

AN ORDINANCE 2009-10-15-0830

(A) RATIFYING THE PRIOR SUBMISSION OF A REVISED GRANT APPLICATION FOR FEBRUARY 1, 2009 THROUGH JANUARY 31, 2010 TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS); (B) AUTHORIZING CONTRACT AMENDMENTS FOR THE PERIOD OF APRIL 1, 2009 THROUGH JANUARY 31, 2010 WITH HEAD START CONTRACTORS TOTALING \$4,332,385.00, WHICH INCLUDES \$2,805,901.00 IN AMERICAN REINVESTMENT AND RECOVERY ACT (ARRA) STIMULUS FUNDING; AND (C) AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION, AND THE ACCEPTANCE, UPON AWARD, OF A HEAD START PROGRAM CONTINUATION GRANT IN AN AMOUNT UP TO \$47,953,082.00 FROM HHS FOR THE CONTINUING OPERATION OF THE 2010-2011 HEAD START PROGRAM AND ACCEPTANCE OF ADDITIONAL FUNDING AS IT MAY BECOME AVAILABLE; AN IN-KIND MATCHING BUDGET OF UP TO \$11,988,270.00 (CITY GENERAL FUND IN-KIND MATCH OF \$703,133.00 AND PARTNER IN-KIND \$11,285,138.00); AND A BUDGET AND PERSONNEL COMPLEMENT OF 31 POSITIONS FOR THE DEPARTMENT OF COMMUNITY INITIATIVES FOR THE FY 2010 - 2011 GRANT.

* * * * *

WHEREAS, the Head Start Program provides comprehensive services including high quality early childhood education, staff and parent training, family support services, and medical, dental, disability, and mental health care; and

WHEREAS, the City of San Antonio (COSA) as the Grantee for the Bexar County Head Start Program acts as the oversight, monitoring, technical assistance, and administrative agency for the Program; and

WHEREAS, COSA ensures the Head Start Act, Federal Office of Management and Budget Circulars, and the Texas Department of Family and Protective Services (TDFPS) child care licensing regulations are implemented; and

WHEREAS, it is necessary to approve various actions in connection with the Head Start Program; **NOW THEREFORE:**

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

SECTION 1. The prior submission of a revised grant application for February 1, 2009 through January 31, 2010 to the U.S. Department of Health and Human Services (HHS) is hereby ratified. A copy of said FY 2009 – 2010 application is on file with the Department of Community Initiatives (DCI).

SECTION 2. The City Manager, or her designee, or the Director of DCI, or his designee, is hereby authorized to execute contract amendments for the period of April 1, 2009 through January 31, 2010 with the Head Start contractors specified in **Attachment I** totaling \$4,332,385.00, which includes \$2,805,901.00 in American Reinvestment and Recovery Act (ARRA) stimulus funding. Copies of the contract amendments in substantially final form are attached hereto and incorporated herein as **Attachments II - IX**.

SECTION 3. The City Manager or her designee, or the Director of DCI, or his designee is further authorized to submit a Head Start Program continuation grant application, and to accept upon award the grant funds in an amount up to \$47,953,082.00 from HHS for the continuing operation of the 2010-2011 Head Start program. The acceptance of additional funding as it may become available from HHS and the provision of an in-kind matching budget of up to \$11,988,270.00 (City General Fund in-kind match of \$703,133.00 and partner in-kind \$11,285,138.00) is also authorized. A copy of the FY 2010 – 2011 Head Start application is on file with DCI. The City Manager or her designee, or the Director of DCI, or his designee is further authorized to execute any and all necessary documents to effectuate said application and acceptance.

SECTION 4. Should funding be awarded, Fund 2602238010 entitled “Head Start 2010-11” is hereby designated for use in the accounting for the fiscal transaction in the acceptance of the 2010-2011 continuation grant and the sum of up to \$59,941,353.00 from HHS, the City’s General Fund, and in-kind support from DCI will be appropriated in said fund. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Attachment X**, is approved and adopted for entry in the City books. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by DCI upon award.

