

AN ORDINANCE 2011-06-23-0589

AUTHORIZING AN AGREEMENT WITH THE SAN ANTONIO HOUSING AUTHORITY TO PROVIDE FUNDING FOR THE STAGING OF FARMER'S MARKETS AND THE IMPROVEMENT OF LAND FOR COMMUNITY WALKING TRAILS ACCESSIBLE TO THE PUBLIC AND FOR RELATED SERVICES, FUNDED BY THE AMERICAN REINVESTMENT AND RECOVERY ACT OF 2009 – COMMUNITIES PUTTING PREVENTION TO WORK GRANT, IN AN AMOUNT UP TO \$220,967.00 FOR A TERM BEGINNING JUNE 23, 2011 AND ENDING ON MARCH 18, 2012.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District received \$15.6 million dollars from the Centers for Disease Control and Prevention (CDC) to fund the Communities Putting Prevention to Work (CPPW) grant via the American Reinvestment and Recovery Act (ARRA) in March 2009; and

WHEREAS, this project aims to reduce and prevent obesity in children and adults by promoting policy, system, and environmental changes across Bexar County through partnerships with several local businesses, organizations, school districts, and other City of San Antonio departments; and

WHEREAS, the primary goals of the CPPW grant are to promote physical activity and healthy eating by increasing access to fitness resources, increasing access to healthy foods, and establishing policies conducive to active living; and

WHEREAS, this funding and shared use agreement with the San Antonio Housing Authority (SAHA) will promote both fitness and healthy food resources for SAHA and City residents through two projects within the CPPW workplan; and

WHEREAS, this agreement will improve access to healthy foods, primarily fresh produce, by providing funding for the improvement of the grounds and surrounding area for the establishment of an on-going farmer's market at SAHA's Hemisview property, and further providing equipment and other resources at this property; and

WHEREAS, this agreement will improve fitness resources for SAHA residents and other community members through the improvement of land to provide publicly-accessible walking/biking trails at five (5) SAHA residential properties in CPPW target zones which will be open to the general public; and

WHEREAS, SAHA will be required to maintain the farmers' market property and all improved trails to be open to the San Antonio public and to be aesthetically pleasing and safe for all users;
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 San Antonio Metropolitan Health District or his designee is hereby authorized to execute an agreement with the San Antonio Housing Authority to provide funding for the staging of farmer's markets and the improvement of land for community walking trails accessible to the public and for related services in an amount up to \$220,967.00 for a term beginning June 23, 2011 and ending on March 18, 2012. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Fund 2302236001 entitled "ARRA CPPW" and Internal Order 136000000465, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this cooperative contract.

SECTION 3. The sum of \$220,967.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5202025 "Other Contractual Services". Payment is authorized to the San Antonio Housing Authority upon issuance of a Purchase Order

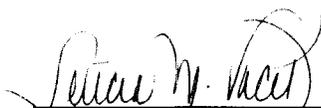
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project 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.

SECTION 5. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 23rd day of June, 2011.


M A Y O R
Julián Castro

ATTEST:

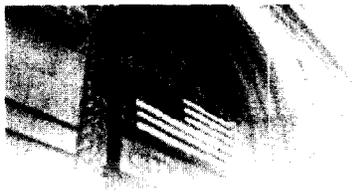


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

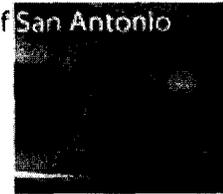


for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 51

Name:	6A, 6B, 6C, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 27, 28, 29, 30A, 30B, 31, 32, 33A, 35, 36, 37, 38A, 38B, 38C, 38D, 38E, 38F, 38G, 38H, 38I, 38J, 38K, 38L, 38M, 38N, 38O, 38P, 38Q, 38R, 38S, 38T, 40, 41, 43, 44, 45, 46, 47, 49A, 49B, 49C, 49D, 50, 51, 52, 53A, 53B, 54, 55, 56A, 56B, 57						
Date:	06/23/2011						
Time:	09:57:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with the San Antonio Housing Authority to provide funding for the staging of Farmer's Markets and the improvement of land for community walking trails accessible to the public and for related services in an amount up to \$220,967.00 for a term beginning June 23, 2011 through March 18, 2012. [Sharon De La Garza, Assistant City Manager; Charles E. Pruski, Interim Deputy Public Health Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

