CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: **Community and Human Development**

AGENDA DATE: **October 8, 2013**

CONTACT PERSON/PHONE: **Jane Tomchik/541-4377**

DISTRICT(S) AFFECTED: **7, 8**

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Approve a Resolution awarding confiscated funds grants to the following Agencies for substance abuse prevention, intervention and treatment services over a one year period:

$50,000 to Homeward Bound, Inc. (contingent on the submission of a 2012 certified audit prior to releasing the funds) for Trinity Solutions providing intervention and treatment services to clients of the Project Vida Health Clinic.

$50,000 to Centro San Vicente for an intervention and brief treatment program for patients of the clinic who are screened for alcohol and other drug problems as an integrated element in primary care.

$29,792 to Project Vida for Parental Care and Responsibility Program providing Alcohol and Kids Don't Mix and Alcohol, Anger, and Abuse trainings to parents, community members and professionals.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Pursuant to the decision of the City Council to reserve 10% of all confiscated funds received by the City for grants for substance abuse prevention, intervention and treatment, as allowed for in state and federal regulations, the Community and Human Development Department, in May, 2013, issued an announcement of funds available under the Community Solutions for Substance Abuse Program. Nine agencies submitted Letters of Intent and three submitted final proposals. The final review by the Review Committee and staff recommended full funding for each of the projects.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Council approval of grant awards is a fairly common occurrence.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Confiscated Grant revenues. Total awards this round totaled: $129,792.00

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

NA

_____

**********REQUIRED AUTHORIZATION**********

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the following agencies be approved as recipients of grant funding under the confiscated funds grant program, Community Solutions for Substance Abuse:

1. Project Vida - $29,792
2. Centro San Vicente - $50,000 (Release of funds contingent on receipt of 2012 certified audit.)
3. Homeward Bound - $50,000

And that the City Manager be authorized to sign any and all documents necessary to contract with the identified agencies to provide substance abuse prevention, intervention and treatment services, to include the contract in substantial conformity with Exhibit "A".

APPROVED this _____day of_____2013.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
William L. Lilly, Director
Community and Human Development

Exhibit "A"

CONTRACT

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF EL PASO)

This Contract is entered into by and between THE CITY OF EL PASO, a home-rule municipal corporation of El Paso County, Texas, hereinafter referred to as "CITY", and a private non-profit corporation organized under the laws of the State of Texas, hereinafter referred to as "SOLUTIONS PROVIDER". This Contract shall be effective from , 20 , and it shall terminate on , 20 , unless terminated sooner as provided herein.

WHEREAS, the CITY has received federal and state confiscated funds revenue as provided for in the Texas State Criminal Procedure, Chapter 59.06 and from the United States Department of Justice Assets Forfeiture Fund ,

WHEREAS, the aforementioned programs allow for the use of a maximum of ten per cent (10%) of such revenue distributed to local law enforcement agencies to provide support to (1) nonprofit programs for the prevention of drug abuse; (2) nonprofit chemical dependency treatment facilities licensed under Chapter 464, Health and Safety Code; or (3) nonprofit drug and alcohol rehabilitation or prevention programs administered or staffed by professionals designated as qualified and credentialed by the Texas Commission on Alcohol and Drug Abuse;

WHEREAS, the El Paso Police Department has delegated administration of a grant program ("SOLUTIONS") to award monies to eligible nonprofit entities to the City Department of Community and Human Development;

NOW, THEREFORE, the CITY and SOLUTIONS PROVIDER in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

I. CONTRACTUAL OBLIGATIONS

SECTION A. PROGRAM SCOPE

SOLUTIONS PROVIDER expressly agrees to comply with all of the terms, conditions.

Beneficiaries of the services to be provided hereunder must reside in the City of El Paso.