SECTION 5. A personnel complement of thirty-one (31) employees for the FY 2010 – 2011 continuation grant is hereby approved.

SECTION 6. 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
10/15/09
Item #17

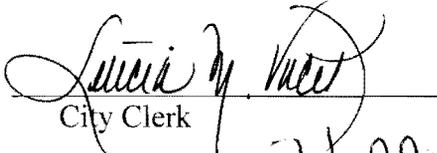
SECTION 7. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 15th day of October 2009.



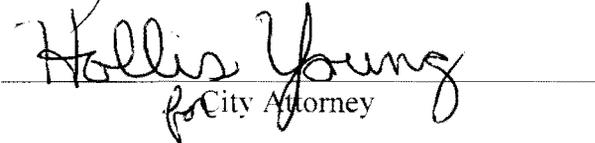
M A Y O R
JULIÁN CASTRO

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

Attachment I

**Costs Allocations to Partners
April 1, 2009 through January 31, 2010**

Partner	Function	ARRA Funding	HHS Funding	One-Time Program Funding for Health & Safety Improvements	Total
Family Service Association	Education	493,726.00	632,982.00	599,915.00	1,726,623
	Family and Community Support	61,285.00	24,714.00	3,926.00	89,925
AVANCE-SA	Education	170,550.00	28,450.00		199,000
	Family and Community Support	7,492.00	3,021.00		10,513
EISD	Education	159,852.00	34,217.00		194,069
SAISD	Education	468,703.00	88,193.00		556,896
Region 20	Education	148,489.00	29,635.00		178,124
	Family and Community Support	1,290,786.00	3,190.00	65,000.00	1,358,976
UHS	Medical	3,049.00	1,229.00		4,278
Metro Health	Dental	1,969.00	12,012.00		13,981
Total		2,805,901.00	857,643.00	668,841.00	4,332,385

Contract # 4600008659

**AMENDMENT #1
HEAD START CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This amendment of the and **Family Service Association San Antonio, Inc.** FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and **Family Service Association San Antonio, Inc.**, (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on June 5, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments, playground equipment and enhancements, Health and Safety and Transition costs and technical and training assistance and desires to allocate \$1,726,623.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment I – Executive Summary (Revision #1)," "Attachment I - Balanced Scorecard Performance Plan (Revision #1)" and "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA) and for Health and Safety and Transition costs) and "Attachment II – Budget B" (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) attached hereto and incorporated herein as Exhibit I, Exhibit II, Exhibit III and Exhibit IV, respectively, will hereby supercede the Executive Summary and Balanced Scorecard Performance Plan identified as Attachment I in the Contract and the Budget identified as Attachment II in the Contract, respectively, and all references in the Contract to the Executive Summary, Balanced Scorecard Performance Plan and Budget will now refer to the attached Executive Summary, Balanced Scorecard Performance Plan and Budget.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$9,586,735.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

\$7,985,464.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). \$599,915.00 represents an allocation from the Head Start Grant for Health & Safety Costs. \$439,630.00 represents an allocation from the Head Start Grant for Transition Costs. \$68,000.00 represents the allocation from the Head Start Grant for technical and training assistance. Contractor's Non-Federal Share for the foregoing amounts is \$2,273,252.25 or 20% of the total applicable grant budget

\$493,726.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share is \$54,858.44, or 10% of the total applicable grant budget.

Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that it may expend up to the full \$493,726.00 for education services allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. Section 3.2 is hereby amended as follows:

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

\$9,586,735.00 U.S. Department of Health and Human Services (HHS) – Head Start Grant Funds CFDA # 93.600

Consequently, Contractor agrees to comply with:

Sections I, II B and III B of the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III the **Head Start Special Provisions**, affixed hereto and incorporated herein for all purposes as Attachment VIII.

4. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2009.

