

AN ORDINANCE 2008-02-21-0138

AUTHORIZING ACCEPTANCE OF AN \$80,000.00 GRANT FROM THE ANNIE E. CASEY FOUNDATION AND EXECUTION OF A SUB-GRANTEE AGREEMENT WITH HAVEN FOR HOPE OF BEXAR COUNTY, A TEXAS NON-PROFIT CORPORATION, TO SUPPORT SERVICES TO THE MAKING CONNECTIONS – SAN ANTONIO AREA AND THE DEVELOPMENT OF THE CENTER FOR HEALTH CARE SERVICES PUBLIC SAFETY TRIAGE AND DETOXIFICATION CENTER;

* * * * *

WHEREAS, Haven for Hope of Bexar County (“HAVEN”) will design and develop a comprehensive campus identified as the Haven for Hope which will provide a continuum of care for homeless individuals and families, and will further develop a Public Safety Triage and Detoxification Unit (the “Project”) within the *Making Connections San Antonio* neighborhood (the “Neighborhood”); and

WHEREAS, it is anticipated that the Haven for Hope campus and Project will provide up to 125 jobs in the Neighborhood and will further house up to 50 government partner agencies that will provide medical benefit enrollment, substance abuse and case management assistance to the Neighborhood; and

WHEREAS, CITY has received certain funds from the Annie E. Casey Foundation (the “Casey Foundation”) for furtherance of the development of Haven for Hope and the Project; and

WHEREAS, the funds received from the Casey Foundation will be given to HAVEN by CITY for the furtherance of the Project, as set out in a contract to be negotiated and executed by the parties (a preliminary draft of which is attached hereto); and

WHEREAS, CITY acknowledges that the utilization of these funds for services provided by HAVEN in the design and development of said Project promotes a public purpose that will benefit the City and surrounding communities; to wit: providing care, including but not limited to mental health and substance abuse services for homeless individuals and families in the CITY and furtherance of the development of the Haven for Hope;

NOW THEREFORE:

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

SECTION 1. The City Manager, or her designee, is hereby authorized to accept \$80,000.00 from the Annie E. Casey Foundation (“the Casey Foundation”), to support the development of the Center for Health Care Services Public Safety Triage and Detoxification Center (“the Project”) for the grant period February 1, 2008 through September 30, 2008.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to negotiate and execute an agreement with Haven for Hope of Bexar County ("HAVEN") in accordance with a grant from the Casey Foundation in the amount of \$80,000.00, subject to review and approval by the City Attorney's Office. A preliminary draft of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

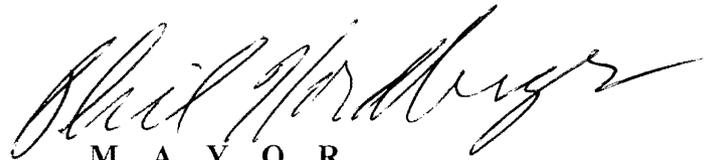
SECTION 3. Fund 26012000 entitled "Misc Grant" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant.

SECTION 4. The sum of \$80,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5202020 "Contractual Services". Payment is authorized to HAVEN upon completion of services.

SECTION 5. 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.

SECTION 6. This Ordinance shall become effective on and after March 2, 2008.

PASSED AND APPROVED this 21st day of February, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Item:	18 (in consent vote: 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 26A, 26B, 26C)						
Date:	02/21/2008						
Time:	11:26:50 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing acceptance of an \$80,000.00 grant from Annie E. Casey Foundation and execution of a sub-grantee agreement with Haven for Hope of Bexar County, a Texas non-profit corporation to support services to the Making Connections – San Antonio area and the development of the Center for Health Care Services (CHCS) Public Safety Triage and Detoxification (PSTD) Center. [Frances A. Gonzalez, Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x			x	
Louis E. Rowe	District 9		x				x
John G. Clamp	District 10		x				

CONTRACT

PROJECT NAME:

PROJECT NO.:

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This CONTRACT is hereby made and 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. dated February 21, 2008, and HAVEN FOR HOPE OF BEXAR COUNTY (hereinafter referred to as "HAVEN"), a Texas non-profit organization, acting by and through its duly authorized Director.

