

AN ORDINANCE 101544

**RATIFYING THE EXECUTION OF A CONTRACT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) IN THE AMOUNT OF \$25,000.00 FOR THE 2005 COMMUNITY SERVICES BLOCK GRANT PROGRAM FOR THE PROVISION OF EMERGENCY RELIEF ASSISTANCE TO HURRICANE KATRINA EVACUEES FOR THE PERIOD SEPTEMBER 1, 2005 THROUGH FEBRUARY 28, 2006; RATIFYING THE ACCEPTANCE OF SAID FUNDS; APPROVING A BUDGET AND AUTHORIZING, UPON AWARD, THE ACCEPTANCE OF ANY SUPPLEMENTAL FUNDS AWARDED BY TDHCA FOR EMERGENCY RELIEF ASSISTANCE FOR THE PERIOD SEPTEMBER 1, 2005 THROUGH FEBRUARY 28, 2006.**

**WHEREAS**, the Community Action Division (CAD), a designated community action agency and a Community Service Block Grant (CSBG) eligible entity of the Department of Community Initiatives (DCI) has operated the Community Action Program (CAP) for the City of San Antonio and Bexar County since 1979; and

**WHEREAS**, the CAP is supported by the U.S. Department of Health and Human Services, Office of Community Services, with CSBG funds administered by the Texas Department of Housing Community Affairs (TDHCA); and

**WHEREAS**, the TDHCA has made available additional funds to the City in the amount of \$25,000.00 for emergency relief assistance to Hurricane Katrina evacuees and requires a contract for the provision of direct welfare services to hurricane evacuees for the period September 1, 2005 through February 28, 2006; and

**WHEREAS**, the Director of Community Initiatives executed a contract with the TDHCA on September 7, 2005 providing for immediate disaster relief funds because the TDHCA required that the City do so if it wanted the funds immediately disbursed: and

**WHEREAS**, it is now necessary to ratify execution of said contract, ratify the acceptance of said funds, approve a budget and authorize the acceptance of any additional disaster relief funding that may be granted to the City for the provision of direct welfare to hurricane evacuees; **NOW THEREFORE:**

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

**SECTION 1.** The execution of a contract with the Texas Department of Housing Community Affairs (TDHCA) in the amount of \$25,000.00 for the 2005 Community Services Block Grant Program for the provision of emergency relief assistance to Hurricane

Katrina evacuees for the period September 1, 2005 through February 28, 2006, is ratified. The acceptance of said funds in connection therewith is ratified. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** Upon award, the City Manager or his designee or the Director of the Department of Community Initiatives is authorized to accept supplemental TDHCA grant funds for emergency relief assistance for the period September 1, 2005 through February 28, 2006. The City Manager or his designee or the Director of the Department of Community Initiatives is authorized to execute any necessary documents in connection therewith, as first reviewed and approved by the City Attorney.

**SECTION 3.** Fund No. 26-060000, Internal Order No. 138000000406, entitled "2005 CSBG Emergency Relief Katrina" is designated for recording of fiscal transactions of the CSBG Program, and the budget attached hereto and incorporated herein for all purposes as Attachment II is approved.

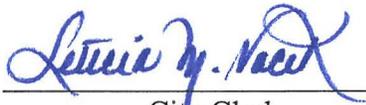
**SECTION 4.** The budget for the CSBG Program is authorized to be amended in the amount of any supplemental funds received during the contract period, including any extension thereof, and incorporated into said budget as authorized by the granting agency.

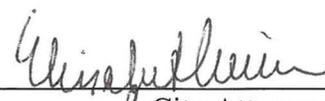
**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 6.** This ordinance shall become effective on and after October 23, 2005.

