

AN ORDINANCE 2007-03-29-0338

AUTHORIZING THE ACCEPTANCE OF AN AMENDED GRANT AWARD FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH RESOURCES & SERVICES ADMINISTRATION, IN THE AMOUNT OF \$23,656.00, TO AUGMENT SUPPORT FOR THE HEALTHY START INITIATIVE OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD AUGUST 1, 2006 TO MAY 31, 2007.

* * * * *

WHEREAS, the San Antonio Healthy Start Initiative of the San Antonio Metropolitan Health District (SAMHD) brings together community leaders and agencies to identify and address issues associated with perinatal health disparities in Bexar County; and

WHEREAS, this project provides extensive outreach and recruitment, case management intervention, and health education to at-risk women and families within targeted zip codes in San Antonio; and

WHEREAS, in order to promote longer interconceptional periods and prevent relapses of risky behaviors, project services are extended for mother and infant up to the infants second birthday; and

WHEREAS, the goals for the Healthy Start Initiative were selected based on local birth and death records, maternal health indicators, the needs of the targeted communities, and the capacity of community organizations to affect perinatal health behavior change; and

WHEREAS, the grantor has offered an additional \$23,656.00 for the Healthy Start Initiative to improve the client database which will facilitate case management, documentation of services provided, and reporting; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is authorized to accept an amended grant award from the Department of Health and Human Services, Health Resources & Services Administration, in the amount of \$23,656.00, to augment support for the Healthy Start Initiative of the San Antonio Metropolitan Health District for the period August 1, 2006 to May 31, 2007. A copy of said amended grant award is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is further authorized to execute any and all necessary documents to effectuate the acceptance of the amended grant award referenced in Section 1 of this ordinance.

SECTION 3. Fund 2602200 entitled Department of Health & Human Services, Health Resources and Services Administration (DHHS/HRSA) and Internal Order 136000000322 entitled Healthy Start Initiative 2006-07, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of the amended grant award with the DHHS/HRSA.

SECTION 4. The additional sum of \$23,656.00 is hereby appropriated in the above designated fund and the revised budget attached hereto and incorporated herein for all purposes as Attachment II is approved and adopted for entry on the City books.

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 be effective on and after April 8, 2007.

PASSED AND APPROVED this 29th day of March, 2007.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: Consent Agenda, except for 8, 14, 18, 41, 53, 57, 58C

Date: 03/29/07

Time: 02:10:52 PM

Vote Type: Multiple selection

Description:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

DM

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CMS or Ordinance Number: OR00000200704120397

TSLGRS File Code: 1000-05

Document Title:

ORD - 28-031118 Johnston Library Improvements

Ordinance Date:
4/12/2007



CMS or Ordinance Number: CN0040001425

TSLGRS File Code:1025-08-A

Document Title:

CONT - DHHS HRSA Healthy Start Initiative 2006-07

Period: August 1, 2006 - May 31, 2007

Commencement Date:

8/1/2006

Expiration Date:

5/31/2007

1. DATE ISSUED: 02/26/2007		2. PROGRAM CFDA: 93.926		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Section 751 Public Health Service Act: Title III, Part D, Section 330H ; 42 U.S.C. 254c-8							
3. SUPERCEDES AWARD NOTICE dated: 12/27/2006 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.											
4a. AWARD NO.: 6 H49MC00101-06-02		4b. GRANT NO.: H49MC00101	5. FORMER GRANT NO.:								
6. PROJECT PERIOD: FROM: 07/01/2001 THROUGH: 05/31/2009											
7. BUDGET PERIOD: FROM: 08/01/2006 THROUGH: 05/31/2007											
8. TITLE OF PROJECT (OR PROGRAM): HEALTHY START INITIATIVE											
9. GRANTEE NAME AND ADDRESS: SAN ANTONIO CITY DEPARTMENT OF FINANCE 332 W. Commerce Street STE 300 SAN ANTONIO, TX 78205-2409			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Paola Tovar-Kurth SAN ANTONIO CITY DEPARTMENT OF FINANCE 332 West Commerce San Antonio, TX 28205-2489								
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE								
a. Salaries and Wages: \$ 326,555.00 b. Fringe Benefits: \$ 147,767.00 c. Total Personnel Costs: \$ 474,322.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 22,610.00 g. Travel: \$ 25,792.00 h. Construction/Alteration and Renovation: \$ 0.00 i. Other: \$ 85,264.00 j. Consortium/Contractual Costs: \$ 23,853.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 0.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 631,841.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$ 16,815.00 q. TOTAL APPROVED BUDGET: \$ 648,656.00 i. Less Non-Federal Resources: \$ 0.00 ii. Federal Share: \$ 648,656.00			a. Authorized Financial Assistance This Period \$ 648,656.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 648,656.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00								
13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)											
<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>07</td> <td>\$ 750,000.00</td> </tr> <tr> <td>08</td> <td>\$ 750,000.00</td> </tr> </tbody> </table>						YEAR	TOTAL COSTS	07	\$ 750,000.00	08	\$ 750,000.00
YEAR	TOTAL COSTS										
07	\$ 750,000.00										
08	\$ 750,000.00										
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)											
a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00											
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$ 0.00											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: e. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)											
Electronically signed by Helen Harpold, Grants Management Officer on: 02/26/2007											
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1746002070A1		19. FUTURE RECOMMENDED FUNDING:							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE						
06-3898020	93.926	H49MC00101B0	\$ 0.00	\$ 0.00	N/A						

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Terms:

1. This revision is issued to reflect a change in Program Director from Tammy DeCoux to Paola Tovar-Kurth, in accordance with correspondence dated 01/04/2007.
2. This revision corrects the Authorized Financial Assistance This Period, block 12.a., on the Notice dated 12/27/2006. The total is now accurately stated as \$648,656.

All prior terms and conditions remain in effect unless specifically removed.

Contacts:

Program Contact: For assistance on programmatic issues, please contact Benita Baker at:
HRSA/MCHB/DPSWH
5600 Fishers Lane RM 18-12
Rockville, MD 20857-0001
Phone: (301)443-1461
Email: bbaker@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact DEBRA SKINNER at:
HRSA/OFAM/DGMO/HSB
5600 Fishers Ln RM 11A16
Rockville, MD 20857-0001
Phone: (301)594-4238
Email: dskinner@hrsa.gov
Fax: (301)594-4073

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.

Attachment II
 Department of Health and Human Services (DHHS)
 HRSA Healthy Start Initiative Project
 Fund 26022000
 Fund Center 3606610000

ESTIMATED REVENUES	SAP GL.No.	CURRENT AMOUNT	ADD (DEDUCT)	REVISED BUDGET
HRSA Healthy Start Initiative (2 H49MC00101-06-00)	4501100	\$ 625,000		625,000
HRSA Healthy Start Initiative (6 H49MC00101-06-01)	4501100		23,656	23,656
Total Estimated Revenues		\$ 625,000	23,656	648,656

APPROPRIATIONS

Healthy Start Initiative

Activity: 36-06-61 08/01/06 to 05/31/07
 Cost Center 3606610003
 Internal Order 13600000322

Regular Salaries & Wages	5101010	322,555		322,555
Overtime Salaries	5101020	0		0
High Class Pay	5101030	0		0
Language Skill Pay	5101050	4,000		4,000
retiree payout salary	5101070	0		0
Retirement Benefits - Soc. Sec.	5103005	24,981		24,981
Life Insurance	5103010	588		588
Personal Leave Buy Back Pay	5103035	0		0
Tuition reimbursemen	5103050	0		0
flex benefits contribution	5104030	89,700		89,700
Retirement Benefits - TMRS	5105010	37,978		37,978
education-classes	5201025	0		0
Fees to Professional Contractors	5201040	23,284		23,284
Advertising & Publication	5203040	5,273		5,273
Membership Dues & Licenses	5203050	4,570		4,570
Binding, Printing & Reproduction	5203060	2,373		2,373
transporation fees	5203090	6,300		6,300
Mail & Parcel Post Service	5205010	2,500		2,500
rental of office equipment	5206010	0		0
Rental of Facilities	5206010	32,000		32,000
Travel - Official	5207010	13,925		13,925
Alarm and security services	5208530	400		400
Office Supplies	5302010	4,150		4,150
clothing and linen supplies	5304005	0		0
Food	5304020	1,088		1,088
Other Commodities	5304080	2,000		2,000
Communications: Telephones	5403010	5,182		5,182
rental of pagers	5403030	0		0
Cellular Phones - Air Time	5403040	13,333		13,333
wireless data communications	5403510	4,000		4,000
Automatic Data Processing Services	5403520	0	23,656	23,656
Workers' Disability Compensation	5405020	4,044		4,044
Indirect Cost	5406530	16,815		16,815
computer equipment	5501000	0		0
computer software	5304075	3,960		3,960
Total Appropriations		\$ 625,000	23,656	648,656