City of San Antonio
Metropolitan Health District
332 W. Commerce, Suite 108
San Antonio, TX 78205

San Antonio Housing Authority
818 S. Flores
San Antonio, TX 78204

Funding and Shared Use Agreement

This Funding Agreement (the “Agreement”) is entered into between the San Antonio Housing Authority (“SAHA”), and the City of San Antonio (“City”), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (“SAMHD”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, in early 2010 the federal government awarded the City, on behalf of the SAMHD an American Reinvestment and Recovery Act - Communities Putting Prevention to Work (“ARRA-CPPW”) grant for \$15.6 millions in order to make policy, environmental, and systems changes to prevent obesity; and

WHEREAS, two of the broad goals of the ARRA-CPPW grant are to increase physical activity and to positively change social norms regarding physical activity, with specific strategies including encouraging property development and community programs which promote healthy eating habits, active living, active transport and increased recreational physical activity; and

WHEREAS, this agreement is intended to increase access to physical activity and healthier and nutritional food through the collaboration of SAHA and the City to create an on-going farmers’ market and to improve trails on SAHA residential properties in ARRA-CPPW target zones for the use of both SAHA residents and the general citizenry of the City of San Antonio; and

WHEREAS, the City Council finds that the improvements and planning of farmers’ markets and walking trails in SAHA properties that will then be made available to all the citizens of San Antonio is a public purpose that will benefit the health and welfare of the City of San Antonio; and

NOW THEREFORE, this Funding Agreement of the Parties delineates the responsibilities of each of the Parties:

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration SAHA will be provided funding for the planning, improvement and management of infrastructure for farmers’ markets and walking trails on SAHA properties that will then be made available to all citizens of the City of San Antonio (the “Project”).

II. TERM

2.1 This agreement becomes effective immediately upon execution by SAHA and the City and will terminate on March 18, 2012

III. JOINT ACKNOWLEDGMENTS

3.1 The SAHA agrees and understands that the City expects to pay all obligations, and to acquire all necessary equipment set out within this Agreement dependent upon 2009 American Recovery and Reinvestment Act ("ARRA"), U.S. Department of Health and Human Services ("HHS") and Centers for Disease Control and Prevention ("CDC") funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor SAHA will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

IV. RESPONSIBILITIES OF THE CITY

4.1 In consideration of SAHA'S performance of all services and activities set forth in this Agreement, City agrees to reimburse SAHA for all Eligible Expenses (as defined in Section 7.01) for the Project incurred hereunder in an amount not to exceed TWO HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS AND NO/100THS (\$220,967.00).

4.2 City shall not be obligated nor liable under this Agreement to any party, other than SAHA, for payment of any monies or for the provision of any goods or services.

4.3 The City, through SAMHD staff will provide input and guidance regarding farmer's market and walking trail development and management throughout the course of this Agreement.

V. RESPONSIBILTIES OF SAHA

5.1 SAHA, in accordance and compliance with the terms, provisions and requirements of this Agreement, and the Budget set out in Attachment I, shall enter into an agreement with one or more contractors for the following activities:

5.1.1 Planning, improvement and installation of infrastructure for a farmer's market at HemisView Village Apartments, 401 Santos Street;

5.1.2 Planning, improvement and installation of infrastructure for walking and biking trails on the following five (5) SAHA community properties:

- 1) Alazan Courts
1011 S. Brazos

- 2) Cassiano Apartments
2919 S. Laredo
- 3) Lincoln Heights Apartments
1315 N. Elmendorf
- 4) Springview Apartments
722 S. Rio Grande
- 5) Springhill Apartments
4830 Ray Bon

5.2 SAHA agrees to use a process to select its contractor(s) that includes solicitation of multiple potential entities and selection is based on a reasonable evaluation of qualifications, experience, price and the ability to meet the needs of SAHA and the provisions of this Agreement.

5.3 SAHA will secure all necessary permits and approvals prior to the start of the Project, including but not limited to, all City of San Antonio permits and approval of the Project by SAMHD.

5.4 SAHA's agreements with its contractor(s) and any change orders will be subject to the review and approval of City.

5.5 SAHA will manage the improvement of each of the properties identified above and further agrees to maintain all identified properties for the purposes made possible as a result of this agreement, to wit, maintain farmers' market property and trails to be both aesthetically pleasing and safe for all users.