SOLUTIONS PROVIDER shall conduct, in a satisfactory manner as determined by CITY and SOLUTIONS PROVIDER shall perform all activities in accordance with the terms of the Program Scope, hereinafter referred to as Attachment 1; the Budget hereinafter referred to as Attachment 2; the applicable Assurances and Certifications, hereinafter referred to as Addendums A,B, C, and D ; and the requirements set forth in the Community Solutions for Substance Abuse Application herein referred to as Attachment 3 (Attachment 1, Attachment 2, Attachment 3, and Addendums A,B, C and D are attached hereto and incorporated by reference herein); and with all other terms, provisions and requirements set forth in this Contract.

SECTION B. COMPOSITION, COMPENSATION, REPORTING, AND PROGRAM INCOME

1. SOLUTIONS PROVIDER shall perform its services within the monetary limits contained in Attachment 2. In no event shall compensation to the SOLUTIONS PROVIDER exceed the lesser of SOLUTIONS PROVIDER costs attributable to the work performed, or the monetary limits described in Attachment 1, nor shall the CITY pay for expenses or services which are or will be reimbursed by another funding source or for services which are not performed. However, SOLUTIONS PROVIDER may make transfers of funds between or among budget line items with a specified category as contained in Attachment 2, subject to the approval of the Director of Community and Human Development, hereinafter referred to as "Director", provided that:

   a. The dollar amount of all transfers among existing categories is equal to or less than twenty percent (20%) of the total amount of this Contract;

   b. The transfer will not change the scope or objective of the program funded under this Contract;

   c. SOLUTIONS PROVIDER submits a Budget Revision Report to CITY, Attachment 2E, hereto, simultaneously with the submission of SOLUTIONS PROVIDER'S Reimbursement Request Report, Attachment 2A, hereto.

2. The CITY will, at least quarterly, review the financial status of the SOLUTIONS PROVIDER'S program under this Contract. Upon determination that unexpended funds are present, the Contract budget may be adjusted to remove such amounts at the discretion of the Director.

3. The CITY agrees to reimburse actual allowable expenditures to the SOLUTIONS PROVIDER monthly.

a. Reimbursements will follow receipt of a request for reimbursement. Only those expenses allowable under the terms of this Contract and the approved Budget shall be reimbursed.

b. Budget line items (Attachment 2) represent the maximum amount which may be billed under each line item. A lesser amount may be billed by SOLUTIONS PROVIDER.

c. All reimbursement requests submitted by the SOLUTIONS PROVIDER must be supported by valid invoices or other supporting documentation of financial liability in the SOLUTIONS PROVIDER'S files or other documentation acceptable to the CITY.

d. All line items reported and requested for reimbursement on Attachment 2A must reconcile with the corresponding line item in the SOLUTIONS PROVIDER'S general ledger accounts, on a current basis, and with year-to-date balances.

e. Accounting records required to be maintained in the SOLUTIONS PROVIDER files in relation to a requisition for payment under this Contract include, but are not limited to:

i. Balance Sheet (both monthly and year to date);

ii. Income Statement;

iii. General Ledger;

iv. Payroll Check Register, as applicable; and

v. Spreadsheet that details the amounts requested for reimbursement which are summarized on Attachment 2A.

4. SOLUTIONS PROVIDER shall provide the CITY the following verified reports as indicated:

a. Attachment 2A:Reimbursement Request Report (monthly) - An accurate financial account of the use of the funds requested for reimbursement under this Contract, and a status report of matching funds provided to date;

b. Attachment 2B: Employee Monthly Time Report - An accounting of the hours worked by SOLUTIONS PROVIDER'S personnel being paid with the funds provided in this Contract, as applicable;

c. Attachment 2C: Budget Revision Report – A request for alteration of budget line items, only within categories (as needed), and;

d. Attachment 2D: Outcomes Report – Specifying program outcome information (submitted quarterly or when requested by the CITY).

e. Additional informative materials may be attached to the above reports by the SOLUTIONS PROVIDER.

5. SOLUTIONS PROVIDER further understands that any payment or contribution by beneficiaries for services supported or subsidized by this Contract shall be used for payment of operating costs of the program. Program Income shall only be used by SOLUTIONS PROVIDER to provide payment for eligible program expenses for services in accordance with this Contract, unless otherwise instructed in writing by the CITY.