Class No.	PERSONNEL COMPLEMENT	PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
Activity No. 36-06-61				
Cost Center 3606610003				
Internal Order 13600000322				
0009	Senior Office Assistant	1	0	1
0046	Management Analyst	0	0	0
0206	Health Program Manager	1	0	1
0239	Public Health Aide	1	0	1
0865	Special Project Officer	4	0	4
0870	Special Project Coordinator (.5 FTE)	1	0	1
0906	Social Services Manager	1	0	1
0985	Case Aide	3	0	3
Total Personnel:		12	0	12



CMS or Ordinance Number: OR00000200703290338

TSLGRS File Code: 1000-05

Document Title:

ORD - DHHS HRSA Healthy Start Initiative 2006-07

Period: August 1, 2006 - May 31, 2007

Ordinance Date:

3/29/2007

1



CMS or Ordinance Number: CN4600006411

TSLGRS File Code:1025-08-A

Document Title:
CONT - 28-031118 Johnston Library Improvements

Commencement Date:

10/1/2007

Expiration Date:

9/30/2008

**INTERDEPARTMENTAL
AGREEMENT**

PROJECT NAME: JOHNSTON LIBRARY IMPROVEMENTS
CFDA-14.218

PROJECT NO.: 28-031118

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Interdepartmental Agreement ("AGREEMENT") is hereby made and entered into by and between the Department of Grants Monitoring and Administration (hereinafter referred to as "GMA") of the City of San Antonio (hereinafter referred to as "CITY") and CITY's Library Department (hereinafter referred to as "DEPARTMENT").

WHEREAS, CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as "Community Development Act") for utilization in connection with its Community Development Block Grant (CDBG) Program; and

WHEREAS, the City Council has adopted a budget for such funds and has included therein, pursuant to Ordinance No. 2007-04-12-0397 dated April 12, 2007, the allocation of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for a project entitled, "Johnston Library Improvements" (hereinafter referred to as "Project"); and

WHEREAS, the City Council has designated GMA as the CITY department responsible for the administration and monitoring of the Project and all matters pertaining thereto; and

WHEREAS, GMA wishes to engage DEPARTMENT to implement and manage said Project; and

WHEREAS, in consideration for the tasks to be performed by DEPARTMENT hereunder, such allocated funds shall be available for use by DEPARTMENT, as herein authorized;

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 AGREEMENT shall commence immediately upon its execution and shall terminate on the earlier of (a) September 30, 2008, or (b) Project completion.

II. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

2.1 DEPARTMENT understands that funds provided to it pursuant to this AGREEMENT are funds which have been made available to CITY by the federal government under the Community Development Act and in accordance with CITY's HUD-approved Grant Application and with other specific assurances made and executed by CITY. DEPARTMENT, therefore, assures and certifies that it will comply with the requirements of the Community Development Act, with all regulations promulgated thereunder as codified at Title 24 of the Code of Federal Regulations, and with any and all applicable amendments or revisions to said Community Development Act or regulations.

2.2 DEPARTMENT understands that summaries of certain compliance requirements mandated by applicable laws or regulations are contained in CITY's Federal Compliance Manual, CDBG Program Policies, and that DEPARTMENT must at all times remain in compliance therewith; DEPARTMENT further understands that said summaries are intended only as such and in no way are meant to constitute a complete compilation of all duties imposed upon DEPARTMENT by law or administrative ruling, or to narrow the standards which DEPARTMENT must follow.

2.3 DEPARTMENT assures that all contractors and subcontractors receiving funds in connection with this Project are familiar with, and shall comply with, any and all applicable rules and regulations as contained in CITY's Federal Compliance Manual and that a copy of said Federal Compliance Manual will be included as part of every contract awarded in connection with this Project.