WHEREAS, HAVEN will design and develop a comprehensive campus identified as the Haven for Hope which will provide a continuum of care for homeless individuals and families, and will further develop a Public Safety Triage and Detoxification Unit (the "Project") within the *Making Connections San Antonio* neighborhood (the "Neighborhood"); and

WHEREAS, it is anticipated that the Haven for Hope campus and Project will provide up to 125 jobs in the Neighborhood and will further house up to 50 government partner agencies that will provide medical benefit enrollment, substance abuse and case management assistance to the Neighborhood; and

WHEREAS, CITY has received certain funds from the Annie E. Casey Foundation (the "Casey Foundation") for furtherance of the development of Haven for Hope and the Project; and

WHEREAS, the funds received from the Casey Foundation will be given to HAVEN by CITY for the furtherance of the Project, as set out in the CONTRACT and the Casey Foundation Award Letter and its attachments thereto ("Attachment I"); and

WHEREAS, CITY acknowledges that the utilization of these funds for services provided by HAVEN in the design and development of said Project promotes a public purpose that will benefit the City and surrounding communities; to wit: providing care, including but not limited to mental health and substance abuse services for homeless individuals and families in the CITY and furtherance of the development of the Haven for Hope;

NOW THEREFORE:

The parties hereto severally and collectively agree, and by the execution hereof are bound to the mutual obligations herein contained, and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this CONTRACT shall commence immediately upon its execution and shall terminate on the earlier of (a) August 1, 2008, or (b) Project completion.

II. RESPONSIBILITIES

2.1 HAVEN hereby accepts responsibility for the performance, in a satisfactory and efficient manner as solely determined by CITY, of all activities set forth in this CONTRACT.

2.2 Unless written notification by HAVEN to the contrary is received and approved by CITY, HAVEN's Director shall be HAVEN's designated representative responsible for the management of all contractual matters pertaining to this CONTRACT.

2.3 City's Director of the Department of Community Initiatives or his designate shall be CITY's representative responsible for the administration of this CONTRACT.

2.4 Communications between CITY and HAVEN shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.2 and 2.3 hereinabove.

III. COMPLIANCE WITH STATE AND LOCAL LAWS

3.1 HAVEN shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting HAVEN's operations pursuant to this CONTRACT.

IV. LEGAL AUTHORITY

4.1 HAVEN represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

4.2 The signer of this CONTRACT for HAVEN represents, warrants, assures and guarantees that he or she has full legal authority to execute this CONTRACT on behalf of HAVEN and to bind HAVEN to all terms, performances and provisions herein contained.

4.3 In the event that a dispute arises as to the legal authority to enter into this CONTRACT of either the HAVEN or the person signing on behalf of HAVEN, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, however, HAVEN shall be liable to CITY for any money it has received from CITY for performance of any of the provisions hereof.

V. SUBSTITUTION OF FUNDS

5.1 HAVEN agrees that the funds and resources provided to it under the terms of this CONTRACT shall in no way be substituted for funds and resources provided from other sources.

VI. PERFORMANCE BY HAVEN

6.1 HAVEN, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall manage, perform and provide all of the activities set forth in this CONTRACT and its attachments hereto to CITY's satisfaction, utilizing funds remitted to HAVEN by CITY under the terms of this CONTRACT.

6.2 CITY shall grant to HAVEN an amount not to exceed \$80,000.00. HAVEN agrees that it shall use the grant funds to re-pay loan(s) used to purchase a building located at _____ associated with the Project.

6.3 HAVEN agrees that it will adhere to the terms and conditions set out in Attachment I as though it was the direct recipient of the grant.