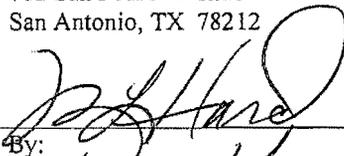
CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

Family Service Association
702 San Pedro Avenue
San Antonio, TX 78212

Date: _____

By: 

Date: 10/8/09

APPROVED AS TO FORM:

Assistant City Attorney

Contract # 4600008660

**AMENDMENT #1
HEAD START CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This amendment of the and Family Service Association San Antonio, Inc FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and Family Service Association San Antonio, Inc. (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on June 5, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments, for the funding of playground equipment and enhancements and to support additional health and safety costs and desires to allocate \$89,925.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)) and "Attachment II Budget B" (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)), attached hereto and incorporated herein as Exhibits I and II, will hereby supersede the Budget identified as Attachment II in the Contract and all references in the Contract to the Budget will now refer to the attached Budgets A and B.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the family and community support services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$1,639,568.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

Family & Community Support Services:

\$1,578,283.00 represents the original contract allocation from the Head Start Grant; plus an allocation for regular, permanent Cost of Living Adjustments (COLA) and health and safety costs. Contractor's Non-Federal Share is \$194,570.75, or 20% of the total applicable grant budget.

\$61,285.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share is \$6,809.44, or 10% of the total applicable grant budget.

Contractor's combined Non-Federal Share for family and community support services is \$401,380.19

Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that it may expend up to the full \$61,285.00 for family and community support services allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2009.

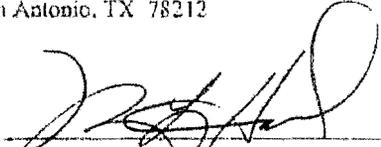
CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

Family Service Association of
San Antonio, Inc.
702 San Pedro
San Antonio, TX 78212

Date:

By: 

APPROVED AS TO FORM:

Date: 8/24/09

Assistant City Attorney



Contract # 4600008993

**AMENDMENT #1
HEAD START CONTRACT
WITH
AVANCE –SAN ANTONIO**

This amendment of the and Avance-San Antonio FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and Avance-San Antonio, (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on August 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments and for the funding of playground equipment and enhancements and desires to allocate \$209,513.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)) and "Attachment II - Budget B" (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)), attached hereto and incorporated herein as Exhibits I and II, will hereby supercede the Budget identified as Attachment II in the Contract and all references in the Contract to the Budget will now refer to the attached Budgets A and B.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the family and community support services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$2,182,883.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

Education Services:

\$1,812,366.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). Contractor's Non-Federal Share is \$453,091.50, or 20% of the total applicable grant budget

\$170,550.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share is \$18,250.00, or 10% of the total applicable grant budget.

Contractor's combined Non-Federal Share for education services is \$472,041.50.

Family & Community Support Services:

\$192,475.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). Contractor's Non-Federal Share is \$48,118.75, or 20% of the total applicable grant budget.

\$7,492.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share is \$832.44, or 10% of the total applicable grant budget.

Contractor's combined Non-Federal Share for family and community support services is \$48,951.19.

Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as Attachment VII. Furthermore, Contractor understands that it may expend up to the full \$170,550.00 for education services and \$7,492.00 for family and community support services allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2009.

CITY OF SAN ANTONIO:

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

Avance-San Antonio
2300 W. Commerce
San Antonio, TX 78207

By:  _____

Date: 9/29/07

NOTE: PENDING SCHOOL BOARD APPROVAL ON OCTOBER 27, 2009

Contract # 460008846

**AMENDMENT #1
HEAD START CONTRACT
WITH
EDGEWOOD INDEPENDENT SCHOOL DISTRICT**

This amendment of the **Edgewood Independent School District (EISD)** FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and **Edgewood Independent School District (EISD)**, a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on July 31, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments and for the funding of playground equipment and enhancements and desires to allocate \$194,069.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)) and "Attachment II – Budget B" (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)), attached hereto and incorporated herein as Exhibits I and II, will hereby supercede the Budget identified as Attachment II in the Contract and all references in the Contract to the Budget will now refer to the attached Budgets A and B.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$2,339,622.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Of the Federal Share, \$2,179,770.00 represents the original contract allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA) and \$159,852.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor's contribution, or "Non-Federal Share" for the \$2,179,770.00 (the original contract allocation from the Head Start Grant, plus an allocation for regular, permanent COLA) shall be \$544,942.50, or 20% of the total applicable grant budget, and for the \$159,852.00 (ARRA COLA & QI) shall be \$17,761.33, or 10% of the total applicable grant budget, for a combined Non-Federal Share of \$562,703.83. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that it may expend up to the full \$159,852.00 allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2009.

CITY OF SAN ANTONIO:

CONTRACTOR:

Edgewood Independent School District
5358 W. Commerce St.
San Antonio, TX 78237

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

By:

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # 4600008846

**AMENDMENT #1
HEAD START CONTRACT
WITH
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This amendment of the San Antonio Independent School District (SAISD) FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and San Antonio Independent School District (SAISD), a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on August 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments and for the funding of playground equipment and enhancements and desires to allocate \$556,896.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)) and "Attachment II - Budget B" (reflecting the allocation for the the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)), attached hereto and incorporated herein as Exhibits I and II, will hereby supercede the Budget identified as Attachment II in the Contract and all references in the Contract to the Budget will now refer to the attached Budgets A and B.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$6,087,000.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Of the Federal Share, \$5,618,297.00 represents the original contract allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA) and \$468,703.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor's contribution, or "Non-Federal Share" for the \$5,618,297.00 (the original contract allocation from the Head Start Grant, plus an allocation for regular, permanent COLA) shall be \$1,404,574.25, or 20% of the total applicable grant budget, and for the \$468,703.00 (ARRA COLA & QI) shall be \$52,078.11, or 10% of the total applicable grant budget, for a combined Non-Federal Share of \$1,456,652.36. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that it may expend up to the full \$468,703.00 allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

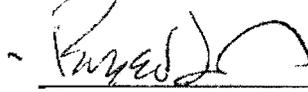
Executed this the ___ day of _____, 2009.

CITY OF SAN ANTONIO:

CONTRACTOR:

Dennis J. Campa, Director
Department of Community Initiatives

San Antonio Independent School District
141 Lavaca
San Antonio, TX 78210



Date: _____

By: _____

Date: 9-24-9

APPROVED AS TO FORM:

Assistant City Attorney

Contract # 4600008826

**AMENDMENT #1
HEAD START CONTRACT
WITH
EDUCATION SERVICE CENTER, REGION 20**

This amendment of the and **Education Service Center, Region 20** FY2009 Head Start Contract (hereinafter referred to as "this Amendment") 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. _____, passed and approved on _____, and **Education Service Center, Region 20**, a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on July 15, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) for Cost of Living Adjustments, for the funding of playground equipment and enhancements, for post-secondary education and training conferences desires to allocate \$1,537,100.00 in funds to Contractor for the Head Start Program; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Attachment II - Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA), for the purpose of increasing the qualifications of Head Start classroom personnel through post-secondary education and training conferences) and "Attachment II - Budget B" (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)), attached hereto and incorporated herein as Exhibits I and II, will hereby supercede the Budget identified as Attachment II in the Contract and all references in the Contract to the Budget will now refer to the attached Budgets A and B.
2. Section 3.1 is hereby deleted and replaced with the following

In consideration of the education services and training and technical assistance to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$3,595,333.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

Education Services:

\$1,887,868.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). Contractor's Non-Federal Share is \$471,967.00, or 20% of the total applicable grant budget

\$148,489.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share is \$16,498.78, or 10% of the total applicable grant budget.

Contractor's combined Non-Federal Share for education services is \$488,465.78.

Training and Technical Assistance:

\$203,190.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). \$65,000.00 represents an allocation from the Head Start Grant for the purpose of increasing the qualifications of Head Start classroom personnel through post-secondary education. Contractor's Non-Federal Share for the foregoing amounts is \$67,047.50 or 20% of the total applicable grant budget.