5.6 SAHA agrees that it will contract with the San Antonio Food Bank, or other suitable party as approved by City, for the planning and management of monthly, or more frequent, farmers' market events.

5.7 SAHA shall submit reports and tracking records to SAMHD on a monthly basis, or at a minimum, on a quarterly basis as determined by SAMHD. Reports will be submitted no later than those dates listed below:

- | | | |
|-------------------------|---|------------------|
| 1 st Report: | - | July 10, 2011 |
| 2 nd Report | - | October 10, 2011 |
| 3 rd Report | - | January 10, 2012 |
| Final Report | - | April 10, 2012 |

5.8 SAHA agrees that its staff and participants will provide feedback regarding the implementation of the funding agreement and behavior outcomes for residents regarding the improved trails. The evaluation may consist of in-person and telephone questionnaires and focus groups involving participants and SAHA case managers.

5.9 SAHA agrees that it will adopt policies reflecting the intention to design properties and programs which promote active and healthy living.

5.10 SAHA agrees that the farmer's market and trails developed under this Agreement will be operational and open to the public (i.e., not restricted to property residents).

VI. REQUESTS FOR and RETENTION of RECORDS

6.1 SAHA and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 SAHA shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, SAHA shall retain the records until the resolution of such litigation or other such questions. SAHA acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require SAHA to return said documents to City prior to or at the conclusion of said retention.

6.3 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 SAHA receives inquiries regarding documents within its possession pursuant to this Agreement, SAHA 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 SAHA shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of SAHA's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VII. ALLOWABLE EXPENDITURES AND OWNERSHIP OF PROPERTY

7.1 SAHA may use the funds provided under the terms of this Agreement for costs directly associated with the Project as may be approved by the City ("Eligible Expenses"). Expenditures of the funds by SAHA provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 SAHA further represents and warrants that as of the date hereof:

8.1.1 All information, data or reports heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.

8.1.2 It is financially stable and capable of fulfilling its obligations under this Agreement and that SAHA shall provide City immediate written notice of any adverse material change in the financial condition of SAHA that may materially and adversely effect its obligations hereunder.

8.1.3 None of the provisions contained herein contravene or in any way conflict with the authority under which SAHA is doing business or with the provisions of any existing indenture or agreement of SAHA.

IX. TERMINATION

9.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

9.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article X - Notice.

9.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article X - Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

9.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.

9.4 Defaults With Opportunity for Cure. Should the SAHA default in the performance of this Agreement in a manner stated in this section 9.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. The SAHA shall have ten (10) calendar days after receipt of the written notice, in accordance with Article X - Notice, to cure such default. If the SAHA fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against SAHA's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

- 9.4.1 Bankruptcy or selling substantially all of company's assets
- 9.4.2 Failing to perform or failing to comply with any covenant herein required
- 9.4.3 Performing unsatisfactorily

9.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

9.6 Regardless of how this Agreement is terminated, SAHA shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by SAHA, or provided to SAHA, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by SAHA in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at SAHA's sole cost and expense. Payment of compensation due or to become due to SAHA is conditioned upon delivery of all such documents, if requested.

9.7 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, SAHA shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by SAHA to submit its claims within said thirty (30) calendar days shall negate any liability on the part of City and constitute a **Waiver** by SAHA of any and all right or claims to collect moneys that SAHA may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

9.8 Upon the effective date of expiration or termination of this Agreement, SAHA shall cease all operations of work being performed by SAHA or any of its subcontractors pursuant to this Agreement.

9.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue SAHA for any default hereunder or other action.

