

AN ORDINANCE 2007 - 04 - 05 - 0376

**AUTHORIZING A CONTRACT IN THE AMOUNT OF \$160,000.00 WITH THE AMERICAN GI FORUM TO PROVIDE OUTREACH AND SUPPORT SERVICES TO UNSHELTERED HOMELESS MEN AND WOMEN FOR THE PERIOD FROM FEBRUARY 26, 2007 THROUGH SEPTEMBER 30, 2007.**

\* \* \* \* \*

**WHEREAS**, due to limited shelter capacity in the downtown area, the City desires to contract with the American GI Forum National Veteran's Outreach Program, Inc. (AGIF) to provide outreach and case management services to relocate unsheltered individuals living in the Josephine/Lexington Street area and the river-reach project construction site area; and

**WHEREAS**, AGIF will provide two, two-person outreach teams who will interact with the homeless to determine shelter preference, assess any medical needs, and provide transportation to shelters and referral agencies, as needed; and

**WHEREAS**, AGIF will also coordinate in assisting individuals with animals needing shelter and protection by providing transportation of animals to kennels; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute a contract in the amount of \$160,000.00 with the American GI Forum National Veteran's Outreach Program, Inc. (AGIF) for outreach and support services to unsheltered homeless men and women for the period from February 26, 2007 through September 30, 2007. A copy of the contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** Funding for this ordinance is available in Fund 11001000 General Fund, Cost Center 3801010001 DCI Management, General Ledger 5201040 Fees to Professional Contractors as part of the FY07 Budget.

**SECTION 3.** Payment not to exceed \$160,000.00 is authorized to AGIF and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SS/mgc  
04/05/07  
Item No. 22b

**SECTION 5.** This ordinance shall be effective on and after April 15, 2007.

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2007.

ATTEST: *Leticia M. West*  
City Clerk

for *Michael Ferrera*  
MAYOR  
PHIL HARDBERGER

APPROVED AS TO FORM: *Hollis Young*  
for City Attorney

# Agenda Voting Results

**Name:** 22A and 22B

**Date:** 04/05/07

**Time:** 04:10:15 PM

**Vote Type:** Multiple selection

**Description:** 22. Consideration of the following items related to homeless initiatives: [Presented by Dennis J. Campa, Director, Community Initiatives; Frances A. Gonzalez, Assistant City Manager]

A. An Ordinance authorizing a contract amendment in the amount of \$128,884.00 to a \$122,715.00 contract with the Salvation Army to include reallocation of \$65,000.00 in funding from the San Antonio Metropolitan Ministry for the Safe Sleep Zones for the period from October 1, 2006 through September 30, 2007.

B. An Ordinance authorizing a contract in the amount of \$160,000.00 with the American GI Forum to provide outreach and support services to unsheltered homeless men and women for the period from February 26, 2007 through September 30, 2007.

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3	Not present			
RICHARD PEREZ	DISTRICT 4	Not present			
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR	Not present			



CMS or Ordinance Number: OR00000200704050376

TSLGRS File Code: 1000-05

Document Title:

ORD - American GI Forum

River Reach Outreach Program FY07

**Ordinance Date:**

**4/5/2007**



CMS or Ordinance Number: CN4600005883

TSLGRS File Code:1000-25

Document Title:  
CONT - American GI Forum  
River Reach Outreach Program FY07

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
2007 JUL -5 PM 1:36

**Commencement Date:**

**6/1/2007**

**Expiration Date:**

**9/30/2007**

DEPARTMENT OF COMMUNITY INITIATIVES

CONTRACT ROUTING SLIP

OM# 571358  
RECEIVED  
MAY 30 2007

City Attorney's Office  
San Antonio, Texas

REQUEST FOR SIGNATURES:

INITIAL      DATE

1. **Homer Garcia III, Interim Contract Coordinator**  
*Department of Community Initiatives*

Homer      5-30-07

Eliza, please forward to City Attorney's Office.

3. **Shreya Shah, City Attorney's Office**  
After signature, please call Eliza Leija 207-8137 for pickup.

SS      6/11/07

4. **Dennis J. Campa, Director**  
*Department of Community Initiatives*

DJC      6/13/07

*After signatures, please return to Contract Section.*

ATTACHMENTS (1):

1) **American GI Forum- Citywide Homeless Outreach Program**  
(SAP# pending) 4600005883

Yolanda,

<i>For Department of Community Initiatives, Contract Section use only</i>	
1 Original to:	City Clerk
1 Copy to:	Sheila Anderson to provide to agency and keep copy for division files
Copies to:	Fiscal (Julie Granando / David Palacios); <u>DM</u>

DCI/OOD Mail Log #: 3268

**CITY OF SAN ANTONIO  
DEPARTMENT OF COMMUNITY INITIATIVES**

**INTERDEPARTMENTAL CORRESPONDENCE SHEET**

**TO:** Dennis J. Campa, Director  
**FROM:** Janice Wehrman, Homeless Services Manager  
**COPIES TO:** File

**SUBJECT: CONTRACT FOR PROFESSIONAL SERVICES for the Department of  
Community Initiatives – FY 2007**

**DATE:** May 17, 2007

**Contract:** American GI Forum  
**Ordinance Authorizing Contract:** No. 2007-04-05-0376 (attached)  
**Date of Ordinance Authorizing Contract:** April 5, 2007

**MAJOR PROVISIONS OF CONTRACT:**

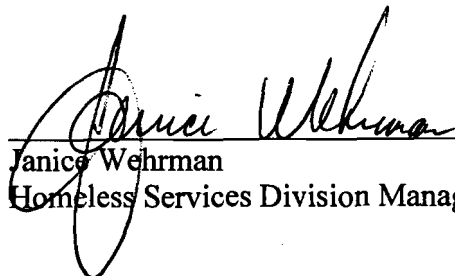
To provide two, two person outreach teams to interact with the homeless to assess needs and shelter preference.