\$7,910.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI).) \$320,719.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) for the purpose of increasing the qualifications of Head Start classroom personnel through post-secondary education. \$962,157.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) for training conferences. Contractor's Non-Federal Share for the foregoing amounts is \$878.89 or 10% of the total applicable grant budget. The City will not require a Non-Federal Match for post-secondary education costs or training conferences as the City will provide the match dollars for these initiatives.

Contractor's combined Non-Federal Share for training and technical assistance is \$67,926.39.

Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VI**. Furthermore, Contractor understands that it may expend up to the full \$148,489.00 for education services and \$1,290,786.00 for training and technical assistance allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

3. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2009.

CITY OF SAN ANTONIO:

Dennis J. Campa, Director
Department of Community Initiatives

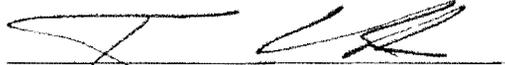
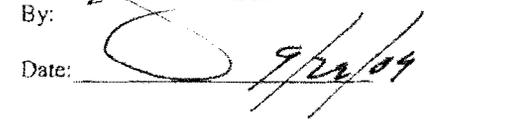
Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

Education Service Center, Region 20
1314 Hines Avenue
San Antonio, TX 78208

By: 
Date: 

2010 Head Start Early Child Care Program**Attachment X**

February 1, 2010 - January 31, 2011

		BUDGET
REVENUES:		
4501100	Grants Federal - Operating	47,953,082
6500000	In Kind Revenue	11,988,271
	TOTAL REVENUES	<u>\$ 59,941,353</u>
 APPROPRIATIONS:		
138000000821 Head Start Administration		
5101010	Regular Salaries	1,401,622
5103005	FICA & Medicare Expense	107,224
5103010	Life Insurance	1,402
5103035	Personal Leave Buy Back	6,000
5103056	Transportation Allowance	6,400
5103065	Education	2,000
5104030	Flex Benefits Contribution	197,140
5105010	Retirement Exp	175,381
5201025	Education - Classes	79,260
5201040	Fees to Prof. Contractors	250,000
5202020	Contractual Services	45,424,128
5202025	Other Contractual Services	15,585
5203040	Adv and Publications	25,000
5203050	Membership Dues	5,270
5203060	Binding & Printing	10,000
5203070	Subs to Publications	500
5203090	Transportation Fees	8,000
5204050	Maint - Buildings	10,000
5204060	Cleaning Services	19,238
5205010	Mail and Parcel Post	2,150
5205020	Rental of Office Equipment	5,796
5207010	Travel - Official	17,000
5208530	Alarm and Security Services	1,624
5302010	Office Supplies	10,500
5304010	Food	18,944
5304070	Recreation Supplies	31,740
5304075	Computer Software	50,000
5304080	Other Commodities	513
5404530	Gas and Electricity	35,262
5404540	Water and Sewer	403
5407032	Direct Welfare	28,000
5501000	Capital Outlay - Computer Equipment	7,000
	Total 138000000821	<u>47,953,082</u>
 138000000822 Head Start In-Kind		
6602025	In Kind Contributions	11,988,271
	Total 138000000822	<u>11,988,271</u>
	 TOTAL APPROPRIATIONS	 <u><u>59,941,353</u></u>



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 17
Council Meeting Date: 10/15/2009
RFCA Tracking No: R-5586

DEPARTMENT: Community Initiatives

DEPARTMENT HEAD: Dennis J Campa

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Head Start Contract Amendments and Approval of Refunding Applications

SUMMARY:
This ordinance authorizes the following related to the Head Start Contract Amendments and approval of Refunding Applications:

(a) ratifying the prior submission of a revised Head Start Refunding Application for February 1, 2009 through January 31, 2010;