X. NOTICE

10.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Director
SAMHD
332 W. Commerce, Suite 307
San Antonio, TX 78205

If to the SAHA:

Lourdes Castro Ramirez
President, CEO
San Antonio Housing Authority
818 S. Flores
San Antonio, TX 78204

XI. TERMS AND CONDITIONS RELATED TO ARRA (STIMULUS) FUNDS

11.1 The SAHA acknowledges that Equipment provided under this Agreement was made possible by funds from the 2009 American Recovery and Reinvestment Act. As such, the SAHA agrees to comply with all terms and conditions, as applicable, associated with said funds as directed by the City or as required in this Agreement, including but not limited to:

- a) The American Recovery and Reinvestment Act (ARRA);
- b) 2 C.F.R. 176.210 *et seq.*;
- c) The terms and conditions of ARRA/CPPW Grant Number 1U58DP002453-01 as set out in an award letter to CITY (attached hereto, and incorporated herein, as Attachment II), as well as relevant ARRA information memorandum and publications issued by the federal government;
- d) The following Department of Management and Budget (OMB) Circulars, as applicable to the funds received by the DEPARTMENT hereunder:
 - i. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
 - ii. OMB Circular A-110, entitled, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 - iii. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

**XII. ADMINISTRATION OF AGREEMENT
and RESTRICTIONS ON USE OF FUNDS**

12.1 The SAHA agrees to comply with all the terms and conditions that the City must comply with in its award document from CDC/HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as Attachment II. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Agreement collectively as Attachment II.

12.2 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 Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the SAMHD, as representatives of the City and the parties ultimately responsible for all matters of compliance with CDC/HHS/ARRA and City rules and regulations, shall have the final authority to render or secure an interpretation.

12.3 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, SAHA shall submit all required deliverables to City. SAHA understands and agrees that in conjunction with the submission of the final report, the SAHA shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

12.4 SAHA shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, SAHA shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, SAHA agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

12.5 SAHA shall make available to City, CDC, HHS, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to SAHA's facility and to SAHA's personnel for the purpose of interview and discussion related to such documents. SAHA shall, upon request, transfer certain records to the custody of City, CDC or HHS when City, CDC or HHS determines that the records possess long-term retention value.

12.6 The SAMHD is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general or grant funds, including the Project covered by this Agreement. Therefore, SAHA agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess SAHA's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the SAMHD, the SAHA shall furnish to the SAMHD and the Grantor of the Grant Funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by the SAMHD and shall 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 Agreement. SAHA agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement.

12.7 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to SAHA, or SAHA subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

12.8 City agrees that it will present the findings of any such review to the SAHA in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

12.9 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the SAMHD shall be submitted by SAHA to City within five (5) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that SAHA fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to SAHA until such reports are delivered to City. Furthermore, the SAHA ensures that all information contained in all required reports or information submitted to City is accurate.

12.10 Unless disclosure is authorized by the City, SAHA agrees to maintain in confidence all information pertaining to the Project 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 Agreement. SAHA 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, SAHA shall give the Director of the SAMHD prior written notice that such disclosure is required with a full and complete description regarding such requirement. SAHA shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding

the Confidential Information with SAHA’s employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit HHS’s, the CDC’s or the City’s or its authorized representatives’ right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, SAHA shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

12.11 SAHA will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with ARRA-CPPW grant funds that either (i) has an purchase price of \$5,000.00 or greater; or (ii) meets such other criteria as City may prescribe, and consistent with those requirements set out in Attachment III. Upon request, SAHA will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve SAHA's inventory tracking system.

XIII. INSURANCE

13.1 A) Prior to the commencement of any work under this Agreement, SAHA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Health Department, which shall be clearly labeled “*ARRA-CPPW Farmers Market and Walking Trails Project*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Health Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) SAHA’s financial integrity is of interest to the City; therefore, subject to SAHA’s right to maintain reasonable deductibles in such amounts as are approved by the City, SAHA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAHA’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
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1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) SAHA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of SAHA herein, and provide a certificate of insurance and endorsement that names the SAHA and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). SAHA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. SAHA shall pay any costs incurred resulting from said changes.

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

F) SAHA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and

activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- 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;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SAHA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SAHA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the City may have upon SAHA's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order SAHA to stop work hereunder, and/or withhold any payment(s) which become due to SAHA hereunder until SAHA demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which SAHA may be held responsible for payments of damages to persons or property resulting from SAHA's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that SAHA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) SAHA and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIV. INDEMNIFICATION

14.1 SAHA and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized

therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. SAHA and City shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

XV. APPLICABLE LAW

15.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

15.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XVI. AMENDMENTS

16.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and SAHA. The Director of the SAMHD may execute contract amendments on behalf of City in the following circumstances a) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, b) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and c) changes in state or federal regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LEGAL AUTHORITY

18.1 The signer of this Agreement for SAHA represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of SAHA and to bind SAHA to all of the terms, conditions, provisions and obligations herein contained.