SECTION C. SUSPENSION OR TERMINATION

1. In accordance with Title 24 CFR Section 85.43, the CITY may suspend or terminate this Contract should SOLUTIONS PROVIDER materially fail to comply with the terms of this Contract. The CITY shall give the SOLUTIONS PROVIDER ten (10) days' written notice of the suspension or termination with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. SOLUTIONS PROVIDER shall invoice CITY for all services completed and shall be compensated in accordance with the terms of this Contract for services performed prior to the date specified in such notice.

2. The CITY and SOLUTIONS PROVIDER may also, in accordance with Title 24 CFR Section 85.44, terminate this Contract for convenience.

3. If SOLUTIONS PROVIDER breaches any term or condition of this Contract, or if any change of circumstances renders it unlikely that the SOLUTIONS

PROVIDER will perform the services required hereunder, the CITY may take one or more of the following actions:

a. Withhold further cash payments, either pending corrective action by the SOLUTIONS PROVIDER or permanently, if there is inadequate or no corrective action by the SOLUTIONS PROVIDER

b. Disallow costs for all or part of the activity or action not in compliance;

c. Wholly or partly suspend or terminate this Contract; or

d. Withhold further Contracts to the SOLUTIONS PROVIDER;

e. Pursue any other remedies that are available at law or equity.

4. Amendments to this agreement requested by SOLUTIONS PROVIDER must be in writing and accompanied by all necessary supporting documents

SECTION D. REVERSION OF ASSETS

1. Upon the expiration or termination of this Contract, the SOLUTIONS PROVIDER shall promptly transfer to the CITY:

a. any SAPPHIRE funds on hand at the time of the expiration or termination;

b. all the accounts receivable attributable to the use of SAPPHIRE funds;

c. the share of unexpended Program Income generated during the term of the Contract proportionate to the contribution of SAPPHIRE funds to the SOLUTIONS PROVIDER'S overall Budget;

d. any claims against third parties based upon SAPPHIRE funds; and

e. any funds which CITY determines have not been expended in accordance with the terms of this Contract.

2. Such refund shall be made by SOLUTIONS PROVIDER to CITY within ten (10) working days after such refund is requested by CITY.

SECTION E. FORM, ACCESS TO, AND RETENTION OF RECORDS

1. SOLUTIONS PROVIDER shall prepare and maintain proper files, books, and records in accordance with standard accounting practice, all as it pertains to costs incurred, audits, program income, administration, activities and functions, and all of the

relevant matters contained in said publications. These records shall be maintained for a period of four (4) years after the termination or expiration of this Contract.

2. The CITY and/or its designees shall have a right of access to make copies of and a right to audit all of the SOLUTIONS PROVIDER files, books and records which are deemed pertinent to the performance of this Contract, as determined solely in the reasonable exercise of the CITY's and/or its designee's discretion. Copying and auditing will be performed at a reasonable time and place, such as during the SOLUTIONS PROVIDER usual business hours, and at SOLUTIONS PROVIDER'S principal place of business or office. This right shall continue for four (4) years after termination or expiration of this Contract. The CITY and/or its designees may additionally request the copying, mailing and/or electronic transmission of records by SOLUTIONS PROVIDER.

3. SOLUTIONS PROVIDER agrees that at all times prior to and after termination of this Contract, all papers, books, files, correspondence and records relative to the performance of services under this Contract are owned by and are the sole property of the CITY. The SOLUTIONS PROVIDER will hold and possess the papers, books, files, correspondence and records as the property of the CITY and shall relinquish them to the CITY upon its request during the term of this Contract and at any time during the four (4) years immediately following the term of this Contract. SOLUTIONS PROVIDER will not be required to relinquish those documents which are deemed confidential by Federal, State or local law.

4. SOLUTIONS PROVIDER shall conduct, through an independent auditor acceptable to the CITY, a single audit of its activities hereunder to ensure ability to demonstrate fiscal responsibility to the CITY.