**FISCAL IMPACT:**

Total amount of funds spent on this effort will be \$160,000.00

**MANAGEMENT OF CONTRACT:**

This contract will be monitored by Robert Moreno and David Palacios

  
Janice Wehrman  
Homeless Services Division Manager

May 18, 2007  
Date

Department of Community Initiatives

STATE OF TEXAS \*  
COUNTY OF BEXAR \*  
CITY OF SAN ANTONIO \*

**DELEGATE AGENCY CONTRACT**  
**WITH**  
**AMERICAN GI FORM – NATIONAL VETERAN’S**  
**OUTREACH PROGRAM, INC.**

This Contract is 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 Department of Community Initiatives pursuant to Ordinance No. 2007-04-05-0376 dated April 5, 2007, and the American GI Forum-National Veteran’s Outreach Program, Inc., (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Department of Community Initiatives is designated as the managing City department (hereinafter referred to as “Managing City Department”) for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as “General Fund”) for outreach, case management, and support services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of **\$160,000.00** funds for a project entitled, **Citywide Homeless Outreach Program** (hereinafter referred to as the “Project” or “Program”); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Executive Summary and Balanced Scorecard Performance Plan** affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **February 26, 2007** and shall terminate on **September 30, 2007**.

2.2 The City shall have the option to renew this Contract for an additional period not to exceed one (1) year, subject to (a) the City’s receipt of additional monies sufficient to fund the renewal term; (b) the Contractor satisfactorily meeting the performance requirements of this Contract, as solely determined by the City and (c) the prior approval by the City Council of San Antonio of such Contract renewal, as evidenced by an ordinance duly passed and approved.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 2007-04-05-0376. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$160,000.00**.



3.2 The funding level of this Contract is based on an allocation from the following funding sources:

**\$160,000.00** - General Fund

Consequently, Contractor agrees to comply with sections I and II B of the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

#### IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- 4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request. The Director of the Managing City Department may, in his sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:
- (A) Advance payments to vendors shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that a check is available from the City.
  - (B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited in such account, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that causes the Contractor's account balance to exceed \$100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.
- 4.3 Contractor agrees that reimbursements of eligible expenses shall be made monthly, as determined by the Director of the Managing City Department according to standard procedures followed by the City's Finance Department.
- 4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Managing City Department.

- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- 4.6 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- 4.7 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
- (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII. of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
  - (B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
  - (C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;
  - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
  - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
  - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;
  - (G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
  - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- 4.8 Contractor agrees that Contractor costs or earnings claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.9 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

- 4.10 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City.
- 4.11 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT.

- 6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, the party ultimately responsible for all matters

of compliance with **City of San Antonio** rules and regulations, shall have the final authority to render or secure an interpretation.

- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
- (A) No blank checks are to be signed in advance;
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.
- (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

- 7.3 If Contractor expends less than \$500,000.00 of City dollars, then during the term of this Contract, the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statements financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

*"Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years" or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.*

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole

option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies and procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including Contract Monitoring Report which is affixed hereto and incorporated herein as Attachment IV. The Contract Monitoring Report is to be submitted by the Contractor no later than the 5<sup>th</sup> business day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the

requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

- 8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

- 8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

- 8.7 Within a period not to exceed 90 days from the termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;

- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Contractor's board will become part of the Contractor's project records and as such, must be available to City staff, upon request, provided however, the Contractors shall submit to the City minutes of board meetings that are approved by the Contractor's Board on a quarterly basis for contracts with the City that are in an amount of \$1,000,000.00 or greater.
- (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

**IX. INSURANCE**

9.1 Contractor agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the Managing City Department. Said Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The Certificate will identify this Contract by name or reference this Contract. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been properly delivered to the Managing City Department. No officer or employee of the City shall have authority to waive this requirement. If the City in its sole discretion determines that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit. In such an event, Contractor shall pay for such audit.
- (B) The City reserves the right to review the insurance requirements of this Article before or during the effective period of the Contract and any extension or renewal hereof and to reasonably require modification or amendment to the insurance coverages, limits and endorsements attached thereto, when deemed necessary and prudent by the City's Risk Manager. Such modifications or amendments will be made solely for the purpose of addressing changes in statutory law, court decisions, or circumstances surrounding this Contract.
- (C) Contractor's financial integrity is of interest to City. Contractor shall have the right to maintain reasonable deductibles in such amounts as are approved by City. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-(vii) or better by A.M. Best Company and/or otherwise approved by City's Risk Manager in the following types and amounts:

Policy Types*	Amount
1. Worker's Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 gen aggr
3. Business Auto	\$1,000,000
4. Professional Liability	\$1,000,000

\*if applicable as determined by the City's Risk Manager



- (D) The City shall be entitled, upon request and without expense, to review copies of any and all policies, including current and past declaration pages, schedules and all endorsements thereto as they apply to the limits required by the City, and may make a 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 hereto or the underwriter of any such policies). Upon such request by the City, the Contractor shall exercise every reasonable effort to accomplish such changes in policy coverages, and shall pay the cost thereof.
- (E) Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following provisions:
- Name the City and its officers, employees, volunteers and elected representatives as additional insureds 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;
  - 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;
  - The Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under the Contract with the City of San Antonio.
  - Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
- (F) Contractor shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio  
 Department of Community Initiatives  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

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 or its subcontractors' performance of the work covered under this Contract.

## X. INDEMNITY

### 10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (A) Contractor covenants and agrees to **FULLY INDEMNIFY, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving

any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. 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 promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation of 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.

- (B) It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Article is an INDEMNITY extended by Contractor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the City's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Article SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. Contractor further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

#### XI. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) AND RELATED POLICIES

##### 11.1 Contractor agrees to comply with the following Policies:

- (A) Contractor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Contractor agrees to submit in writing to the City no later than six (6) months from the date of execution of this contract its policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts. Contractor also agrees that Contractor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small Business Economic Development Advocacy Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
- (B) The Contractor agrees to submit to the City a List of Subcontractors/Suppliers Form (the "List") for contracts between \$25,000 to \$200,000 or for contracts over \$200,000, a Good Faith Effort Plan ("GFEP"), either of which indicates Contractor's utilization of Small, Minority and Woman-owned Business. If City approves the List or GFEP, and the City subsequently finds material deficiencies in any aspect of the List or GFEP, Contractor will be required to submit a written report to City's Department of Economic Development, including a Supplemental List or Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental List or Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Contractor. Failure to obtain an approved List or Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all

deficiencies within another ninety (90) days of the date the amount of liquidated damages is initially assessed constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

- (C) The Contractor shall submit to the City no later than six (6) months from the date of execution of this contract a report indicating the utilization of small, minority and women-owned businesses within it's agency to the Managing City Department and the Department of Economic Development.