XIX. ENTIRE AGREEMENT

19.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and SAHA.

CITY

**SAN ANTONIO HOUSING
AUTHORITY**

City of San Antonio

Date

Date

APPROVED AS TO FORM:

City Attorney

SAHA Walking Trails and Farmer's Market Budget

Walking Trails		Totals
Alazan Courts		\$20,577
Materials	\$10,577	
Labor	\$10,000	
Cassiano Apartments		\$30,250
Materials	\$14,250	
Labor	\$16,000	
Lincoln Heights Apartments		\$31,317
Materials	\$11,817	
Labor	\$19,500	
Springhill Apartments		\$55,670
Materials	\$35,670	
Labor	\$20,000	
Springview Apartments		\$43,575
Materials	\$17,575	
Labor	\$26,000	
Walking Trails Total		\$181,389
Famer's Market		
HemisView Village Apartments		\$39,577
Materials	\$24,477	
Labor	\$6,500	
Utilities	\$6,600	
Supplies	\$1,500	
Permits & Fees	\$500	
Project Total		\$220,966



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 1U58DP002453-01 REVISED

Principal Investigator(s):
Jennifer Herriott

Project Title: CATEGORY A: COMMUNITIES PUTTING PREVENTION TO WORK

FERNANDO GUERRA
SAN ANTONIO METROPOLITAN HEALTH
332 WEST COMMERCE STREET
SAN ANTONIO, TX 78205

Budget Period: 03/19/2010 – 03/18/2012

Project Period: 03/19/2010 – 03/18/2012

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to SAN ANTONIO METROPOLITAN HEALTH DISTRICT in support of the above referenced project. This award is pursuant to the authority of 301A,311BC,317K2(42USC241A,243BC247BK2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Tracey M Sims
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U58DP002453-01 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$704,886
Fringe Benefits	\$259,587
Personnel Costs (Subtotal)	\$964,473
Supplies	\$869,280
Travel Costs	\$32,747
Other Costs	\$3,844,768
Consortium/Contractual Cost	\$9,720,053

Federal Direct Costs	\$15,431,321
Federal F&A Costs	\$181,032
Approved Budget	\$15,612,353
Federal Share	\$15,612,353
TOTAL FEDERAL AWARD AMOUNT	\$15,612,353

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

Fiscal Information:

CFDA Number: 93.724
 EIN: 1746002070A2
 Document Number: 002453CW10

IC	CAN	2010
DP	9391055	\$15,612,353

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$15,612,353	\$15,612,353

CDC Administrative Data:
 PCC / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U58DP002453-01 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U58DP002453-01 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – DP Special Terms and Conditions – 1U58DP002453-01 REVISED

AMENDMENT No 6.

ADDITIONAL TERMS AND CONDITION OF THE AWARD:

Note 1. This amended award recommends approval for the redirection of funds as requested in correspondence dated April 28, 2011. The proposed activities and justification are consistent with the intent of the CPPW Communities Putting Prevention to Work Category A: Obesity Program, Funding Opportunity Announcement DP09-912ARRA.

Note 2. Funds will be allocated as follows:

Supplies
\$869,280.00
Travel
\$32,747.00
Other
\$3,844,768.
Contractual
\$9,720,053.

Note 3. All the other terms and conditions issued with the original award will remain in full effect throughout the budget period

PLEASE REFERENCE THE AWARD NUMBER ON ALL CORRESPONDENCES

AMENDMENT #5.

1. The purpose of this amended Notice of Award is to approve the revised budget dated September 28, 2010. The activities and budgets associated with the submission are incorporated into this award.
2. The allocated dollars in the amount of \$5,915,853.00 in the "Other" cost category has been moved to the "Contractual" cost category.

The following will need to be provided to the Procurement and Grants Office within the next 30 days:

- Name of contractor
- Method of selection
- Period of performance
- Method of accountability
- Scope of Work
- Itemized budget

Note: The information is required to be submitted to the Procurement and Grants Office within the next 30 days, however, you are authorized to start the contractual work.