2.4 DEPARTMENT shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting DEPARTMENT's operations pursuant to the AGREEMENT.

III. MAINTENANCE OF EFFORT

3.1 DEPARTMENT agrees that the funds and resources provided to it under the terms of this AGREEMENT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources, services, or other benefits which would have been available to, or provided through, DEPARTMENT had this AGREEMENT not been executed.

IV. PERFORMANCE

4.1 DEPARTMENT shall manage, implement, perform, provide, and carry out in a timely manner all of the tasks, activities, and services set forth in the Work Program (EXHIBIT "A") attached hereto and incorporated herein for all purposes, utilizing funds only in the manner allocated in the Project Budget (EXHIBIT "B") also attached hereto and incorporated herein for all purposes.

4.2 Modifications or alterations to the Work Program or the Project Budget may be made only pursuant to the prior written approval of GMA.

4.3 Funds are provided for the accomplishment of this Project and its specific work tasks only, as approved by the City Council. Accordingly, when all approved work tasks are completed, DEPARTMENT shall forward to GMA a Project completion statement in conjunction with the final invoice.

V. FISCAL

5.1 Inasmuch as the City Council has designated to GMA the responsibility for fiscal oversight, control and monitoring of CDBG project funds, DEPARTMENT shall submit to GMA, for written approval prior to final processing, all Project matters fiscal in nature including, but not limited to, requests for payment, purchase orders, requisitions, budget adjustments and invoices. DEPARTMENT agrees and understands that funds are awarded only for the current fiscal year. DEPARTMENT is solely responsible for submitting any and all invoices incurred through September of the current fiscal year by no later than October 15th of the next fiscal year.

VI. MAINTENANCE AND ACCESSIBILITY OF RECORDS

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

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT and with all applicable federal and state

regulations establishing standards for financial management; and

- (B) That DEPARTMENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

6.2 As often, at such times, and in such form as GMA may require, DEPARTMENT shall, upon GMA's verbal or written request, make available and furnish to GMA any and all statements, reports, data and information deemed by GMA to pertain to matters covered by this AGREEMENT.

VII. PERFORMANCE REPORTS

7.1 At minimum, DEPARTMENT shall submit project performance reports to GMA in accordance with the following schedule:

<u>Fiscal Quarter</u>	<u>Report Due</u>
First (October-December)	January
Second (January-March)	April
Third (April-June)	July
Fourth (July-September)	October

7.2 Project performance reports shall be submitted to GMA by DEPARTMENT no later than ten (10) working days following the end of each required reporting period.

VIII. CHANGES AND AMENDMENTS

8.1 Alterations, additions or deletions to the terms of this AGREEMENT shall be by written amendment executed by both GMA and DEPARTMENT.

IX. SPECIAL CONDITIONS

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

- (A) The work to be performed under this AGREEMENT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

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

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this AGREEMENT that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9.2 DEPARTMENT acknowledges and agrees that funds provided hereunder shall be used solely to pay expenses associated with the implementation of Project activities as described in the Project Description of this Agreement and accordingly must benefit low to moderate-income persons.

9.3 DEPARTMENT shall not enter into any third-party professional or contractual service agreement in connection with the Project without providing notice to, and obtaining prior approval from, the Department of Grants Monitoring and Administration.

9.4 DEPARTMENT shall ensure that all third-party professional and contractual services in connection with Project implementation are procured in accordance with 24 C.F.R. 85, the Common Rule on Procurement and Competitive Standards.

9.5 DEPARTMENT warrants that all federal and local procurement and bidding policies have been, and will continue to be, adhered to in the implementation of this Project.

9.6 DEPARTMENT shall assume responsibility for monitoring and oversight of all activities relating to this Project and shall ensure compliance with all applicable statutory and regulatory requirements and guidelines, including, but not limited to those related to Davis Bacon Wage rates, building plans and permits, building inspections and environmental reviews.

9.7 DEPARTMENT shall coordinate with the CITY's Public Works Department with regard to ascertaining how the Project Budget will support construction expenses and all other construction related activities including, but not limited to, building plans, specifications, certificates of occupancy, building inspections, permits, bidding procedures, and Davis-Bacon Wage Rates.

