



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 16, 2023

Agenda Section: Consent

Agenda Item Title: Approve the General Fund Public Agreement Between South San Antonio ISD and Bexar County Commissioners Court.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance and Counseling

Description: SSAISD and the Bexar County Commissioners Court will partner to administer a program providing mental health services for students and families. SSAISD will provide the services and incur certain costs or expenses, which are eligible for reimbursement. SSAISD agrees to administer the project and perform all activities as further discussed in the agreement.

Historical Data: This will be our first year partnering with Bexar County Commissioners Court

Recommendation: Approve the General Fund Public Agreement Between South San Antonio ISD and Bexar County Commissioners Court.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: SSAISD will be awarded \$3,000.

STATE OF TEXAS
BEXAR COUNTY

☺ **GENERAL FUND PUBLIC**
☺ **PURPOSE GRANT AGREEMENT**

This General Fund Public Purpose Agreement (the “Agreement”) is between BEXAR COUNTY, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and the PROJECT PROVIDER listed below. The funding amount in this Agreement was approved by the Bexar County Commissioners Court on _____, 2023. The Parties agree as follows:

Public Purpose/Authority: The parties understand that the COUNTY is only authorized to expend funds for a public purpose. COUNTY is authorized to appropriate general funds for an item necessary to preserve or protect the public health or safety of the residents of Bexar County (Local Government Code Section 262.024 (a)(2)) (“Public Purpose”).

Term: The term of this Agreement is for a period of one year beginning October 1, 2022 and ending September 30, 2023.

Grant Amount: The total payments under this Agreement shall not exceed **THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00)**. Grant funds will be paid by the COUNTY to the PROJECT PROVIDER as reimbursement for allowable costs that the PROJECT PROVIDER has incurred, based on the billing package submitted by PROJECT PROVIDER. COUNTY, in its sole discretion, will determine whether the Public Purpose of the grant funding was accomplished and whether a cost is allowable.

Payment: PROJECT PROVIDER will submit a billing package (which will include an Invoice in the format detailed in Exhibit C and a Performance Report describing how the Public Purpose was accomplished in the format detailed in Exhibit D), along with sufficient documentation of eligible expenses incurred during the preceding month (e.g., receipts, invoices etc.). All reimbursement decisions are to be made by the Bexar County Auditor (“Auditor”) and in accordance with the Texas Prompt Payment Act. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute.

Termination: COUNTY reserves the right to cancel this Agreement with or without cause at any time during its term. Notice of such cancellation will be made in writing at the address below at least thirty (30) consecutive days prior to the effective date of cancellation.

Required Certifications: By execution of this Agreement, PROJECT PROVIDER, by the undersigned representative of and authorized agent for, verifies and represents and warrants that:

- a) In accordance with Texas Government Code § 2271, PROJECT PROVIDER does not boycott Israel, and will not boycott Israel during the term of this Agreement;

- b) In accordance with Texas Government Code § 2252 PROJECT PROVIDER is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code;
- c) In accordance with Texas Government Code § 2274, PROJECT PROVIDER does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and
- d) In accordance with Texas Government Code § 2274, PROJECT PROVIDER does not boycott energy companies and will not boycott energy companies during the term of the agreement.

Exhibits: The Agreement establishes an obligation on the PROJECT PROVIDER to perform a function that benefits the public. The Agreement includes adequate controls to ensure that public purpose is met. Accordingly, PROJECT PROVIDER agrees to complete the project described in the following attached exhibits:

- Exhibit A—“Work Statement” including a project description
- Exhibit B—“Budget” showing how PROJECT PROVIDER plans to expend COUNTY funds
- Exhibit C—“Invoice” documenting amounts expended
- Exhibit D—“Performance Report” evaluating whether the public purpose was met
- Exhibit E—Indemnification and insurance requirements

PROJECT PROVIDER:

**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By: _____

Name: Charlie Gallardo

Title: Director of Guidance &
Counseling

Address: 1450 Gillette Blvd
San Antonio, TX 78224

Date: _____

BEXAR COUNTY

APPROVED:

By: _____

Thomas Guevara
Chief of Staff
Office of the County Manager

APPROVED AS TO LEGAL FORM:

By: _____

Genevieve "Jean" Gill
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: _____

Leo S. Caldera, CIA, CGAP
County Auditor

Exhibit A
WORK STATEMENT

A. PROJECT PROVIDER NAME/ADDRESS:

South San Antonio Independent School District
1450 Gillette Blvd
San Antonio, TX 78224

B. PROJECT NAME: Mental Health Support Supplies (CARE Zone)

C. STATEMENT OF PROJECT RESPONSIBILITY:

i. Policy/Mission: To improve student outcomes related to mental health and well-being through the delivery of mental health counseling and mental health awareness.

ii. Administration/Staff:

- Charlie Gallardo, Director
- Ronald Flores, Lead Social Worker

D. PROJECT DESCRIPTION (including how project meets statutorily authorized County public purpose): The purchase of mental health materials and supplies to assist social workers who counsel students with grief, stress, anxiety, social emotional issues, etc.

E. SERVICE AVAILABILITY: Counseling will be available between the hours of 7:45 am and 4:45 pm during school days and as needed after hours.

F. TARGET POPULATION: All SAISD students for mental health counseling.

G. ELIGIBILITY CRITERIA: Open to all students who are referred by their counselor or social worker for mental health counseling and includes students in special populations.