(b) authorizing contract amendments for the period of April 1, 2009 through January 31, 2010, with the Head Start contractors specified in Attachment A and for the specific purposes listed, to include program start-up costs, health and safety improvements, early education and disability training, and the purchase and enhancement of playground equipment, and increased funding for early childhood teacher training;

(c) authorizing the submission of an application and upon award, the acceptance of a Head Start Program continuation grant in an amount up to \$47,953,082.00, from the U.S. Department of Health and Human Services (HHS) and acceptance of additional funding as it becomes available and awarded; an in-kind matching budget of up to \$11,988,270.00 for a total program budget of \$59,941,353.00; and a budget and personnel complement of 31 positions for the Department of Community Initiatives.

BACKGROUND INFORMATION:

The purpose of the Head Start Program is to prepare vulnerable children between three and five years of age for kindergarten and lift families out of poverty. To this end, the program provides comprehensive services including high quality early childhood education, staff and parent training, family support services, and medical, dental, disability, and mental health care. The City of San Antonio (COSA) as the Grantee for the Bexar County Head Start program, acts as the oversight, monitoring, technical assistance, and administrative agency for the program. COSA ensures the Head Start Act, Federal OMB Circulars, and the Texas Department of Family and Protective Services (TDFPS) child care licensing regulations are implemented.

Since 2003, the funded enrollment for the San Antonio and Bexar County Head Start Program has stayed level at 6,789 children. Over 5,500 families were served in School Year 2008-2009. HHS requires COSA to ensure that 100% enrollment is maintained at all times. The program serves children living at or below the Federal Poverty guideline (\$22,050.00 for a family of four) and ten percent of enrolled children must have a disability. Children who are homeless or under the care of Child Protective Services are given a higher priority for enrollment. Services are provided in 69 elementary schools and Head Start centers throughout Bexar County. These sites provide 390 Head Start classrooms.

ISSUE:

At the request of HHS, DCI submitted a revised Refunding Application to accommodate program and budget changes when a portion of the service area and budget previously awarded to Education Service Center Region 20 was reallocated to Family Service Association (approved by Ordinance number 2009-05-14-0382 on May 14, 2009). As a result, this ordinance requests ratification of the submission of an amended 2008 - 2009 Refunding Application. In addition, this ordinance also requests that contracts with program partners, totaling \$4,332,385.00, be amended to allow for the distribution of additional, one-time, and American Recovery and Reinvestment Act (ARRA) funding, in the amount of \$2,805,901.00, provided by HHS to be used for program transition costs; health and safety improvements; playground enhancements; and teacher training as identified on Attachment A.

This ordinance requests authorization to submit the FY 2010 – 2011 Head Start Refunding Application for continued program operations funding in the amount of \$47,953,082.00, authorization of a personnel complement, and a budget for the Department of Community Initiatives. The Refunding Application continues implementation of COSA's new school based model, which ensures a stronger connection between Head Start and public school curriculums and a higher level of comprehensive education and supportive services through savings from reduced administrative costs.

In total, 31 City positions will be funded through the Head Start grant. A total of \$45,140,551.00 in funds granted by HHS will be appropriated to eight local agencies with which the City currently contracts to provide direct Head Start services. These eight agencies employ an additional 1,100 Head Start funded staff to provide program services. DCI will request City Council approval for the eight agency contracts in early January. All contractor appropriations are subject to HHS approval.

ALTERNATIVES:

Should approval of the contract amendments be denied, Head Start services will be interrupted and unspent funding would be returned to HHS. If the ordinance is not approved, the City of San Antonio will not receive the Head Start Grant for the Program Year 2010 – 2011 in the amount of \$47,953,082.00, which would result in the loss of education and medical services to 6,789 low-income children and families.

FISCAL IMPACT:

Funding for the contract amendments will be allocated from the Head Start appropriation and ARRA awards. There will be no impact to the general fund as a result of this action. Funds granted through the FY 2010 - 2011 Refunding Application will be used to pay for a total of 31 DCI positions. The grant requires an in-kind match of 20%, or \$11,988,270.00 (City match \$703,133.00 and partner in-kind of \$11,285,138.00), which will be provided as a prorated share by the City of San Antonio and the recommended contractors. The total Head Start Program budget, including the match, will be up to \$59,941,353.00.