## XII. APPLICABLE LAWS

- 12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Government Code Chapter 552 pertaining to Texas Public Information Act found at [www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.005.00.000552.00.htm](http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.005.00.000552.00.htm)
  - Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
  - Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
  - Texas Local Government Code can be found at <http://www.capitol.state.tx.us/statutes/go/go005520toc.html>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's

Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (A) Title VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (E) Fair Labor Standards Act of 1938, as amended;
- (F) Equal Pay Act of 1963, P.L. 88-38; and
- (G) All applicable regulations implementing the above laws.

- 12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
- (A) worker's compensation;
  - (B) unemployment insurance;
  - (C) timely deposits of payroll deductions;
  - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  - (E) Occupational Safety and Health Act regulations; and
  - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.
- 12.8 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. Expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.9 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 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 Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 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.

- 13.4 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 Contract shall:
- (A) Participate in any decision relating to this Contract 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; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's

performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

#### XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
- (A) 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;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

#### XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:

- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
- (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
  - (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;
  - (F) The property number shown on the property tag; and,
  - (G) A list of disposed items and disposition
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:
  - (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.



- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

## XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

- (A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- (B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

## XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

## XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

## XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Contract funding during the term of this Contract shall not exceed the foregoing amount;
  - B. modifications to the Balanced Scorecard Performance Plan set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the Executive Summary, also set forth in Attachment I hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (Attachment II) of this Contract;
  - D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.
  - E. modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contract by City, and to amend the budget accordingly which is set forth in Attachment II hereto, in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

#### XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the Grantor of the grant source, if so required by said Grantor.
- 25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:	Contractor:
Director	President
Department of Community Initiatives	American GI Forum-National Veterans Outreach Program, Inc.
115 Plaza de Armas, Ste. 210	611 N. Flores, #200
San Antonio, TX 78205	San Antonio, TX 78205

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract 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.

XXIX. AUTHORITY

29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

#### XXXII. SEVERABILITY

- 32.1 If any clause or provision of this Contract 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 City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract 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.

#### XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high risk" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response
- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.
- 33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the 13 day of June, 2007.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

Dennis J. Campa  
Director  
Department of Community Initiatives

American GI Forum National Veterans  
Outreach Program  
611 N. Flores, #200  
San Antonio, TX 78205

Carlos Martinez  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
Board President (if required by Agency)

*for* Sheya Shah  
City Attorney

ATTACHMENTS:

- Attachment I – Scope of Work
- Attachment II – Budget
- Attachment III – Funding Guide
- Attachment IV – Contract Monitoring Report

## Attachment I

### EXECUTIVE SUMMARY

**Program Description:** The American GI Forum NVOP's San Antonio River/ Museum Outreach Homeless Relocation Program conducts outreach activities to homeless individuals and provides referrals for emergency shelter at The Salvation Army Dave Coy Men's Center and the Hope Center for Women. The program provides a means for homeless individuals to avail themselves of safe, emergency housing and through referrals receive case management services and supportive services. The goal of this program is to facilitate the relocation of homeless individuals from the streets, parks, under bridges, vacant buildings, etc. to a safe shelter where services will be available either directly or thru referrals.

In order to facilitate this process, the Outreach Homeless Relocation Program provides homeless individuals with supportive services. In most instances, the staff members assigned to this program will transport homeless individuals to the Salvation Army centers. Bus tokens or bus passes will be available in order to assist individuals arrive at scheduled appointments. Other supportive services will be made available thru the referral process.

After Salvation Army has processed individuals, the Outreach Homeless Relocation Program staff will follow-up to determine interest in services provided by the American GI Forum NVOP system. Case management will be offered to individuals; however, an emphasis will be provided to veterans. Transportation to the NVOP's Veterans Service Center will be offered to individuals interested in the AGIF services. Persons will be advised of the many services available. These services will include information regarding transitional and permanent housing.

## Balanced Scorecard Performance Plan

<b>Agency Name:</b>	American GI Forum
<b>Project/Program:</b>	San Antonio River/Museum Outreach Homeless Relocation Plan
<b>Contract Period:</b>	February 26, 2007 – September 30, 2007

<b>Program Objective</b>	Conduct outreach to unsheltered Homeless individuals and provide referrals to The Salvation Army Dave Coy Men's Center and Hope Center for Women. AGIF will provide transportation and referrals to other social service agencies. Provide case management to individuals with an emphasis on veterans.
<b>Targeted Participants</b>	Chronically homeless men and women who normally would not seek shelter

### PERFORMANCE MEASURES

DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services # Unduplicated Participants Served (1)	Value 560
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services # of homeless individuals counseled and given color coded referral cards to Salvation Army (2)	Value 350
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services Total number of clients referred to agencies outside of project (drug intervention, medical, mental health programs etc.)(3)	Value 100
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services Total number of persons receiving case management to individuals with an emphasis on veterans. (2)	Value 100
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services Total number of clients provided transportation to The Salvation Army Dave Coy Center and Hope Center for Women's	Value 350

#### Explanatory Notes

(1) The value calculates 80 per month for seven (7) months

(2) The majority of case management will be provided to veterans; however, on a case by case basis, non-veterans will receive services