3. All other terms and conditions remain unchanged.

AMENDMENT 4

This revised Notice of Award is issued to approve the revised budget dated August 17, 2010. The activities and budget associated with this submission are incorporated into this award.

All other terms and conditions remain unchanged.

STAFF CONTACTS**Grants Management Specialist:** Tracey M Sims

Centers for Disease Control and Prevention

Procurement and Grants Office

Koger Center, Colgate Building

2920 Brandywine Road, Mail Stop E-09

Atlanta, GA 30341

Email: tsims3@cdc.gov **Phone:** 770-488-2739 **Fax:** 770-488-2777**SPREADSHEET SUMMARY****GRANT NUMBER:** 1U58DP002453-01 REVISED**INSTITUTION:** SAN ANTONIO METROPOLITAN HEALTH DISTRICT

<i>Budget</i>	<i>Year 1</i>
Salaries and Wages	\$704,886
Fringe Benefits	\$259,587
Personnel Costs (Subtotal)	\$964,473
Supplies	\$869,280
Travel Costs	\$32,747
Other Costs	\$3,844,768
Consortium/Contractual Cost	\$9,720,053
TOTAL FEDERAL DC	\$15,431,321
TOTAL FEDERAL F&A	\$181,032
TOTAL COST	\$15,612,353

Warrantee Organization
SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Entity No
1746002070A2

Total Project Period
from: 03/19/10 thru: 03/18/12

GM checklist status: In Progress, last updated 06/02/2011

Award Worksheet Report

Title/Tr. Area
CATEGORY A: COMMUNITIES PUTTING PREVENTION TO WORK

For Budget Period
from: 03/19/10 thru: 03/18/12

FUNDS: 2010 DOCUMENT NO: 002453CW10
 PROGRAM CLASS:
 N: 9391055 (SINGLE-CAN)
 CL: 201001 PCNTL: PS:
 CL Action: CNCL Priority:
 CONDUCT IN SCIENCE: EXP DATE: 04/30/12
 A NO: DP09-912
 I NO: 7225701
 ID OF ORG: Other health, human resrces. environment/community
 OWNERSHIP: serv.org
 Local Govmnt (City, County, Regional, Spec
 Dist, Spec Purpose)
 CARRYOVER AUTHORITY:
 FEDERAL DEMONSTRATIONS:

AIDS RELATED: N EXPEDITED REVIEW: N
 GENDER: INST. ASSURANCE FILED?
 MINORITY: IRB CERTIFICATION FILED?
 CHILD:
 EXCEPTION TRACKING ASSURANCE NO. DATE
 HUMAN SUBJECT: 10
 VERT ANIMAL: 10
 PHASE III CODE: SPEC SUPLMNT INDICATOR:
 PROGRAM INCOME: Additional Costs
 NGA RELEASE DATE
 APPL RECEIVED DATE: 11/30/09 CURR. ISSUE DATE: 06/03/11
 SNAP AWARD: ESNAP?: N
 FOREIGN INVOLVEMENT:
 CLINICAL TRIAL CODE:

Budget

	Year 1
Salaries and Wages	\$704,886
fringe Benefits	\$259,587
Personnel Costs (Subtotal)	\$964,473
Consultant Services	\$0
Equipment	\$0
Supplies	\$869,280
Travel Costs	\$32,747
Patient Care (Inpatient)	\$0
Patient Care (Outpatient)	\$0
Alterations and Renovations	\$0
Other Costs	\$3,844,768
Consortium/Contractual Cost	\$9,720,053
	\$15,431,321
Direct Costs	\$15,431,321
Indirect Costs	\$181,032
Total Approved	\$15,612,353
Fee	\$0
Non-Federal	\$0
Unob. bal. Prior Budget	\$0
Increase/Decrease Amount	+\$0
Award Amount	\$15,612,353

3A

Comments

Authorized Officials

Program Official:
 e-Signature By:
 e-Signature Date:

Specialist Name: Tracey M Sims
 e-Signature By: Veronica H Davis
 e-Signature Date: 06/02/2011

GM Officer: Hector Buitrago
 e-Signature By:
 e-Signature Date:

at: Jct. Jennifer

1-U58-DP-002453-01

ZDP1 93.724 7997411

antee Organization

Entity No

Total Project Period

ANTONIO METROPOLITAN HEALTH DISTRICT

1746002070A2

from: 03/19/10 thru: 03/18/12

X

Signature (Optional)