A summary of the budget and personnel complement are identified as Attachments B and C, respectively.

RECOMMENDATION:

Staff recommends the approval of this ordinance authorizing contract amendments, the approval of a revised Refunding Application for February 1, 2009 – January 31, 2010 and approval to submit a Refunding Application for the period February 1, 2010 – January 31, 2011. These actions will result in the provision of improved early education services to the children in our community.

ATTACHMENT(S):

File Description	File Name
<u>Contract Amendment - AVANCE</u>	Contract Amendment - AVANCE.pdf
<u>Contract Amendment - EISD</u>	Contract Amendment - EISD.pdf
<u>Contract Amendment - Region 20</u>	Contract Amendment - Region 20.pdf
<u>Contract Amendment - SAISD</u>	Contract Amendment - SAISD.pdf
<u>Cost Allocation to Partners</u>	Attachment A-Cost Allocations to Partners.pdf
<u>Head Start Budget</u>	Attachment B-Head Start Budget FY 2010-2011.pdf
<u>Personnel Complement</u>	Attachment C- Head Start Personnel Complement FY 2010-2011.pdf
<u>Contract Amendment - Family Service Association - Education Services</u>	Contract Amendment - Family Service Association - Education Services.pdf
<u>Contract Amendment - Family Service Association - Family and Community Support</u>	Contract Amendment - Family Service Association - Family and Community Support Services.pdf
<u>Voting Results</u>	

DEPARTMENT HEAD AUTHORIZATIONS:

Melody Woosley Assistant Director Community Initiatives
 Dennis J Campa Director Community Initiatives

APPROVED FOR COUNCIL CONSIDERATION:

Frances A. Gonzalez Assistant City Manager



Head Start Contract Amendments and Refunding Application

October 15, 2009

Purpose

- Ratification of a revised Head Start Refunding Application for February 1, 2009 through January 31, 2010
- Contract amendments for the period of April 1, 2009 through January 31, 2010 with Head Start contractors
- Submission of an application and upon award, the acceptance of a \$47,953,082 continuation grant, from the Department of Health and Human Services
- In-kind matching budget of up to \$11,988,270.00
- Budget and personnel complement of 31 positions for DCI

Background

- Head Start is a national program providing education and care for children 3 to 5 years of age
- City of San Antonio (COSA) responsibilities:
 - Manage program operations
 - Monitor and oversee services
 - Facilitate partner collaboration and coordination
 - Provide technical assistance and training
- City partners with 8 entities to provide direct services to 6,789 children in San Antonio and Bexar County



Background, Cont.

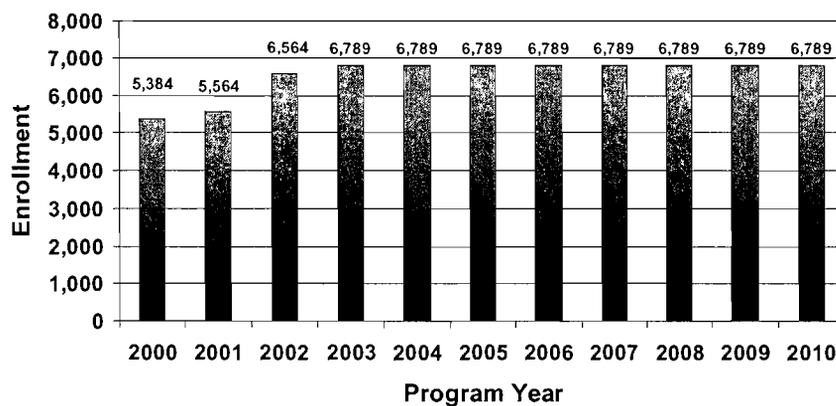
- Head Start services are provided in 69 elementary schools and satellite site locations (390 classrooms)
- Head Start Program Services, include the following services:
 - Education and Early Childhood
 - Family and Community Support
 - Dental
 - Medical
 - Mental Health
 - Disability
- A total of \$4,332,385 in additional Cost-of-Living Adjustment (COLA), Quality Initiatives (QI), One-Time, and transition funding is proposed for contractors