6.4 HAVEN agrees that it will provide all necessary information to CITY, and assist in preparing required reports for the Casey Foundation as set out in the attachments hereto.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 HAVEN represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate 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;
- (B) No litigation or proceedings are presently pending or threatened against HAVEN, and that HAVEN has no information, or cause to believe, that litigation or proceedings, whether judicial or administrative, against HAVEN is imminent;
- (C) None of the provisions contained herein contravene or in any way conflict with the authority under which HAVEN is doing business or with the provisions of any existing indenture or agreement of HAVEN;
- (D) HAVEN has the legal authority to enter into this CONTRACT and accept payments hereunder, and has taken all necessary measures to authorize such execution of CONTRACT and acceptance of payments pursuant to the terms and conditions hereof; and
- (E) None of the assets of HAVEN are, both currently and for the duration of this CONTRACT, subject to any lien or encumbrance of any character, except for current taxes not delinquent.

VIII. INDEMNIFICATION

8.1 HAVEN covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage,

made upon the CITY, directly or indirectly arising out of, resulting from or related to HAVEN's activities under this CONTRACT, including any acts or omissions of HAVEN, any agent, officer, director, representative, employee, contractor or subcontractor of HAVEN, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. HAVEN shall promptly advise the CITY in writing of any claim or demand against the CITY or HAVEN known to HAVEN related to or arising out of HAVEN's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at HAVEN's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving HAVEN of any of its obligations under this paragraph.

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

8.3 It is expressly understood and agreed that HAVEN is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions and that CITY shall in no way be responsible therefor.

IX. MAINTENANCE OF RECORDS

9.1 HAVEN agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this CONTRACT. HAVEN further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT; and
- (B) That HAVEN's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

9.2 HAVEN agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the expenditure of funds under this CONTRACT.

- 9.3 HAVEN agrees to include the substance of this Article in all of its sub-contracts.
- 9.4 Nothing in this Article shall be construed to relieve HAVEN of:
- (A) Responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this CONTRACT; and
 - (B) Fiscal accountability and liability pursuant to this CONTRACT and any applicable rules, regulations and laws.

X. ACCESSIBILITY OF RECORDS

10.1 At any reasonable time and as often as CITY may deem necessary, HAVEN shall make all of its records pertaining to this CONTRACT available to CITY, or any of its authorized representatives, and shall permit CITY, or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

XI. TERMINATION

11.1 "Termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

11.2 CITY may terminate this CONTRACT for any of the following reasons:

- (A) Neglect or failure by HAVEN to perform or observe any of the terms, conditions, covenants or guarantees of this CONTRACT or of any written contract or amendment terms between CITY and HAVEN;
- (B) Termination or reduction of funding of the Project by the Casey Foundation;
- (C) Finding by CITY that HAVEN:
 - (1) is in such unsatisfactory financial condition as to endanger performance under this CONTRACT, including, but not limited to:
 - (a) The apparent inability of HAVEN to meet its financial obligations;
 - (b) The appearance of items that reflect detrimentally on the creditworthiness of HAVEN, including, but not limited to, liens, encumbrances, etc., on the assets of HAVEN.
 - (2) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this CONTRACT;
- (D) Appointment of a trustee, receiver or liquidator for all or a substantial part of HAVEN's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against HAVEN;

- (E) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of HAVEN's creditors;
- (F) Inability by HAVEN to conform to changes in local, state and federal rules, regulations and laws as provided for in Article III and in paragraph number 15.2 of this CONTRACT; and
- (G) Violation by HAVEN of any rule, regulation or law to which HAVEN is bound or shall be bound under the terms of this CONTRACT.

11.4 Upon a decision to terminate by either CITY or HAVEN, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

11.5 Upon receipt of notice to terminate, HAVEN shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this CONTRACT. To this effect, CITY shall not be liable to HAVEN or HAVEN's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

11.6 Upon receipt of notice to terminate, all finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of HAVEN under this CONTRACT shall, at the option of CITY, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by HAVEN to CITY in a timely and expeditious manner.

11.7 Within thirty (30) days after receipt of notice to terminate, HAVEN shall submit a statement to CITY, indicating in detail the actions performed under this CONTRACT prior to the effective date of termination.