Date

X

Signature (Optional)

W Davis 6/2/11

Date

X

Signature (Optional)

Date

Grants Management (CDC) Checklist Items and Comments

Grants Management (CDC) Required Checklist Items

Response

CDC Checklist:

Grants Management (NCCDPHP) Checklist Items and Comments

Grants Management (NCCDPHP) Checklist Items

Response

1. Eligible Applicant	Yes
2. Required Number of Copies (Original + 2)	Yes
3. Proper Signature and Date (SF-424)	Yes
4. Employer ID Number	Yes
5. Intergovernmental Review Under E.O. 12372 if Required by the State	N/A
6. Budget Information Page (SF-424A)	Yes
7. Proper Signature and Date (Assurances SF-424B)	Yes
8. Debarment Certification (45 CFR Part 76)	Yes
9. Drug-Free Workplace Certification (45 CFR Part 76)	Yes
10. Completed Checklist (PHS 5161, PG 23)	Yes
11. Civil Rights Assurance on File with HHS (45 CFR 80)	Yes
12. Assurance Concerning the Handicapped on File with HHS (45 CFR 86)	Yes
13. Assurance Concerning Sex Discrimination on File with HHS (45 CFR 86)	Yes
14. Assurance Concerning Age Discrimination (45 CFR 90 & CFR 91)	Yes
15. Human Subject Assurance (HHS 310 or Statement HS Not Involved)	N/A
16. Narrative -- New and Continuations	Yes
17. Invention Statement & Research & Continuations ONLY	N/A
18. HIV Program Review Panel Assurance	N/A
19. Animal Welfare Assurance	Yes
20. Certification for Lobbying	Yes

Signature Notes

1. Grants Management Officer Sign Note:

2. Specialist Sign Note: Response to Technical Review -

3. PRRR AWARD - Category A \$15,612,353.

Revised budget 4/28/2011

4. Program Official Sign Note:

Special Provisions

The San Antonio Housing Authority (the CONTRACTOR) agrees and understands that funds for this project come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (ARRA, or the "Recovery Act"). The CONTRACTOR understands that the San Antonio Metropolitan Health District (SAMHD) is the direct grantee of funds and must adhere to grant requirements imposed by the U.S. Department of Health and Human Services (HHS), the Centers for Disease Control and Prevention (CDC) and standard terms and conditions under ARRA (Public Law 111-5). The CONTRACTOR understands that as a subrecipient of these funds it must comply with timelines and requirements in coordination with SAMHD in order to meet grant requirements.

As such, the CONTRACTOR agrees that it will comply with all applicable requirements and provisions of ARRA, as well as terms and conditions from HHS and the CDC, including but not limited to those articulated below:

I.
Standard Terms and Conditions for the
American Recovery and Reinvestment Act of 2009
and
U.S. Department of Health and Human Services /
Centers for Disease Control and Prevention

1.1 Generally: SAMHD as an HHS grantee must comply with all terms and conditions outlined in its grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements. The CONTRACTOR, as subrecipient, must comply with all requirements for subrecipients and provide reporting and documentation to support SAMHD's requirements under the grant award. In addition to the standard terms and conditions of award, recipients and subrecipients receiving funds under Division A of ARRA must abide by the general terms and conditions set out below.

1.2 Preference for Quick Start Activities: In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

1.3 Limit on Funds: None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

1.4 One-time Funding: Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

1.5 Civil Rights Obligations: Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

1.6 Disclosure of Fraud or Misconduct: Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

1.7 Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards:

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Subrecipients are required to include on their SEFA information specific identification of Recovery Act funding similar to the requirements for the recipient SEFA described above. This

information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

1.8 Wage Rate Requirements:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

1.9 Inventions: Acceptance of grant funds obligates recipients to comply with the standard patents rights clause in 37 CFR 401.14.

1.10 Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer as appropriate, such as:

“This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.”

1.11 Conference Disclaimer and Use of Logos:

(a) Conferences: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda and Internet sites:

“Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily represent the official policies of the Department of Health and Human Services, nor does mention of trade

names, commercial practices, or organizations imply endorsement by the U.S. Government.”