5. As in compliance with OMB Circular A-133, SOLUTIONS PROVIDER'S auditor shall prepare a Certificate of Audit to be provided to the CITY. This form will be provided to SOLUTIONS PROVIDER upon SOLUTIONS PROVIDER'S request. Such Certificate of Audit, along with the corresponding management letter and SOLUTIONS PROVIDER'S responses thereto, must be submitted within nine months after the end of the SOLUTIONS PROVIDER'S fiscal year. Failure of SOLUTIONS PROVIDER to provide the required Certificate of Audit to the CITY within the time period required

herein shall constitute a breach of this Contract and cause for termination of this Contract by the CITY.

SECTION F. MONITORING

1. CITY reserves the right on its behalf to perform, or have its designees perform, a periodic on-site and desk audit monitoring of SOLUTIONS PROVIDER'S compliance with the provisions of this Contract. The monitoring shall be conducted in a reasonable time, place and manner by the CITY. The SOLUTIONS PROVIDER shall provide the assistance and information needed by the CITY in monitoring and evaluating the performance of the above-mentioned areas of accountability. It is understood that the CITY, or its designee, will perform periodic fiscal and programmatic monitoring reviews, including a review of the audit conducted by the SOLUTIONS PROVIDER. The CITY and/or its designees may request the copying, mailing, and/or electronic transmission of SOLUTIONS PROVIDER'S records in connection with an on-site or desk audit monitoring.

2. Monitoring reviews will include a written report to the SOLUTIONS PROVIDER documenting findings and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 3 days from the SOLUTIONS PROVIDER receipt of the monitoring report or audit review letter, or otherwise future payments will be withheld under this Contract.

3. Failure of the SOLUTIONS PROVIDER to take all actions necessary to resolve and close monitoring or audit findings within 60 days of receipt of the monitoring report or audit review letter shall be considered a breach of this Contract and cause for termination of this Contract by the CITY.

4. The Director shall have the discretion to extend the 60-day period for reasons the Director may judge to be extenuating circumstances.

SECTION G. COMPLIANCE WITH LAWS

1. SOLUTIONS PROVIDER understands that it will be reimbursed under this Contract with state and federal funds received from the distribution of confiscated funds as provided for in Texas State Criminal Procedure, Chapter 59.06 and from the United States Department of Justice Assets Forfeiture Fund; and

2. Agrees to comply with all applicable local, State, and Federal Laws, and all other applicable regulations of federal agencies, including but not limited to: OMB

Circulars A-87, A-110, A-122, and A-133, as applicable; and, Title 24 CFR Section 570.602, and Title 24 CFR Part 576.

SECTION H. NON-RELIGIOUS ACTIVITIES

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the program. Neither the Federal government nor a State or local government receiving funds under the program shall discriminate against an organization on the basis of the organization's religious character or affiliation.

2. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under the applicable Code sections for this program. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under the applicable Code sections for this program, and participation must be voluntary for the beneficiaries of the assistance provided.

3. A religious organization that participates in the program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

4. An organization that participates in the program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

5. Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. To the extent allowed by applicable Code sections for the program,

and to the extent allowed by this Contract, Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the applicable Code sections for this program. Where a structure is used for both eligible and inherently religious activities, program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to program funds under the Code. Sanctuaries, chapels, or other rooms that a program-funded religious congregation uses as its principal place of worship, however, are ineligible for program-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). Nothing contained in this section authorizes a Contractor to use program funds under an SP program for acquisition or construction activities.

6. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, these requirements apply to all of the commingled funds.