11.8 Any termination of this CONTRACT as herein provided shall not relieve HAVEN from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or as provided for at law or in equity, or any claim for damages then or theretofore accruing against HAVEN hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for damages from HAVEN. Instead, all rights, options, and remedies of CITY contained in this CONTRACT shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this CONTRACT.

11.9 Should this CONTRACT be terminated by either party hereto for any reason under this CONTRACT, if the work required hereunder of HAVEN is not fully completed to the satisfaction of CITY in accordance with the terms of this CONTRACT, HAVEN shall refund any and all sums of money paid by CITY to HAVEN within ten (10) working days of CITY's written request therefor.

11.10 Upon termination of this CONTRACT by CITY under paragraph number 11.2(A), HAVEN shall be barred from future CONTRACTS with CITY absent the express written consent of the City Manager of CITY, or the City Manager's designate.

XII. ASSIGNMENTS

12.1 HAVEN shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XIII. SEVERABILITY OF PROVISIONS

13.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of 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 CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal, or unenforceable, there be added as a part of the CONTRACT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIV. NON-WAIVER OF PERFORMANCE

14.1 No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this CONTRACT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

14.2 No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

14.3 No representative or agent of CITY may waive the effect of the provisions of this Article.

XV. CHANGES AND AMENDMENTS

15.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and HAVEN.

15.2 It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. ENTIRE AGREEMENT

16.1 This CONTRACT constitutes the final and entire agreement between the parties hereto and contains all of the (including all Attachments hereto) terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XVII. NOTICES

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

CITY:

Director, Department of Community Initiatives
115 Plaza de Armas, Suite 210
San Antonio, Texas 78205

HAVEN:

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

XVIII. PARTIES BOUND

18.1 This CONTRACT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XIX. RELATIONSHIP OF PARTIES

19.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

XX. TEXAS LAW TO APPLY

20.1 THIS CONTRACT 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. VENUE AND JURISDICTION ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

EXECUTED this _____ day of _____, 2008.

CITY OF SAN ANTONIO

BY: _____
DENNIS J. CAMPA

Title: Director, Department of
Community Initiatives

BY: _____
HAVEN FOR HOPE OF BEXAR
COUNTY (a Texas Non-Profit
Corporation)

Title:

APPROVED AS TO FORM: _____
Assistant City Attorney

1101 St. Paul Street
Baltimore, MD 21202
410 517-6600
FAX 410 517-6624



The Annie E. Casey Foundation

January 22, 2008

Grant Number: 207.0749

Dennis Campa
Director
City of San Antonio Department of Community Initiatives
Department of Community Initiatives
115 Plaza de Armas Suite 210
San Antonio, TX 78205

Dear Mr. Campa:

We are pleased to inform you that the Annie E. Casey Foundation (Foundation) has taken action to provide the City of San Antonio Department of Community Initiatives, as a fiscal agent for the Haven for Hope, with a grant of up to \$80,000.00 for the period beginning December 1, 2007 through June 30, 2008.

This grant is intended to provide mental health and substance abuse services to the *Making Connections* San Antonio neighborhood in Texas.

Frank Farrow is the representative responsible for the management of this grant.

Description of Work and Products

As specified in the proposal submitted to us, we understand that the Haven for Hope, under the direction of the City of San Antonio Department of Community Initiatives, will design, develop, and manage a comprehensive campus in the *Making Connections* neighborhood that will host all the critical functionalities of a continuum of care for homeless individuals and families.

Performance Measures

As specified in the proposal submitted to us, we understand that the Haven for Hope, under the direction of the City of San Antonio Department of Community Initiatives will report on progress toward the proposed results with the following performance measures:

- Provide up to 125 jobs for the *Making Connections* neighborhood during construction; and
- House 50 nonprofit and government partner agencies that provide medical benefit enrollment, substance abuse, and case management assistance to the Westside of San Antonio.