9.8 DEPARTMENT shall submit quarterly Performance Reports to the Department of Grants Monitoring and Administration, consistent with the performance measures set

forth in this AGREEMENT, on the status of the Project no later than ten (10) working days following the end of each month.

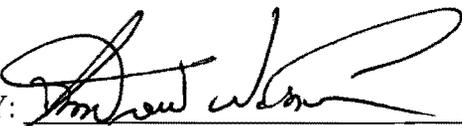
9.9 DEPARTMENT shall submit to GMA a performance report, summarizing project activities, on a one-time basis to be due ten (10) business days after the completion of the Project.

9.9 DEPARTMENT shall uphold the CITY's Small Business Economic Development Advocacy (SBEDA) policy to involve qualified, Small, Minority, Women-Owned Business Enterprises (SMWBE), and local business enterprises, to the greatest extent feasible, in the CITY's public works construction, procurement contracts, professional service, and other discretionary contracts.

EXECUTED this 1st day of October, 2007.

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

LIBRARY DEPARTMENT

BY:  ANDREW W. CAMERON

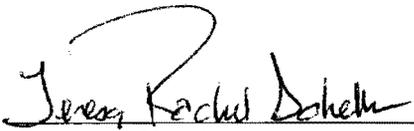
Title: Director

ICA

BY:  RAMIRO SALAZAR

Title: Director

APPROVED AS TO FORM:

 Assistant City Attorney

ATTACHMENTS

- Exhibit "A" - Work Program
- Exhibit "B" - Project Budget

EXHIBIT “A”

WORK PROGRAM

WORK PROGRAM

- I. DEPARTMENT: Library
- II. PROJECT NAME: Johnston Library Improvements
- III. PROJECT NO.: 28-031118
- IV. PROJECT LOCATION: 6307 Sun Valley Drive
- V. PROJECT DESCRIPTION:

CDBG Funds will be used for roof replacement and repairs, parking lot renovations, seal coating and new striping, exterior masonry repairs, carpet replacement, plumbing and electrical upgrades, painting and other minor repairs as needed.

- VI. DETAILED/QUANTIFIED SCOPE OF WORK:

<u>Performance Measures</u>	<u>Goal/Adopted FY 2007-2008</u>	<u>1st. Qtr. Actual</u>	<u>2nd Qtr. Actual</u>	<u>3rd Qtr. Actual</u>	<u>4th Qtr. Actual</u>
Total CDBG Funds Expended	\$150,000				
Total Other Project Funds Expended	\$300,00				
Pre-Construction Start Date	10/01/07				
Pre-Construction Completion Date	12/31/07				
Construction Start Date	1/01/08				
Construction Completion Date - CDBG Funded Activity	9/30/08				
Construction Completion Date - All Project Activity	9/30/08				
Total No. of Persons Served (Per Qtr)	*				
Total No. of Low/Moderate Income Persons Served (Per Qtr)	*				

* The number of people served is not tracked. Three public school districts meet at 410 and Medina Base Road: North ISD, South San ISD and Southwest ISD with 20 elementary schools, 7 middle schools, and 3 high schools. Johnston also serves 7 private schools and nearly 155 homes.

EXHIBIT "B"
PROJECT BUDGET

PROJECT BUDGET

DEPARTMENT: Library

PROJECT NAME: Johnston Library Improvements

PROJECT NO.: 28-031118

TOTAL BUDGET AMOUNT: \$150,000.00

Internal Order No.	GL Account No.	Description	Budget
1131000001480	5202025	Facility Improvements	\$150,000.00
		TOTAL BUDGET	\$150,000.00

MEETING OF THE CITY COUNCIL

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

AGENDA ITEM NUMBER: 37

DATE: MAR 29 2007

MOTION: _____

ORDINANCE NUMBER: _____

RESOLUTION NUMBER: 2007-03-29-0338

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

ROGER A. FLORES District 1			
SHEILA B. MCNEEL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI BAGLE District 5			
DELICIA HERRERA District 6			
ELENA GUJARDO District 7			
ART A. HALL District 8			
KEVIN A. VOLTY District 9			
CHRISTOPHER "CHIP" HAASS District 10			
PHIL HARDBERGER Mayor			

VIA

CONSENT AGENDA