Program Guidelines

- HHS requires 100% enrollment at all times
- 10% of enrolled children must have a disability
- The program provides priority assistance to:
 - Families living at or below the Federal Poverty guideline
 - Homeless Children
 - Children in foster care



Enrollment History



Program Model

- Coordination/integration with school districts and alignment with curriculum
- Range of program options designed to meet needs of children and families including full day, extended day and extended year
- Improved partner collaboration and resource coordination

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Additional Funding Allocation Summary

<i>Partner</i>	<i>Total Additional Funding</i>
Family Service Association	1,816,548
AVANCE – San Antonio	209,513
EISD	194,069
SAISD	556,896
Region 20	1,537,100
UHS	4,278
Metro Health	13,981
Total Funding	\$4,332,385

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Refunding Application

- In August 2009, HHS notified the City of the need to submit a refunding application by November 1, 2009
- Total amount appropriated: \$47,953,082
 - \$47,447,778 for Program Operations
 - \$505,304 for Training and Technical Assistance
- The Head Start Policy Council and Quality of Life Committee approved submission on October 6th and 13th, respectively



Planned Program Improvements

- Improved parent involvement and father participation
- Enhanced recruitment and retention directed at single parents and teenage mothers
- Increased enrollment of homeless and refugee children
- Leveraging other funding sources, including stimulus, to provide additional extended care

Program Budget

Partner	Children	Budget
Education and Early Childhood Services		
Avance	611	\$ 3,404,870
EISD	755	\$ 4,261,338
Family Service Association	2852	\$ 17,538,426
Region 20	637	\$ 3,532,115
SAISD	1934	\$ 10,919,631
Family And Community Support Services		
Avance	611	\$ 384,491
Family Service Association	6178	\$ 2,861,839

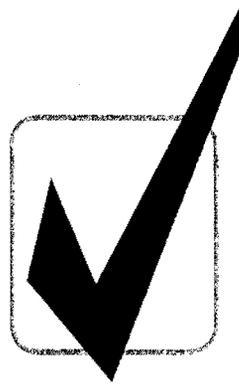
11

Program Budget, Cont.

Partner	Children	Budget
Dental Services		
Metro Health	6789	\$ 102,183
Medical Services		
University Health System	6789	\$ 156,906
Mental Health Services		
Center for Health Care Services		\$ 1,467,560
Training and Technical Assistance		
Region 20		\$ 511,192
Program Management		
COSA		\$ 2,812,531
Total Award		
		\$ 47,953,082

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**Staff
Recommends
Approval of
this
Ordinance**



Agenda Item:	17						
Date:	10/15/2009						
Time:	11:29:23 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance (a) ratifying the prior submission of a revised grant application for February 1, 2009 through January 31, 2010 to the U.S. Department of Health and Human Services (HHS); (b) authorizing contract amendments for the period of April 1, 2009 through January 31, 2010 with Head Start contractors totaling \$4,332,385.00, which includes \$2,805,901.00 in American Reinvestment and Recovery Act (ARRA) stimulus funding; and (c) authorizing the submission of an grant application, and the acceptance, upon award, of a Head Start Program continuation grant in an amount up to \$47,953,082.00 from HHS for the continuing operation of the 2010-2011 Head Start program and acceptance of additional funding as it may become available; an in-kind matching budget of up to \$11,988,270.00 (City General Fund in-kind match of \$703,133.00 and partner in-kind \$11,285,138.00); and a budget and personnel complement of 31 positions for the Department of Community Initiatives for the FY 2010 - 2011 grant. [Frances A. Gonzalez, Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					