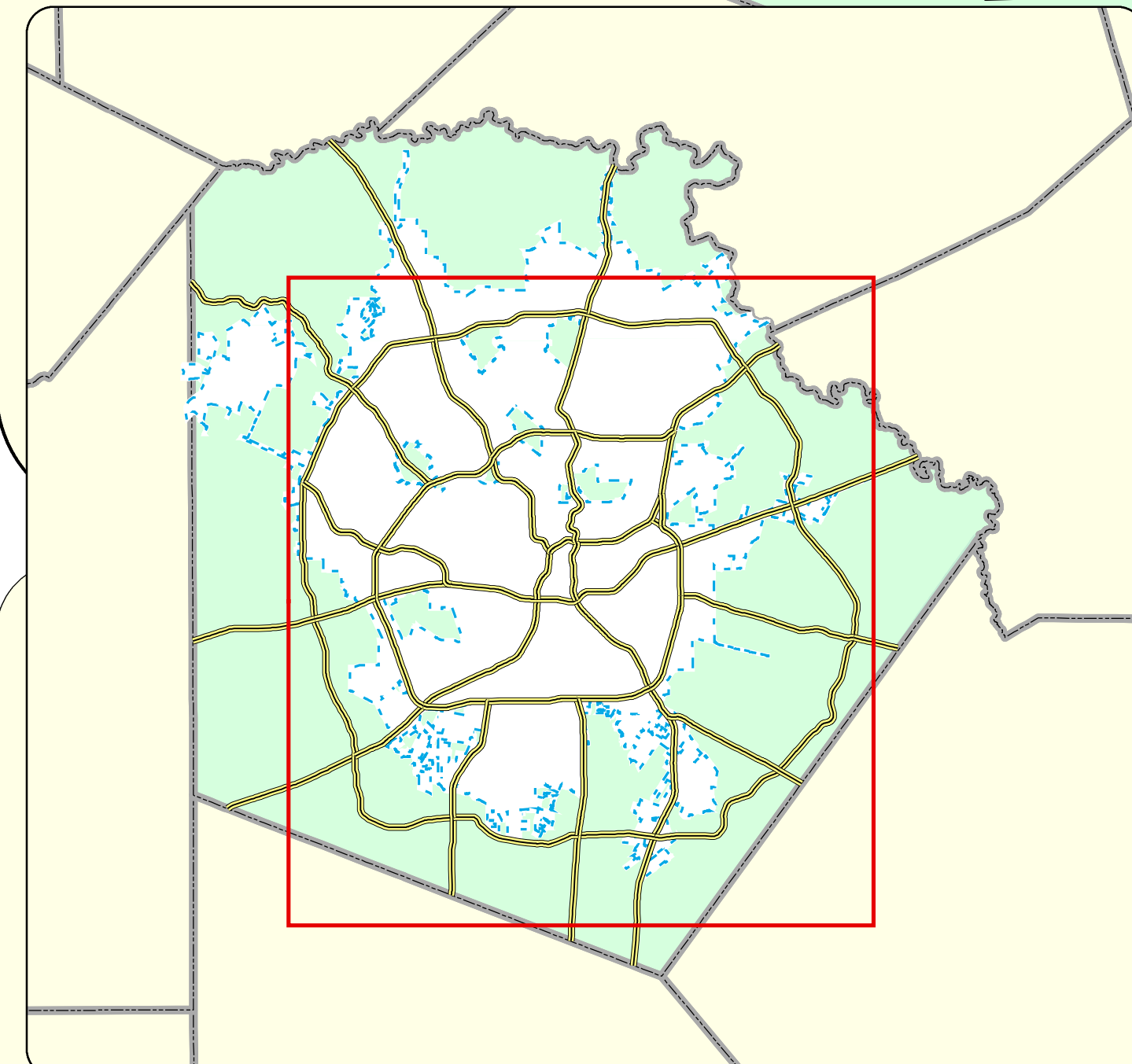
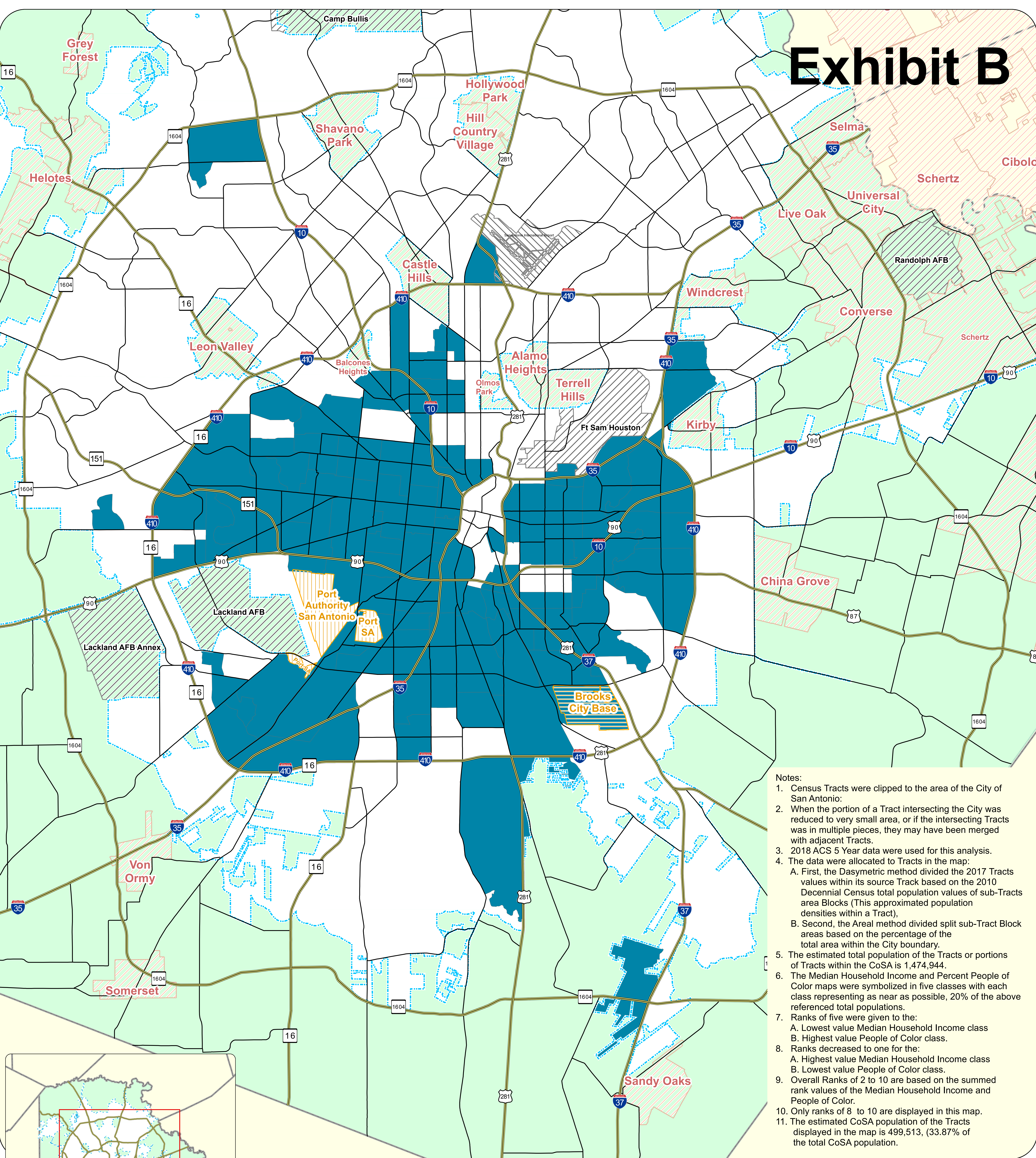
Section F – Subcontractor(s)