## FORM 7

## TOTAL HOMELESS SERVICES BUDGET

AGENCY NAME: American GI Forum National Veterans Outreach Program

Submitted: 5/29/07

REVENUES & EXPENDITURES	Actual Revenue FY 2005	Actual Expenditure FY 2005	Actual Revenue FY 2006	Actual Expenditure FY 2006	Projected Revenue FY2007
1. City of San Antonio (COSA)	\$973,596	\$973,596	\$671,648	\$671,648	\$926,648
2. Local Government (other than COSA)	0	0	0	0	0
3. State Government	0	0	0	0	0
4. Federal Government	991,418	991,418	558,106	558,106	721,332
5. United Way	0	0	0	0	0
6. Foundation Grants	330,500	330,500	0	0	0
7. Donation	85,986	85,986	2,300	2,300	8,000
8. Other (list)					
AGIFNVOP	1,434,405	1,434,405	51,447	51,447	53,636
<b>TOTAL</b>	<b>\$3,815,905</b>	<b>\$3,815,905</b>	<b>\$1,283,501</b>	<b>\$1,283,501</b>	<b>\$1,709,616</b>



Attachment II

**TOTAL AGENCY BUDGET**

**AGENCY NAME:** American GI Forum National Veterans Outreach Program, Inc  
Homeless Outreach Program

REVENUES & EXPENDITURES	Actual Revenue FY 2004	Actual Expenditure FY 2004	Actual Revenue FY 2005	Actual Expenditure FY 2005	Projected Revenue FY2006	Proposed Revenue FY2007
1. City of San Antonio (COSA)	\$0	\$0	\$0	\$0	\$0	\$160,000
2. Local Government (other than COSA)	\$0	\$0	\$0	\$0	\$0	0
3. State Government	\$0	\$0	\$0	\$0	\$0	0
4. Federal Government	\$0	\$0	\$0	\$0	\$0	0
5. United Way	\$0	\$0	\$0	\$0	\$0	0
6. Foundation Grants	\$0	\$0	\$0	\$0	\$0	0
7. Donation	\$0	\$0	\$0	\$0	\$0	0
8. Other (list)	\$0	\$0	\$0	\$0	\$0	0
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$160,000

TOTAL AGENCY ADMINISTRATIVE COST ALLOCATION*					
	%		%		%

**\*Administrative cost allocations are to be reported on the total agency's budget.**  
Administrative cost allocations should match the agency's Audit and/or IRS 990

NOTE: Funding from the City will be limited to not more 50% of the total agency revenues and expenditures.  
This total agency revenue will be calculated based on this page, not on the program budget.

Attachment II

PROGRAM BUDGET

RECEIVED

MAY 18 2007

DCI/FISCAL

Agency Name: American GI Forum National Veterans Outreach Program, Inc

Program Title: Homeless Outreach Program

Cost Category	Cost Allocation				Total
	Requested from City		*Other Sources		
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$103,636	65%		0%	\$103,636
Contractual Services	11,675	7%		0%	\$11,675
Commodities	3,200	2%		0%	\$3,200
Fixed Charges	16,489	10%		\$0	\$16,489
Capital Outlay	25,000	16%		0%	\$25,000
<b>Total</b>	<b>\$160,000</b>	<b>100%</b>	<b>\$0</b>	<b>0%</b>	<b>\$160,000</b>

\* Identify all other costs of the program, which are NOT requested to be funded by the City of San Antonio on this page only.

This section reserved for DCI use only.

Approved	<u>Shih Andew</u>	<u>5/11/07</u>
	Program Monitor Signature	Date
Approved	<u>David Palacios</u>	<u>5-18-2007</u>
	Fiscal Monitor Signature	Date
Approved	<u>[Signature]</u>	<u>5-20-07</u>
	Fiscal Planning Manager Signature	Date

Attachment II

PROGRAM BUDGET

Agency Name: American GI Forum National Veterans Outreach Program, Inc

Program Title: Homeless Outreach Program

Cost Category	Cost Allocation				Total
	Requested from City		*Other Sources		
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$103,636	65%		0%	\$103,636
Contractual Services	11,675	7%		0%	\$11,675
Commodities	3,200	2%		0%	\$3,200
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<b>Total</b>	<b>\$160,000</b>	<b>100%</b>	<b>\$0</b>	<b>0%</b>	<b>\$160,000</b>

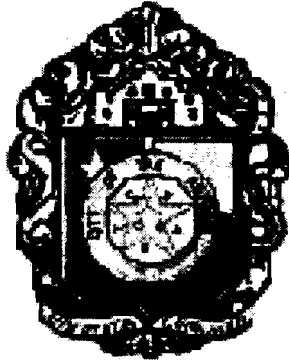
\* Identify all other costs of the program, which are NOT requested to be funded by the City of San Antonio on this page only.

This section reserved for DCI use only.

Approved \_\_\_\_\_  
 Program Monitor Signature Date \_\_\_\_\_

Approved \_\_\_\_\_  
 Fiscal Monitor Signature Date \_\_\_\_\_

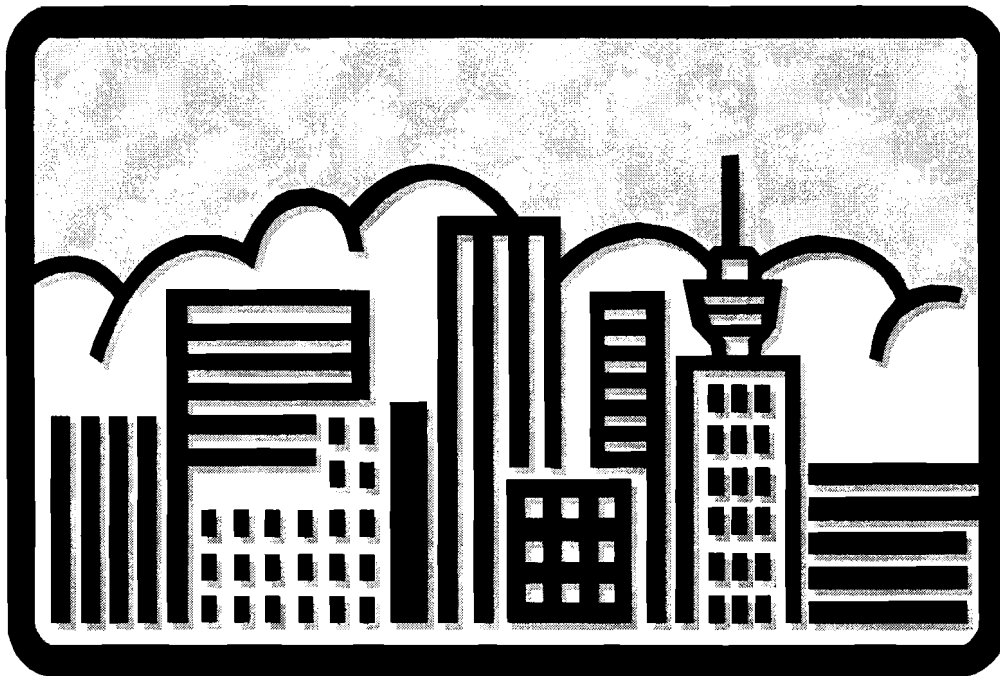
Approved \_\_\_\_\_  
 Fiscal Planning Manager Signature Date \_\_\_\_\_