II. ADDITIONAL SOLUTIONS PROVIDER OBLIGATIONS

SECTION A. INDEMNIFICATION AND INSURANCE

1. **THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE SOLUTIONS PROVIDER INCURRED IN THE PERFORMANCE OF THIS CONTRACT. THE SOLUTIONS PROVIDER, AND/OR ITS INSURER, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, LIABILITIES AND OBLIGATIONS OF ANY KIND AND NATURE, INCLUDING INJURY OR DEATH OR PROPERTY DAMAGE MADE UPON THE CITY, INCIDENT TO, OR ARISING OUT OF, OR IN CONNECTION WITH THE SOLUTIONS PROVIDER'S PERFORMANCE UNDER THIS CONTRACT, INCURRED DUE TO SOLUTIONS PROVIDER'S NEGLIGENCE, ANY OF SOLUTIONS PROVIDER'S NEGLIGENT ACTS, OR ANY**

OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE SOLUTIONS PROVIDER OUTSIDE THE SCOPE OF THIS CONTRACT, INCLUDING ANY ACT OR OMISSION OR NEGLIGENCE BY THE SOLUTIONS PROVIDER'S AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE THIS CONTRACT EXISTS, ALL WITHOUT HOWEVER WAIVING ANY GOVERNMENT IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

2. SOLUTIONS PROVIDER agrees to maintain for the life of this Contract, a liability insurance policy from an insurance company authorized to do business in the State of Texas in the minimum coverage amounts of not less than $250,000.00 for each person and $500,000.00 for each single occurrence covering bodily injury or death and $100,000.00 for each single occurrence of damage to or destruction of property. Further, the insurance policy must contain an endorsement which names the CITY as an additional insured on the policy with regard to all suits, actions, demands, claims and liabilities arising out of, occasioned by or relating to this Contract or the activities carried out hereunder. It shall also contain an endorsement which includes the City, as additional insured, under its cancellation clause, thereby providing thirty (30) days prior written notice of cancellation or non-renewal to all insured, except for cancellation for non-payment of premium. SOLUTIONS PROVIDER shall produce a copy of its liability insurance policy and endorsements, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to CITY prior to the effective date of this Contract. SOLUTIONS PROVIDER shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

3. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE DIRECTOR, AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

4. The CITY reserves the right to review the insurance requirements of this section during the effective term of this Contract and to adjust insurance coverages and

their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry, if applicable, as well as the claims history of the SOLUTIONS PROVIDER.

5. CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for 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 thereto or the underwriter of any such policies). Upon such request by CITY, SOLUTIONS PROVIDER shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. SOLUTIONS PROVIDER remains responsible for procuring any other types of insurance not listed above, but required by law, necessary for performing its duties.

6. Notwithstanding any suspension or termination hereof, SOLUTIONS PROVIDER shall not be relieved of any liability to CITY for damages or indemnification due to CITY by virtue of breach of this Contract by SOLUTIONS PROVIDER or by virtue of this Section. CITY may withhold payments to SOLUTIONS PROVIDER until such time as the exact amount of damages due to the CITY from SOLUTIONS PROVIDER is agreed upon or is otherwise determined.

SECTION B. INDEPENDENT CONTRACTOR

CITY and SOLUTIONS PROVIDER understand that SOLUTIONS PROVIDER is an independent contractor and that no term or provision hereof or act of SOLUTIONS PROVIDER in performance of this Contract shall be construed as making SOLUTIONS PROVIDER an agent or employee of the CITY. All officers and employees of SOLUTIONS PROVIDER shall be solely responsible to SOLUTIONS PROVIDER, and the CITY shall not have any authority, responsibility, or liability with respect thereto.

SECTION C. AUTHORITY TO CONTRACT

SOLUTIONS PROVIDER represents and warrants that the person executing this Contract and all documents related hereto has the authority to commit the SOLUTIONS PROVIDER to the obligations, financial and otherwise, required by this Contract.

SECTION D. DISCRIMINATION PROHIBITED

1. No person in the United States shall, on the grounds of race, color, national origin (including immigration status where an alien holds proper work authorization), religion, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the SOLUTIONS PROVIDER pursuant to this Contract, as set forth in Title 24 CFR Section 570.602. Furthermore, SOLUTIONS PROVIDER shall comply with all the equal opportunity requirements attached to this Contract and incorporated by reference as Addendum B.

2. SOLUTIONS PROVIDER must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Contract.

SECTION E. CONFLICT OF INTEREST

1. SOLUTIONS PROVIDER covenants that during the term of this Contract, SOLUTIONS PROVIDER, its associates, officers and employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Contract and that none of its paid personnel shall be employees of the CITY or have any Contractual relationship with the CITY.