Expenditure Responsibility

The Foundation has classified this grant as an expenditure responsibility grant. As such, it is subject to specific requirements as per section 4945 (h) of the IRS Code. Thus, the City of San Antonio Department of Community Initiatives will need to provide the Foundation with reports on the expenditure of the funds and the progress made in fulfilling the charitable purpose for which the grant was made. Within your report, the Foundation requires that you also:

CC : Melody
Billy
Natalie

Suspense to: Billy

- Include a statement that the funds have not been diverted for other than their intended purpose;
- Clearly indicate how the funds have been expended; and
- Indicate the progress made toward achieving the purpose of the grant.

Payment Provisions

Based on the approved budget, the Foundation agrees to pay the City of San Antonio Department of Community Initiatives up to \$80,000.00 in one lump sum upon receipt and approval of this fully executed original Letter of Agreement.

Our understanding is that these funds will be spent according to the attached budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be approved in advance by the Foundation.

Reporting Requirements

The City of San Antonio Department of Community Initiatives and the Haven for Hope will submit Progress and Expenditure Reports to the Foundation according to the following schedule:

<u>Report Name</u>	<u>Due On or Before</u>	<u>Covering the Period of</u>
Final Progress Report	July 31, 2008	December 1, 2007 – June 30, 2008
Final Expenditure Report	July 31, 2008	December 1, 2007 – June 30, 2008

One original and one copy of each report should be submitted to the Foundation using the enclosed forms. Please send the reports to **Grants Reporting** and include the grant number designated on the first page of this document.

Further specific provisions of this grant are described in the attached Publication Acknowledgement Standards, and Terms and Conditions for Annie E. Casey Foundation Grants.

I hope you find the terms of this grant acceptable. Please indicate this by signing below and returning the complete original Letter of Agreement to **Grants Reporting** in the enclosed self-addressed envelope.

On behalf of the Annie E. Casey Foundation, I look forward to a productive relationship.

Sincerely,



Douglas W. Nelson
President and CEO

Dennis Campa (or Authorized Representative)

Date

Encl: Approved Budget / Terms and Conditions / Publication Acknowledgement Standards
Reporting Forms / Return Envelope / Grantee EFT Letter / Organization EFT Form



TERMS AND CONDITIONS FOR
ANNIE E. CASEY FOUNDATION GRANTS

1. All grant funds must be used only for charitable, literary, scientific or educational purposes within the meaning of Internal Revenue Code Section 170(c)(2)(B) and, more specifically, for the purposes described in the attached grant agreement and substantially in accordance with the attached approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. The grantee must administer and disburse grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation.
2. In addition to other required reports specified elsewhere in this agreement, the grantee will provide annual reports on the use of grant funds to the Foundation and a final report two months after the end of the grant period. Each report should include a narrative account of what was accomplished by the expenditure of funds (including a description of progress made towards achieving the goals of the grant) and a financial statement attested by the responsible financial officer of the grantee or a certified public accountant.
 - a. If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
 - b. If the grantee is a private non-profit organization, its report shall also include: (i) a statement the grantee distributed the grant funds as qualifying distributions (as defined in Section 4942 (g) of the Internal Revenue Code) by the end of the grantee's fiscal year following the fiscal year in which grantee received the grant funds; (ii) the name, address and amount received by each organizations to which the grantee made a qualifying distribution of grant funds; and (iii) a statement that such qualifying distributions were distributions out of the corpus (as defined in Section 4942 (g) of the Code).
3. Although the grant funds need not be maintained in a separate bank account, such funds must be shown on the grantee's books for ease of reference and verification. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, must be kept for at least four years following completion of the grant term. The grantee's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary concerning the grant.
4. The grantee should provide the Foundation with immediate notification of any changes in its tax exempt status as soon as it occurs.