*CITY OF SAN ANTONIO*

*CONSOLIDATED HUMAN DEVELOPMENT SERVICES FUNDING POOL*

**FUNDING GUIDE**



Collaborative Effort

City of San Antonio Department of Community Initiatives and  
Department of Housing and Community Development

**FY 2007 and FY 2008**

## TABLE OF CONTENTS

	Page
I. Overview	3
II. Contract Administration	4
A. Department of Housing and Community Development	4
B. Department of Community Initiatives	5
III. Statutory Guidelines and Special Provisions	
A. Community Development Block Grant (CDBG) Contractors	7
B. Child Care Development Fund (CCDF) Contractors	10
C. Community Services Block Grant (CSBG) Contractors	13
D. Emergency Shelter Grant (ESG) Contractors	14
E. Housing Opportunities for Persons with AIDS (HOPWA) Contractors	17
IV. Glossary of Terms	20
V. References (Website addresses: applicable laws, regulations and policies)	24

## I. OVERVIEW

A. In an effort to maximize financial resources during fiscal years 2007 and 2008, the City of San Antonio (the "City") through its Departments of Housing and Community Development and Community Initiatives has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities are encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period shall begin in January 2006, and effectively culminate in submission of funding recommendations and budget adoption June 2006. Although some funding sources may be available around July 1, 2006, most funding sources shall be available for release on or about October 1, 2006. Other funds, as they may become available throughout FY07 and FY08 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

B. Contractor agrees that funding from the Consolidated Human Development Services Funding Pool and Human Development Services Funds of City Council ("City Funds") shall be limited to not more than 50% of the revenues for all of Contractor's operations and activities that Contractor has budgeted to be expended each fiscal year for FY2007 and FY2008, respectively. Contractor understands and agrees that the 50% limit is not based on the revenues for the Project, but is based upon and determined by, the revenues for all of the Contractor's operations and activities in each contract year. Contractor shall provide to the Managing City Department, acceptable evidence, as determined solely by the Director of the Managing City Department, that Contractor has secured revenues from sources other than from the City ("Non-City Funding") in an amount that meets the required limit no later than December 31, 2006 for Fiscal Year 2007 and no later than December 31, 2007 for Fiscal Year 2008. If Contractor does not provide the Managing City Department with acceptable evidence of the required amount of "Non-City Funding" by December 31 of the respective contract year, then the Contractor understands and agrees that the Director of the Managing City Department may reduce the amount of "City Funds" provided to Contractor in order to comply with this limit without obtaining the approval of the City Council.

Beginning March 31 of each contract year, and at the end of each quarter thereafter during the term of each contract year, Contractor shall provide to the Managing City Department, acceptable evidence, as determined solely by the Director of the Managing City Department, to demonstrate that Contractor has expended a funding amount from "Non-City Funding" equal to or greater than the amount of "City Funds" expended by Contractor. If Contractor does not provide the Managing City Department with acceptable evidence that funds have been expended as required herein, then the Contractor understands and agrees that the Director of the Managing City Department may reduce the amount of "City Funds" provided to Contractor in order to comply with the required one-to-one (1:1) expenditure ratio of "Non-City Funds" to "City Funds," without first obtaining the approval of City Council.

Funds reduced as a result of either of the requirements above may be reprogrammed upon approval by City Council.

C. Contractor agrees that all amendments to any of the applicable laws in this Contract including the Funding Guide and Federal Compliance Manual shall be incorporated automatically into the Contract.

## **II. CONTRACT ADMINISTRATION**

### **A. Department of Housing and Community Development Administered Contracts**

All Contracts administered by the Department of Housing and Community Development shall comply with the following Special Provisions:

- 1) Contractor understands and agrees from commencement date of contract execution to gather information and data relative to all programmatic and financial reporting.
- 2) Contractor understands and agrees that it will cooperate with the Department of Housing and Community Development staff in such a way so as not to obstruct or delay its monitoring of Contractor's performance and that it shall designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- 3) Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at <http://www.sanantonio.gov/hcd/pdf/Conplan.pdf>. Only CDBG Public Service funds will be distributed through the Request for Proposals generated in connection with this Funding Guide.

## **II. CONTRACT ADMINISTRATION (cont.)**

### **B. Department of Community Initiatives Administered Contracts**

All Contracts administered through the Department of Community Initiatives shall comply with the following Special Provisions:

- 1) Contractor shall comply with the Department of Community Initiatives' policy on Supportive Services as well as any other Department of Community Initiatives policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by said Department upon execution of the contract.
- 2) Contractor shall provide family outreach services and/or application assistance for the Children's Health Insurance Program (CHIP). Contractor shall also provide information on the TexCare Partnership program and application assistance for eligible children who are not currently covered under a health insurance plan. Contractor shall also maintain and provide to the City's Department of Community Initiatives, in a monthly report, the following information:
  1. number of eligible children not covered by a health insurance plan; and
  2. information and application assistance provided by the Contractor to eligible families.
- 3) Contractor shall disseminate information on the School Readiness Guidelines (hereinafter referred to as "Readiness Guidelines") program to all program participants and to the general public. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines, and shall submit on a monthly basis reports of said records to City's Department of Community Initiatives.
- 4) The contractor shall disseminate information to the general public on information about the Women, Infants and Children (WIC) Program. The contractor shall assist families, who may be eligible for WIC services, in locating a WIC program office and provide the necessary referral to the family. The contractor shall provide information about other potential sources of food assistance in the local area to individuals who apply for the WIC program, but who cannot be served because the program is operating at capacity in the local area.
- 5) The contractor shall disseminate information to the general public on information about the Texas Food Stamp Program. The contractor shall assist families, who may be eligible for food stamps, in locating a program office and provide the necessary referral to the family.
- 6) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 7) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants

## **II. Contract Administration (cont'd)**



with referrals to the City of San Antonio, Department of Community Initiatives, and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.