H. FEES: No fees will be associated with these services.

GOALS, OBJECTIVES, AND PERFORMANCE INDICATORS

PROJECT PROVIDER NAME: South San Antonio Independent School District

PROJECT NAME: Mental Health Support Supplies (CARE Zone)

REPORTING PERIOD: October 1, 2022 – September 30, 2023

<u>GOALS</u>	<u>OBJECTIVES</u>	<u>PERFORMANCE INDICATORS</u>
By utilizing mental health materials and supplies, expand the delivery of social emotional and mental health therapeutic counseling to improve student outcomes.	By utilizing mental health materials and supplies, deliver quality mental health counseling sessions to students at our campuses and our CARE Zone facility.	By utilizing mental health materials and supplies, there will be a 50% reduction of suicide outcries for students who participated in our district based mental health counseling sessions.

Exhibit B
BUDGET

FUNDING SOURCE REVENUE	
Program Revenue/Service Fee	0.00
Federal Grants	0.00
State Grants	0.00
Local Government Grants	3,000.00
Donations	0.00
Foundations	0.00
In-Kind Revenue	0.00
Special Events	0.00
Total	\$ 3,000.00
BUDGET EXPENSES	
Program Materials/Supplies/Incentives	3,000.00
Total	\$ 3,000.00

PROGRAM BUDGET SUMMARY

Expense Category	Bexar County Funds	%	Other Funds	%	Total
Program Materials/Supplies/Incentives	3,000.00	100%	0.00	0%	3,000.00
Total	\$ 3,000.00	100%	\$ 0.00	0%	\$ 3,000.00

EXPENSE CATEGORY JUSTIFICATION

Expense Category	Bexar County Budget Amount	Explanation For All Costs
Program Materials/Supplies/Incentives	3,000.00	Mental health materials and supplies
Total	\$ 3,000.00	

Exhibit C
INVOICE

PROJECT PROVIDER NAME: South San Antonio Independent School District
 PROJECT NAME: Mental Health Support Supplies (CARE Zone)
 PERIOD COVERED: October 1, 2022 – September 30, 2023 INVOICE NO: _____

Line-Item	Budget	TOTAL Cost to Date	Less Payment Received	\$ MONTHLY Amount Due
Program Materials/ Supplies/Incentives	3,000.00			
Total Budget:	\$ 3,000.00			
Total Due:				\$

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Prepared By: _____ *Date:* _____

Approved By: _____ *Date:* _____

COUNTY USE ONLY	
<i>Reviewed by County</i> _____	<i>Date:</i> _____
<i>Approved by County</i> _____	<i>Date:</i> _____

Exhibit D
PERFORMANCE REPORT

South San Antonio Independent School District
Mental Health Support Supplies (CARE Zone)
FY 2022-2023

Performance Indicator	Goal	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Cumulative Total
Through use of mental health materials and supplies, suicide outcries for students who participated in our district based mental health counseling sessions will be reduced by percentage.	50%													

# Unduplicated Participants per Precinct	
Precinct 1	
Precinct 2	
Precinct 3	
Precinct 4	

Exhibit E

Indemnification and insurance requirements

INDEMNIFICATION

PROJECT PROVIDER AGREES 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 PROJECT 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 PROJECT PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. PROJECT PROVIDER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE PROJECT PROVIDER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE PROJECT 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.

PROJECT PROVIDER shall make this indemnity requirement a requirement of any subcontract where the subcontractor is providing any of the projects required under this Agreement. In any such subcontract, in addition to COUNTY being an indemnitee, PROJECT PROVIDER shall also be named as an indemnitee.

INSURANCE

PROJECT PROVIDER shall procure, pay for, and maintain during the Term:

- A. Commercial general liability insurance of ONE MILLION DOLLARS (\$1,000,000.00), aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each occurrence. County shall be named as an additional insured on this policy; sexual abuse/molestation coverage is required.

- B. PROJECT PROVIDER shall provide COUNTY with Certificates of Insurance and endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.
- C. PROJECT PROVIDER is responsible for all premiums and deductibles due pursuant to all of the insurance policies by the Agreement.
- D. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, PROJECT PROVIDER shall notify the COUNTY of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if PROJECT PROVIDER knows of said change in advance, or ten (10) calendar days' Notice after the change, if PROJECT PROVIDER did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the COUNTY at the following addresses with a copy of this Agreement:

Bexar County Risk Manager
Bexar County Manager's Office
101 Nueva, Suite 901
San Antonio, Texas 78205

Thomas Guevara
Office of the County Manager
101 W. Nueva St., Suite 1024
San Antonio, Texas 78205

- E. If PROJECT PROVIDER fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, COUNTY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any compensation due pursuant to this Agreement; however, procuring of said insurance by the COUNTY is an alternative to other remedies COUNTY may have, and is not the exclusive remedy for failure of PROJECT PROVIDER to maintain said insurance or secure such endorsement. In addition to any other remedies COUNTY may have upon PROJECT PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order PROJECT PROVIDER to stop work hereunder, and/or withhold any payment(s) which become due to PROJECT PROVIDER hereunder until PROJECT PROVIDER demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which PROJECT PROVIDER may be held responsible for payments of damages to persons or property resulting from PROJECT PROVIDER's or its subconsultants' performance of the PROJECTs covered by this Agreement.
- G. It is agreed that PROJECT PROVIDER's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability of PROJECT PROVIDER arising out of operation of this Agreement.
- H. PROJECT PROVIDER agrees to require, by written contract, that all subcontractors

providing projects pursuant to this Agreement shall obtain the same insurance coverages required of PROJECT PROVIDER, and shall provide a certificate of insurance and endorsement that names the PROJECT PROVIDER and the COUNTY as additional insureds.