5. No part of the grant funds may be used:
 - a. to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Section 4945 (d)(1) of the Internal Revenue Code);
 - b. to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945 (d)(2) of the Internal Revenue Code);
 - c. to make any grant which does not comply with the requirements of Sections 4945 (d)(3) and (4) of the Internal Revenue Code; or
 - d. to make grants to other organizations which are not described in Section 509 (a)(1), (2) or (3) of the Internal Revenue Code.
 - e. to make payments to any person or entity named in any list of suspected terrorists or blocked individuals promulgated by the U.S. government.
6. Grantee acknowledges that the Foundation has not earmarked any of the grant funds for any organization or individual other than the grantee. Grantee agrees that it is solely responsible for the selection of any other organization to receive a portion of the proceeds of this grant. The Foundation will continue to list only the grantee's name as our grantee in our records and the grantee agrees to provide the Foundation with the progress and expenditure reports, as and when they become due, for the total grant amount paid to the grantee.
7. The foregoing conditions comply with obligations imposed on the Foundation by federal law to make reasonable efforts and establish adequate procedures to see the grant funds are spent solely for the purposes for which they were granted, and to obtain full and complete reports on how grant funds have been expended. Changes in federal law, or in regulations interpreting it, may require the Foundation to ask that more detailed reports be submitted or that other steps be taken. The Foundation will promptly inform the grantee of any such changes.
8. If the grantee is a publicly-supported non-profit organization, the grantee acknowledges that the grant will not cause the grantee to lose its status as a public charity as described in Section 170(b)(1)(A) of the Code, and its determination letter from the Internal Revenue Service that the grantee is a public charity is still valid and has not been revoked.
9. If the grantee makes sub-grants to 501(c)(3) organizations, the grantee must: (a) inform the Foundation of the identities of sub-grantees promptly after they are selected; (b) obtain accounting from each sub-grantee and forward it to the Foundation directly; and (c) require that the sub-grantees be subject to the same Terms and Conditions imposed on the grantee by the Foundation. In addition, if the sub-grantee is a private foundation, the Terms and Conditions (including, in particular, paragraphs 2(b) and 5) shall apply as if the grant had been made directly by the Foundation to it.

10. If the grantee makes payments to individuals or non-501(c)(3) organizations, the grantee may enter into direct contracts with them so long as the goods and services provided to the grantee by the individuals/organizations further the purpose of the Foundation's grant to the grantee. In these cases, the grantee organization must: (a) incorporate the individual's or non-501(c)(3) organization's accounting of expenditures within the grantee's accounting to the Foundation; and (b) require that no part of the Foundation's grant funds to these individuals/organizations be used to carry on propaganda, or otherwise to influence legislation, or the outcome of any specific public election, as detailed in paragraph 5 of these Terms and Conditions.
11. Any violation of the foregoing conditions will require refunding to the Foundation of any amounts subject to the violation. The Foundation may discontinue, modify or withhold any payments due under this grant award or to require a refund of any unexpended grant funds if, in its sole judgment, such action is necessary to comply with the requirements of any law of regulation affecting its responsibilities under this grant award.
12. The State and Federal Courts located in Maryland shall have exclusive jurisdiction over any dispute which might arise in connection with this grant, and the laws of Maryland shall govern the interpretation of the terms of the grant.

The Annie E. Casey Foundation
Publication Acknowledgement Standards

The following is the standard of the Annie E. Casey Foundation (Foundation) regarding how to acknowledge the Foundation in published reports or other disseminated products produced with the grant support of the Foundation. This standard applies to both electronic and paper (i.e., tangible) versions of such products. If you have questions about the application of this standard in any reports, documents or products, please contact Connie Dykstra, ABCF Publications Coordinator, at cdykstra@accf.org, or at 1-800-222-1099.

Acknowledgement Standard

Any printed or electronic report or publication that results from this project must include an acknowledgment disclaimer, such as the following, on the inside front cover, title page, or on any page preceding the body of the report where other credits and acknowledgments are provided. On a website or similar electronic format, the disclaimer should appear at or near the beginning of the text. You are welcome to extend this suggested text with additional recognition of specific Foundation staff members, if appropriate. You may wish to contact Connie Dykstra prior to finalizing your document, if you have any questions about the wording of your disclaimer.