- 8) Contractor shall allow City's Department of Community Initiatives' Community Action staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Community Action Office, located at 115 Plaza de Armas, Ste 150, San Antonio, TX 78205. Community Action staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.
- 9) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization*) and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Contractors may, at the sole discretion of the City, be required to perform these duties.

If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City's award of funds. **Contractors further understand and agree that City may not compensate Contractors for said services. Contractor further understands and agrees that City may not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City.** Contractor shall allow City's Department of Community Initiatives', Community Action staff, to train Contractor's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

- 10) Contractor agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project of the City of San Antonio funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Contractors may, at the sole discretion of the City, be required to perform these duties.
- 11) Contractor agrees that it may be selected to participate in the Child Care Single Portal of Entry (SPE) project of the City of San Antonio Participation in SPE must meet all requirements of SPE project rules. Contractors may, at the sole discretion of the City, be required to perform these duties.
- 12) Contractor agrees to make reports to the City of San Antonio, Department of Community Initiatives in the form requested by the City.

### **III. Statutory Guidelines and Special Provisions**

#### **A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (**hereinafter referred to as Community Development Act**), as amended for utilization in connection with its Community Development Block Grant (CDBG) Program for Public Service. The federal government defines Public Service programs as “activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs.”

#### **Income Eligibility Requirements for Community Development Block Grant (CDBG)**

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development. The Department of Housing and Community Development (HCD) administers the grant for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, and improving community facilities and services.

#### **National Objectives:**

An activity must meet one of the following CDBG National Objectives to be eligible to receive funds:

- (1) Benefit low- and moderate-income families,
- (2) Prevent or eliminate slums or blight, or
- (3) Meet other urgent community development needs.

#### **Population to be served and Beneficiaries**

In most cases, as direct beneficiaries, clients benefiting from CDBG supported public service activities must be documented as having gross annual household incomes not exceeding 80% of San Antonio’s median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines.

The Department of Housing and Community Development has established a Funding Policy under which each application will be considered. This policy identifies a number of general and activity-specific objectives that must be met in order for an application to receive further consideration.

The Funding Policy also makes clear that the Federal CDBG regulations allow up to 15% of the annual grant to be allocated to public service programs. However, the City will award funds to public services based on current funding priorities. Public services include but are not limited to those programs concerned with employment, crime prevention, childcare, day care, health care, drug abuse prevention, education, mental health, energy conservation, welfare, or recreation.

#### **Contractors receiving contracts administered by the Department Housing and Community Development shall comply with the following Special Provisions:**

1) The federal government defines Public Service programs as activities “directed towards improving the community’s public services and/or facilities including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs.” In most cases, as direct beneficiaries, clients benefiting from CDBG supported Public Service activities must be documented as having gross annual household incomes not exceeding eighty-percent (80%) of San Antonio’s median income, adjusted for household size in

accordance with HUD Section 8 Income Guidelines. ***In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.***

2) Successful Proposers funded through CDBG will be subject to the following Special provisions:

- Department of Labor Regulations (29 CFR Part 5, as amended)
- The Copeland Anti-Kickback Act (18 USC 874), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 3, as amended)
- The Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 5, as amended)
- Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 CFR, chapter 60, as amended)
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits

3) Contractor shall comply with applicable uniform administrative requirements, as promulgated in Title 24 CFR 570.502.

4) Contractor further assures and certifies that if the regulations and issuances promulgated pursuant to the Community Development Block Grant rules and guidelines are added to, amended or revised, it shall comply with them or notify the City as provided in this Contract. Contractor understands and agrees that if the regulations and issuances promulgated pursuant to the Community Development Act are amended or revised, it shall comply with them or otherwise immediately notify City pursuant to the provisions of Article XXVI (26.1) of this Contract.

5) Contractor understands and agrees that eligible activities funded under the Community Development Block Grant (CDBG) Program, must meet the National Objectives as defined in the Code of Federal Regulations, 570.208 (a)(2)(1)(A), stating that the services provided must be a direct benefit to “low and moderate” income-limited clientele.

6) Contractor assures and certifies that it will comply with the requirements of the Community Development Act and with all applicable Community Development Block Grant (CDBG) regulations promulgated there under as Title 24 570.200 of the Code of Federal Regulations.

7) Contractor assures that all contractors and subcontractors receiving funds in connection with a CDBG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY’s Federal Compliance Manual. A copy of said Federal Compliance Manual shall be provided to Contractor as part of every Contract awarded in connection with this Project. ***In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as “Exhibit 1” to this Funding Guide.***

8) The following Special Condition Clauses are applicable to **all** CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following

federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **III. Statutory Guidelines and Special Provisions (cont.)**

#### **B. Child Care Development Fund Block Grant (CCDF)**

The City of San Antonio receives CCDF funds through a contract with the Alamo Workforce Development, Inc. hereinafter referred to as Alamo WorkSource. Based on availability, federal matching funds will support local initiatives that improve the quality of early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.
- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas WorkSource Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Community Initiatives upon request.
- Any other applicable federal, state, and local laws, including City and Alamo WorkSource, Inc. rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) **ADDITIONAL RIGHTS IN DATA**

Alamo WorkSource shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) **ADDITIONAL ETHICS REQUIREMENTS**

- a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.
- b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo WorkSource at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES

In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Alamo WorkSource in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director  
115 Travis, Suite 220  
San Antonio, TX 78205

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VII, Section 7.3 and Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Alamo WorkSource and shall continue to be available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Alamo WorkSource.