(b) Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. Unauthorized use of the HHS name and logo by a non-federal entity is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Neither the HHS nor the CDC logo can be used for conference materials under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

1.12 Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established upon submission to the Grant Management Officer to reflect recipient organization policy.

The grantee may use its own property management standards and procedures provided it observes the provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110, and 45 CFR Part 92:

OMB Circular A-110, sections 31 and 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other non-profit organizations. <http://www.whitehouse.gov/omb/circulars/a110/a110.html>

45 CFR Part 92.31 and 92.32 provides uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. http://access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

1.13 Trafficking in Persons: This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22U.S.C. 7104). For the full text of the award term and condition, go to:

http://www.cdc.gov/od/pgo/fundtag/grants/Award_Term_and_Condition_for_Trafficking_in_Persons_S100

1.14 Acknowledgement of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of Federal funds for the project or program, and (3)

percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.15 Lobbying: Federal law prohibits award recipients and sub-contractors from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature.

This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal, state, or local levels to urge support of, or oppositions to, pending legislative proposals is prohibited.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grass roots activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Communities Putting Prevention to Work (CPPW) Communities Initiative, including Recovery Act reporting, must be activity that is consistent with Federal law.

For additional guidance, please refer to the Funding Opportunity Announcement, Additional Requirement #12 on lobbying restrictions and 31 U.S.C. Section 1352; 18 U.S.C. Section 1913.

II. Requirements for Construction Projects

2.1 Required Use of American Iron, Steel, and Manufactured Goods – Section 1605 of ARRA:

(a) Definitions.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works

may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.
- (2) This requirement does not apply to the material listed by the Federal Government as follows: NONE.
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that:
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

- (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
 - (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

III. Audit Requirements

3.1 An organization that expends \$500,000.00 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

3.2 Subrecipients receiving CDC funds must also meet these requirements (if the total Federal grant or grant funds received exceed \$500,000.00). In instances of noncompliance with Federal law and regulations, the subrecipient must take appropriate corrective action within six months after receipt of the audit.

3.3 If a subrecipient is not required to have a program-specific audit, the grantee (SAMHD) is still required to perform adequate monitoring of subrecipient activities. Subrecipient shall cooperate with all such activities. Additionally, the subrecipient agrees to permit independent auditors to have access to subrecipient records and financial records as necessary.

IV. Reporting Requirements

In addition to those requirements set out in the Interdepartmental Agreement, and above in section 1.7, the following reporting requirements apply to this project:

4.1 Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA, including reporting requirements outlined in Section 1512 of the Act. For purposes of reporting, recipients must report on ARRA subrecipient (sub-grantee and subcontractor) activities as specified below, and subrecipient agrees to cooperate with SAMHD in providing information as necessary for SAMHD to comply with the following requirements:

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending March 31, 2010, and reporting by April 10, 2010, SAMHD must submit quarterly reports to HHS that will be posted to Recovery.gov, containing the following information:

- (a) the total amount of ARRA funds under this award;

- (b) The total amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- (c) The amount of unobligated award balances;
- (d) A detailed list of all projects or activities from which ARRA funds under this award were obligated and expended, including:
 - (1) the name of the project or activity;
 - (2) a description of the project or activity;
 - (3) an evaluation of the completion status of the project or activity;
 - (4) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and,
 - (5) for infrastructure investments made by State or local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under the Recovery Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (e) Detailed information on any sub-awards (subcontracts or sub-grants) made by the grant recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - (1) For any sub-award equal to or larger than \$25,000.00, the following information:
 - (i) the name of the entity receiving the sub-award;
 - (ii) the amount of the sub-award;
 - (iii) the transaction type (the North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number);
 - (iv) program source;
 - (v) an award title descriptive of the purpose of each funding action;
 - (vi) the location of the entity receiving the award;
 - (vii) the primary location of performance under the award, including the city, State, congressional district, and country; and
 - (viii) a unique identifier of the entity receiving the award, and the parent entity of the recipient, should the entity be owned by another entity.
- (f) All sub-awards less than \$25,000.00, or to individuals, may be reported in the aggregate, as prescribed by HHS.
- (g) Recipients must account for each ARRA award and sub-award (sub-grant and subcontract) separately. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- (h) Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

4.2 Subrecipient agrees to provide any and all information necessary for SAMHD to complete required reports by no later than 5 days after the end of each calendar quarter.