This research was funded by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.

If the Foundation is one of multiple funders for your project and final product, you may modify the suggested disclaimer as follows, depending on the needs and wishes of your other funders:

This research was funded in part by the Annie E. Casey Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.

OR:

This research was funded by the Annie E. Casey Foundation and _____. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of these foundations [organizations].

Copies of publications sent to the Foundation

In addition to sending a hardcopy of your final product to the Foundation staff person who manages your grant, please send three copies to the attention of The ABCF Library at The Annie B. Casey Foundation, 701 St. Paul Street, Baltimore, MD 21202. Please be sure to include information about which grant funded this product. *Please note that Grant Final Progress Reports should not be sent to the Library, only to Grants Reporting.* An electronic file copy should also be sent, if available, to cdykstra@aecf.org. These final products will become part of the Foundation library's permanent collection, and may be archived within the Foundation's knowledge management system.

The Annie E. Casey Foundation
Final/Annual Expenditure Report

Grantee: City of San Antonio Department of Community Initiatives

Grant #: 207.0749 Request ID #: 957423 AECF Staff: Frank Farrow

Project Title: provide mental health and substance abuse services to the Making Connections San Antonio neighborhood.

Reporting Period: December 1, 2007 through June 30, 2008

Report Due On: July 31, 2008

Cost Category**	Annual Budget ⁽¹⁾	Expenditures for Period ⁽¹⁾	% of Annual Budget Expended to Date
Personnel ⁽²⁾	\$	\$	%
Fringe Benefits			
Travel			
Equipment			
Supplies/Office Expenses			
Subcontract ⁽³⁾			
Consultants ⁽³⁾			
Other Direct Costs			
Total Authorized Amount	\$80,000.00	\$	%

** The Expenditure Report categories should reflect the approved grant budget

(1) Expenditures and Budget for Casey funds only

(2) Attach "Detailed Personnel Report"

(3) Attach addendum stating organization(s), purpose(s), duration and cost(s), rate(s)

Name of Project Director	Signature	Date
Name of Authorized Financial Personnel	Signature	Date

SUBMISSION OF REPORTS: If forms are marked as an Expenditure Responsibility (ER) grant in the top-right header, original reports must be signed, dated, and mailed to the attention of Grants Reporting, The Annie E. Casey Foundation, 701 St. Paul Street, Baltimore, MD 21202. Otherwise signed reports may be mailed or e-mailed to grantsreporting@aecf.org with the Grantee Name, Grant #, and Request ID# in the Subject line.

The Annie E. Casey Foundation
Final/Annual Key Personnel Report

Grantee: City of San Antonio Department of Community Initiatives
 Grant #: 207.0749 Request ID #: 957423 AECF Staff: Frank Farrow
 Project Title: provide mental health and substance abuse services to the Making Connections San Antonio neighborhood.

Reporting Period: December 1, 2007 through June 30, 2008 Report Due On: July 31, 2008

Name ⁽¹⁾	Title	Total Annual Salary	Fringe Benefits	% Time on Grant ⁽²⁾	Expenditures for Period
		\$	\$	%	\$
Subtotals		\$	\$	%	\$

- (1) Key personnel should reflect principals named in grant
- (2) If a person is not employed during the entire reporting period, please indicate the dates employed.

SUBMISSION OF REPORTS: If forms are marked as an Expenditure Responsibility (ER) grant in the top-right header, original reports must be signed, dated, and mailed to the attention of Grants Reporting, The Annie E. Casey Foundation, 701 St. Paul Street, Baltimore, MD 21202. Otherwise signed reports may be mailed or e-mailed to grantsreporting@aecf.org with the Grantee Name, Grant #, and Request ID# in the Subject line.