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Alamo WorkSource.

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Alamo WorkSource. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Alamo WorkSource., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.



### **III. Statutory Guidelines and Special Provisions (cont'd)**

#### **C. Community Services Block Grant (CSBG)**

##### **Applicable Laws**

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

1) Contractors funded through CSBG shall comply with the following laws:

- Public Law 103.252 which can be found at [www.ncaf.org/csbg.htm](http://www.ncaf.org/csbg.htm)
- Community Services Block Grant 42 USC Sections 9901 through 9926
- TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards

2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Federal Poverty Income Level (FPIL) as established by the U.S. Department of Health and Human Services.

3) Contractor agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Contractor's service delivery throughout the Contractor's service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandates this requirement in accordance with CSBG Policy Issuance 98.12.8.

### III. Statutory Guidelines and Special Provisions (cont'd)

#### D. Emergency Shelter Grant (ESG)

##### Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Shelter Grants program provides homeless persons with basic shelter and essential supportive services. It can assist with the operational costs of the shelter facility, and for the administration of the grant. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

ESG funds are available for the rehabilitation or remodeling of a building used as a new shelter, operations and maintenance of the facility, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, childcare, etc.), homeless prevention, and grant administration.

1) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other federal, state and local grants; and from "in-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time. (See paragraph 4 on page 16. Language appears to be a duplication.)

2) Contractors funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm>
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Contractor assures that all contractors and subcontractors receiving funds in connection with an ESG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual. A copy of said Federal Compliance Manual shall be provided to Contractor as part of every Contract awarded in connection with this Project. ***In the event of conflict between this Contract and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit 1" to this Funding Guide.***

4) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local

**grants and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects. "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time may be used as match for service contracts such as operations of a facility or supportive services. (Language appears to duplicate language on paragraph 1 of page 15)**

5) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

6) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
  
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### III. Statutory Guidelines and Special Provisions (cont'd)

#### E. Housing Opportunities for Persons with AIDS (HOPWA)

##### Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons With Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

1) Contractors funded through HOPWA shall comply with the following laws:

- HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at <http://www.hud.gov/offices/cpd/aidshousing/lawsregs/regs/index.cfm>
- Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

2) Contractor assures that all contractors and subcontractors receiving funds in connection with a HOPWA funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual. A copy of said Federal Compliance Manual which shall be provided to Contractor as part of every Contract awarded in connection with this Project. ***In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit 1" to this Funding Guide.***

3) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

4) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act

(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## IV. GLOSSARY OF TERMS

**Amendment** – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

**Audit** - A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Funding Guide, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

**AWS** - The Alamo WorkSource, Inc.

**AWDB** - The Alamo Workforce Development Board

**City** - City of San Antonio, a Texas municipal corporation

**Contractor** - A service provider or program operator under contract with the City of San Antonio.

**CCDF** – Child Care Development Funds

**CSBG** - Community Services Block Grant

**ESG** – An acronym for the Emergency Shelter Grant from HUD

**Family:** See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage or adoption.

**Federal Poverty Income Limits (FPIL)** – see Poverty Level

**General Fund** - Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City's budget through an ordinance.

**Grantor** – The organization that provides grant funds to the City.

**HHS** – U.S. Department of Health and Human Services

**HOPWA** – Housing Opportunities for Persons with AIDS grant from HUD

**Household:** One or more persons occupying a housing unit.

**HUD** – U.S. Department of Housing and Urban Development



**HUD Income Definitions** - Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- A. Wages, salaries, tips, commissions, etc;
- B. Self-employment income from own non-farm business, including proprietorships and partnerships
- C. Farm self-employment income
- D. Interest, dividends, net rental income, or income from estates or trusts;
- E. Social Security or railroad retirement;
- F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- G. Retirement, survivor, or disability pensions; and
- H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

**Low- and moderate-income household** - a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

**Low- and moderate-income person** - a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Moderate-income household** - a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

**Moderate-income person** - a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**Monitoring** - The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

**Ordinance** - A law enacted by the City Council of the City of San Antonio

**Participant** - An individual who has been determined eligible for and who is receiving program services.

**Policies** - Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

**Poverty Level** - The annual income threshold at or below which families are considered to live in poverty as established by the U.S. Department of Health and Human Services. 2006 Poverty level is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. Updated FPIL can be found at <http://www.hhs.gov/>

<b>Persons in Family or Household</b>	<b>48 Contiguous States and D.C.</b>	<b>Alaska</b>	<b>Hawaii</b>
1	\$ 9,800	\$12,250	\$11,270
2	13,200	16,500	15,180
3	16,600	20,750	19,090
4	20,000	25,000	23,000
5	23,400	29,250	26,910
6	26,800	33,500	30,820
7	30,200	37,750	34,730
8	33,600	42,000	38,640
For each additional person, add	3,400	4,250	3,910

**Procedures** - A document that specifies the way to perform an activity and identifies the position responsible for its performance.

**Profit** - An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for WIA (need to spell out what WIA stands for) related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

**Program Income** - For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract; and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

**Section 8 Income Guidelines** - Income limits established by the Department of Housing and Urban Development (HUD). The newest limits can be found at the HUD website [www.hud.gov](http://www.hud.gov)

HUD 2005 Section 8 Income Guidelines

<b>Family Size</b>	<b>Low Income (80% of Median)</b>	<b>Very Low Income (50% of Median)</b>	<b>Extremely Low Income (30% of Median)</b>
<b>1</b>	<b>\$28,850</b>	<b>\$18,050</b>	<b>\$10,800</b>
<b>2</b>	<b>\$32,950</b>	<b>\$20,600</b>	<b>\$12,350</b>
<b>3</b>	<b>\$37,100</b>	<b>\$23,200</b>	<b>\$13,900</b>
<b>4</b>	<b>\$41,200</b>	<b>\$25,750</b>	<b>\$15,450</b>
<b>5</b>	<b>\$44,500</b>	<b>\$27,800</b>	<b>\$16,700</b>
<b>6</b>	<b>\$47,800</b>	<b>\$29,850</b>	<b>\$17,900</b>
<b>7</b>	<b>\$51,100</b>	<b>\$31,950</b>	<b>\$19,150</b>
<b>8</b>	<b>\$54,400</b>	<b>\$34,000</b>	<b>\$20,400</b>