Subcontract- the agency is responsible for subcontracting with the identified subcontract agency for the determined amount. The subcontract should include any metrics and/or deliverables identified by COSA. The agency can include any scope to meet their own deliverables based on the capacity of the subcontract agency and determine any metrics if not identified by the COSA. The scope for every subcontract requires approval from the Economic Development Director or designee.

In addition to Section XV of the Agreement, CONTRACTOR agrees to utilize Dress for Success / Career Gear San Antonio at \$48,214.29 to help perform the scope of services outlined in this Exhibit.

As a reminder, prior to the execution of an agreement with a subcontractor to perform specified services under this Agreement, CONTRACTOR shall submit the request, to include the name of the subcontractor, services to be provided, and number of residents serviced, to the City's Economic Development Department Director or designee for approval.

Exhibit B



Data Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District

*This Geographic Information System Product, received from The City of San Antonio is provided "as is" without warranty of any kind, and the City of San Antonio expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The City of San Antonio does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the City of San Antonio in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the City of San Antonio is entirely assumed by the recipient.

*Please contact the responsible City of San Antonio Department for specific determinations.

Maps may be ordered at: (210) 207-8301

Date/Time Saved: 6/17/2020 11:33:01 AM
PDF File Name: ACS2018_OverallRank8to10_200617.pdf
Map Path: \\scommon1\misc\GIS\GIS\pin50\plan_1\B\Projects\2020\Equity\200414\ACS2018_OverallRank8to10_200617.mxd

Expressways
Major Roads
City of San Antonio
Military Bases
Port Authority of S.A.

Brooks City Base
SA Airport
Cities and Towns
Bexar County
Adjacent Counties

City of San Antonio
Equity Overall Rank 8 to 10
(Low Median Household Income Rank + High People of Color Rank)
2018 ACS 5-Year Estimates

0 1.5 3 4.5 6 Miles

City of San Antonio
Information Technology Services Department
GIS Public Services Division

Riverview Towers
111 Soledad St, Suite 900
San Antonio, TX 78205