The Annie E. Casey Foundation
Final/Annual Progress Report

Grantee: City of San Antonio Department of Community Initiatives
Grant #: 207.0749 Request ID #: 957423 AECF Staff : Frank Farrow
Project Title: provide mental health and substance abuse services to the Making Connections San Antonio neighborhood.
Reporting Period: December 1, 2007 through June 30, 2008 **Report Due On: July 31, 2008**

Please report on the following categories in your narrative report:

Objectives

Activities and Results to Date

Performance Measures:

The Performance Measures described in your LOA are noted below. Please report on your progress.

- Provide up to 125 jobs for the *Making Connections* neighborhood during construction; and
- House 50 nonprofit and government partner agencies which provide medical benefit enrollment, substance abuse, and case management assistance to the Westside of San Antonio.

Problems/Obstacles

Planned Activities for Next Reporting Period

701 St. Paul Street
Baltimore, MD 21202
410 547-6600
FAX 410 547-6611



The Annie E. Casey Foundation

January 2007

Dear Casey Grantee:

As part of our ongoing efforts to improve our finance services to you, the Annie E. Casey Foundation is now able to send our payments via Electronic Funds Transfer (EFT). We encourage you to take advantage of this new service and enroll for EFT for the following reasons:

- Your cash flow should improve by an estimated 5-10 days between the Foundation processing your request for payment and the electronic deposit of our payment in your bank account. This is due to the reduction in paper processing, mailing and deposit time. EFT will also eliminate the "holds" that are placed on deposits of out of state checks, as the funds are available when posted to your account.
- The Foundation will notify the individual designated by your organization of each EFT transaction by E-mail, which will be sent at the same time the funds are transferred. This notification will include a facsimile of the check that you would have received. Thus, you will know that the funds have been transferred and the reason for the payment.

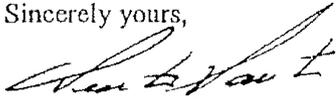
In order to enroll and receive your funds electronically, please complete the following EFT Authorization Form and return it to: The Annie E. Casey Foundation, Attn: Grants Reporting, 701 Saint Paul Street, Baltimore, MD 21202. If you are receiving this notification with a Letter of Agreement, you may return the completed EFT Form in the same envelope as the signed Letter of Agreement. Please note the following:

- The EFT Form must be completed in its entirety (including a valid signature) for us to enroll you for EFT payments.
- The first time we make a payment to you via EFT, there may be a slight delay in your receiving it as we have to "pre-note" each account prior to making the first actual transfer. This step, which only is done when establishing a new or changing an existing EFT account, can take up to a week and involves processing your banking information on a test basis.

- Once you have elected to receive payments via EFT, all payments to your organization will be made via EFT. If your organization wants to return to paper checks or make any other changes to your EFT process, complete and send us an Annie E. Casey Foundation EFT Authorization Form advising us of the action requested.
- Because the Foundation will E-Mail the individual listed on the EFT Authorization Form of the funds transfer and will attach a facsimile of the payment to the E-Mail, it is important that you provide us with the appropriate individual to receive this payment notification.

If you have questions or comments please contact Debra Handley (dhandley@aecf.org) or Richard Motsay (rmotsay@aecf.org) or call 410-576-6600.

Sincerely yours,



Burton Sonenstein
Vice President for Finance and Administration

Enc: EFT Authorization Form

The Annic B. Casey Foundation, Inc.
Electronic Funds Transfer Authorization
Organization

This form will provide the Foundation with the information necessary to make payments to you by way of Electronic Funds Transfer. All information requested on this form must be complete and legible. An officer or owner must authorize the form and return the original to the Foundation's Grants Management Department.

The Foundation will not use this information for any purpose other than what is required to transact electronic payments to the bank account specified herein.

Name of Organization: _____
(Please Print)

Bank Information

Bank Name _____

Street Address _____

City _____ State _____ ZIP Code _____

Telephone Number _____ Contact Name (optional) _____

Account Information (Checking Account Only)

Please note that for organizations, the checking account must be for that organization and cannot be for an individual.

Account Name/Title: _____

Account # _____ ABA # _____

Information for Notification by the Foundation of Payment

Name _____

Title _____

E-Mail Address _____ Telephone # _____

Place Voided Check Here