**Service Provider** - Also referred to as the contractor.

**Supportive Services** - May include the following: linkages to community services, assistance with transportation costs, assistance with child care, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

## V. REFERENCES

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document. If you are unable to access via the link provided, please copy the link and paste into your browser address line.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202) as amended  
<http://www.eeoc.gov/policy/adea.html>
- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990  
<http://www.eeoc.gov/policy/ada.html>
- **City Charter of the City of San Antonio**  
<http://www.sanantonio.gov/atty/reference/charter.htm>
- **City of San Antonio Ethics Code**  
<http://www.sanantonio.gov/atty/Ethics/codetext.htm>
- **Civil Rights Act** of 1991 (Public Law 102-166)  
<http://www.eeoc.gov/laws/cra91.html>
- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352)  
<http://www.eeoc.gov/policy/cra91.html>
- **Code of Federal Regulations (CFR)**  
<http://www.hudclips.org/cgi/index.cgi> for CDBG, ESG and HOPWA funded activities  
<http://www.gpoaccess.gov/cfr/index.html> for all other federally funded activities
- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688)  
<http://www.dol.gov/oasam/regs/statutes/titleix.htm>  
<http://www.usdoj.gov/crt/cor/coord/titleixstat.htm>
- **Federal Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker's Compensation Commission Rules Chapter 169  
[http://www4.law.cornell.edu/uscode/html/uscode41/usc\\_sup\\_01\\_41\\_10\\_10.html](http://www4.law.cornell.edu/uscode/html/uscode41/usc_sup_01_41_10_10.html)  
<http://www.ci.league-city.tx.us/documents/Human%20Resource/DRGPOLIC.htm>
- **Equal Pay Act** of 1963 (Public Law 88-38)  
<http://www.eeoc.gov/types/epa.html>
- **Employee Retirement Income Security Act (ERISA)** of 1974 (Public Law 93-406)  
[http://www.efast.dol.gov/ebsa/compliance\\_assistance.html](http://www.efast.dol.gov/ebsa/compliance_assistance.html)
- **Fair Labor Standards Act** of 1938, as amended  
<http://www.dol.gov/esa/regs/statutes/whd/0002.fair.pdf>
- **Internal Revenue Service (IRS)**  
<http://www.irs.gov/index.html> or

<http://www.irs.gov/newsroom/article/0,,id=151226,00.html> (for mileage rates)

- **Occupational Safety and Health Act** regulations

<http://www.osha.gov/comp-links.html>

- **OMB Circulars**

<http://www.whitehouse.gov/omb/circulars/index.html>

- **Public Laws**

<http://www.gpoaccess.gov/plaws/index.html>

**NOTE:** For most public laws listed in this document, you will need to go to the section of the website entitled "Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress" then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104<sup>th</sup> Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112)

<http://www.eeoc.gov/policy/rehab.html>

- Sections 501 through 509 of the **Rehabilitation Act** of 1973

<http://www.access-board.gov/enforcement/Rehab-Act-text/title5.htm>

- Section 504 of the **Rehabilitation Act** of 1973 for CDBG, ESG and HOPWA contracts

<http://www.hud.gov/progdesc/s-504.cfm>

- For CSBG and CCDF contracts

<http://www.hhs.gov/ocr/504.html>

- Texas Administrative Code TAC)

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC)

- ■ **Texas Comptroller of Public Accounts** (for State Agency mileage rates)

<https://fm.xcpa.state.tx.us/fm/travel/milerate/index.php>

<http://www.window.state.tx.us/fm/statewise/05/10/5.html> (for State Agency per diem rates)

- **Texas Statutes (Codes)**

<http://www.capitol.state.tx.us>

**NOTE:** The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.

- **Texas WorkSource Commission** <http://www.twc.state.tx.us/>

- **Worker's Compensation** statutory regulations

<http://www.tdi.state.tx.us/wc/referencesandforms.html>

- **Unemployment Insurance** statutory regulations

<http://www.twc.state.tx.us/customers/rpm/rpmsub1.html>

- **United States Code (USC)**  
<http://uscode.house.gov/search/criteria.shtml>
- **United States General Services Commission (travel per diem rates)**  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

**TEMPLATE**

**Contract Monitoring Report**  
 Department of Community Initiatives  
 FY 06/07

*Attachment II*

Agency Name:                      Agency Name  
 Program Name                      Program Name  
 Month of                              October-06  
 Program/Contract Year              Feb 07 - Sept 07

Prepared By:  
 Name

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Pgm Total	YTD Actual	YTD % Ach
Approved Budget	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Amount Expensed	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
Program Performance Measure	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
Program Performance Measure	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
Program Performance Measure	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
Program Performance Measure	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
Program Performance Measure	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
# Unduplicated Participants Served	P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	A	0	0	0	0	0	0	0	0	0	0	0	0		0	#DIV/0!
# Unduplicated Participants per Council District																Cumulative/District
Council District #1																0
Council District #2																0
Council District #3																0
Council District #4																0
Council District #5																0
Council District #6																0
Council District #7																0
Council District #8																0
Council District #9																0
Council District #10																0
Unknown District or Other																0
Remarks:																
1 Remark																
2 Remark																
3. Remark																

**MEETING OF THE CITY COUNCIL**

*Track Ordinance*

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER:

22 B DM

DATE:

APR 05 2007

MOTION:

*Radde/McNeil*

ORDINANCE NUMBER:

2007-04-05-0376

RESOLUTION NUMBER:

ZONING CASE NUMBER:

TRAVEL AUTHORIZATION:

ROGER G. ... District 1			
SHEILA D. ... District 2			
ROLAND ... District 3			
RICHARD ... District 4			
PAT ... District 5			
DELICIA ... District 6			
ELENA ... District 7			
ART ... District 8			
KEVIN ... District 9			
CHRISTOPHER ... District 10			
PHIL ... Mayor			

**CONSENT AGENDA**