2. In the procurement of supplies, equipment, construction and services by SOLUTIONS PROVIDER, the conflict of interest provisions in Title 24 CFR Section 85.36 and OMB Circular A-110 respectively, shall apply.

3. In all cases not governed by Title 24 CFR Section 85.36 and OMB Circular A-110, the provisions of Title 24 CFR Section 570.611 shall apply.

4. Under Title 24 CFR Section 576.57(D), the general rule is that no persons described in paragraph (5) below who exercise or have exercised any functions or responsibilities with respect to SAPPHIRE activities assisted under this part or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an SAPPHIRE assisted activity, or have a financial interest in any contract, subcontract, or agreement

with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. Furthermore, SOLUTIONS PROVIDER shall provide any necessary revisions to the conflict of interest questionnaire attached to this Contract and incorporated by reference as Addendum A, within thirty (30) days of knowledge of such changes.

5. The conflict of interest provisions of paragraph (4) above apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies, or subrecipients (SOLUTIONS PROVIDER) which are receiving SAPPHIRE funds.

SECTION F. HATCH ACT

Neither the funds advanced pursuant to this Contract, nor any personnel that may be employed by the SOLUTIONS PROVIDER with funds advanced pursuant to this Contract shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

SECTION G. INTEREST OF CERTAIN FEDERAL OFFICIALS

A member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Contract between CITY and SOLUTIONS PROVIDER or to any benefits arising there from.

SECTION H. POLITICAL AND LOBBYING ACTIVITIES PROHIBITED

1. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, or the City Council of the City of El Paso.

2. Employees of SOLUTIONS PROVIDER connected with any activity which is financed in whole or in part by funds provided to SOLUTIONS PROVIDER under this Contract may not during the term of this Contract:

a. use their official position or influence to affect the outcome of an election or nomination;

b. solicit contributions for political purposes; or

c. take an active part in political management or in political campaigns.

3. SOLUTIONS PROVIDER hereby agrees to sign the Certification Regarding Lobbying, attached hereto and made a part of this Contract as Addendum A, and if necessary, the Disclosure of Lobbying Activities, attached hereto and made a part of the Certification Regarding Lobbying as Addendum A, and return said signed Certification and, if necessary, the completed Disclosure of Lobbying Activities, to CITY. SOLUTIONS PROVIDER require the language of the Certification and Disclosure be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

SECTION I. SOLUTIONS PROVIDER'S COMPOSITION

SOLUTIONS PROVIDER shall notify the CITY in writing within thirty (30) days in the event of any change in SOLUTIONS PROVIDER ownership, organization, control, and management and non-profit or tax status. SOLUTIONS PROVIDER shall periodically, at least annually, submit to the CITY a list of its current membership and board of directors with their appropriate titles.

SECTION J. ASSIGNMENT

SOLUTIONS PROVIDER may not assign or otherwise transfer this Contract either as to obligations or benefit without the prior written consent of the CITY.

SECTION K. REQUIRED DOCUMENTATION

SOLUTIONS PROVIDER hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

SECTION L. WARRANTY

SOLUTIONS PROVIDER represents that the information furnished to the CITY, upon which CITY relied to make this grant, is correct and true.

SECTION M. LIABILITY

SOLUTIONS PROVIDER shall be liable to the CITY for the full amount of any funds received pursuant to the terms of this Contract which SOLUTIONS PROVIDER knowingly accepts or disburses in violation of the terms and conditions herein.

SECTION N. ACKNOWLEDGMENT IN PRINTED MATERIALS

SOLUTIONS PROVIDER is encouraged to acknowledge the CITY for its support of the provision of services under this Contract in all appropriate printed materials. However, the CITY reserves the right to approve, in whole or in part, the form of such acknowledgments which SOLUTIONS PROVIDER proposes to include in any printed materials.

SECTION O. COPYRIGHTS AND PATENTS

1. If this Contract results in a book or other copyrightable material, the CITY's approval must be obtained to copyright the work. Additionally, the CITY reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

2. Any discovery or invention arising out of or developed in the course of the services aided by this Contract shall be promptly and fully reported to the CITY for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

III. GENERAL PROVISIONS

SECTION A. TEXAS CORPORATION AND VENUE

SOLUTIONS PROVIDER warrants that it is incorporated in and otherwise entitled to do business in the State of Texas as a non-profit corporation. If SOLUTIONS PROVIDER is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk must be provided to the CITY. This Contract is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

SECTION B. WAIVER

Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

SECTION C. SEVERABILITY

All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Contract shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.

SECTION D. CAPTIONS

The captions of various sections of the Contract are for convenience of reference only, and shall not alter the terms and conditions of this Contract.

SECTION E. SURVIVAL

SOLUTIONS PROVIDER shall remain obligated to the CITY under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract.

SECTION F. NOTICES

All notices, communications and reports under this Contract shall be either hand delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is notified in writing:

CITY:

City of El Paso
Department of Community and Human Development
Attention: Neighborhood Services
PO Box 1890
El Paso, Texas 79950-1890

SOLUTIONS PROVIDER:

SECTION G. ENTIRE CONTRACT

This Contract reflects the final, complete and exclusive understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

THE CITY OF EL PASO

DRAFT

_____

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

DRAFT

_____

Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:

DRAFT

_____

William L. Hill, Director
Community and Human Development

SOLUTIONS PROVIDER:

By: _____

DRAFT

_____
(Printed Name/Title)

(The foregoing representative of SOLUTIONS PROVIDER expressly represents that execution of this Contract has been lawfully authorized by the SOLUTIONS PROVIDER).

EXHIBIT "A"

ATTACHMENT 1: PROGRAM SCOPE

SOLUTIONS PROVIDER Legal Name and Address:

SECTION A. BACKGROUND

On , the El Paso City Council awarded , hereinafter referred to as "SOLUTIONS PROVIDER," $ of confiscated funds revenue designated for support of substance abuse prevention and chemical dependency intervention and rehabilitation programs. The funds awarded are to support the implementation of the program described in the SOLUTIONS PROVIDER's funding proposal and as follows. This Program Scope is incorporated into this

(FROM APPLICATION NARRATIVE)

ATTACHMENT 2.

PROJECT BUDGET SUMMARY

(FROM APPROVED AWARD AND BUDGET)

Attachment 2A Reimbursement Request Report

Attachment 2B Employee Monthly Time Report

Attachment 2C Budget Revision Report

Attachment 2D Outcomes Report

ATTACHMENT 3.

Community Solutions for Substance Abuse Application

EXHIBIT "A"

ADDENDUM A

Conflict of Interest Questionnaire

ADDENDUM B

Equal Opportunity Compliance

Addendum B

(Taken from) §130.15 Equal Opportunity clause.

(a) *Government contracts.* Except as otherwise provided, the following equal opportunity clause contained in section 202 of the Order shall be included in each Government contract entered into by the Department (and modification thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(c) *Subcontracts.* Each nonexempt prime *contractor* or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in Government bills of lading, transportation requests, contracts for deposit of Government funds, contracts for issuing and paying U.S. savings bonds and notes, contracts and subcontracts less than $50,000 and such other contracts as the Director may designate.

(e) *Incorporation by operation* of *the order and departmental regulations.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order, the "rules and regulations" and these regulations to include such a clause whether or not it is physically incorporated in such contracts. The clause is applicable to every nonexempt contract where there is no written contract between the Department and the contractor.

(f) *Adaptation* of *language.* Such necessary changes in language may be made in the equal opportunity clauses as shall be appropriate to identify properly the parties and their undertaking

EXHIBIT "A"

ADDENDUM C

CERTIFICATION OF FINANCIAL AND LEGAL INTEGRITY AND REGULATORY COMPLIANCE

EXHIBIT "A"

ADDENDUM D

CERTIFICATION OF CONTRACT COMPLIANCE