PASSED AND APPROVED this 13<sup>th</sup> day of October, 2005

  
M A Y O R

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney

# Agenda Voting Results

**Name:** 12.

**Date:** 10/13/05

**Time:** 11:25:48 AM

**Vote Type:** Multiple selection

**Description:** An Ordinance ratifying the execution of a contract with the Texas Department of Housing and Community Affairs (TDHCA) in the amount of \$25,000.00 for the 2005 Community Services Block Grant Program for the provision of emergency relief assistance to Hurricane Katrina evacuees for the period September 1, 2005 through February 28, 2006; ratifying the acceptance of said funds; approving a budget and authorizing, upon award, the acceptance of any supplemental funds awarded by TDHCA for emergency relief assistance for the period September 1, 2005 through February 28, 2006. [Presented by Dennis J. Campa, Director, Community Initiatives; Frances A. Gonzalez, Assistant City Manager]

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		

MEETING OF THE CITY COUNCIL

*Luck Ord.*

ALAMODOME
ASSET MANAGEMENT
AVIATION
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
CONTRACT SERVICES
COUNCIL OFFICES
CULTURAL AFFAIRS
CUSTOMER SERVICE/311 SYSTEM
DEVELOPMENT SERVICES
HOUSE NUMBERING
LAND DEVELOPMENT SERVICES
TRAFFIC & DRAINAGE PLAN REVIEW
ECONOMIC DEVELOPMENT
ENVIRONMENTAL SERVICES
SOLID WASTE
EXTERNAL RELATIONS
PUBLIC INFORMATION OFFICE
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
MANAGEMENT & BUDGET (OFFICE OF) OMB
MAYOR'S OFFICE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
NEIGHBORHOOD ACTION
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT -NEIGHBORHOOD PLNG; URBAN DESIGN/HISTORIC PRESERVATION
DISABILITY ACCESS OFFICE
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC UTILITIES
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE DIVISION
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: \_\_\_\_\_

*12*

DATE: \_\_\_\_\_

*OCT 13 2005*

MOTION/SECOND: \_\_\_\_\_

*Herrera/Haass*

ORDINANCE NUMBER: \_\_\_\_\_

*101544*

RESOLUTION NUMBER: \_\_\_\_\_

ZONING CASE NUMBER: \_\_\_\_\_

TRAVEL AUTHORIZATION: \_\_\_\_\_

NAME	ROLL	AYE	NAY
ROGER O. FLORES District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI RADLE District 5			
DELICIA HERRERA District 6			
ELENA GUAJARDO District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPER "CHIP" HAASS District 10			
PHIL HARDBERGER Mayor			

*Herrera asked of the amount  
and if in conjunction w/ SATHA.*

**CONSENT AGENDA**



CMS or Ordinance Number: CN0040001063

TSLGRS File Code:1025-08-A

Document Title:

CONT - TDHCA \$25,000 Emergency Relief for Hurricane Katrina Victims

**Commencement Date:**

**9/1/2005**

**Expiration Date:**

**2/28/2006**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. **615540** FOR THE  
FY 2005 COMMUNITY SERVICES BLOCK GRANT PROGRAM  
CFDA #93.569

**SECTION 1. PARTIES TO THE CONTRACT**

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and City of San Antonio, Community Action Division (herein the "Subrecipient").

**SECTION 2. CONTRACT PERIOD**

This contract shall commence on **September 1, 2005**, and, unless earlier terminated, shall end on **February 28, 2006** (herein the "Contract Period").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b) in accordance with the attached Performance Statement (herein "Exhibit A") and Budget (herein "Exhibit B"). Subrecipient's service area consists of the following counties: Bexar.

**SECTION 4. DEPARTMENT OBLIGATIONS**

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

1. Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U. S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.
2. Department is not liable to subrecipient for any cost incurred by Subrecipient which:
  - a. is subject to reimbursement by a source other than Department;
  - b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;
  - c. is not reported to Department on CSBG Monthly Report (TDHCA Form 85) within sixty (60) days following the termination of this contract;
  - d. is not incurred during the Contract Period;

- e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs, if described in Exhibit A).

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of **Twenty-Five Thousand and no/100 Dollars (\$25,000.00)**.

**SECTION 5. METHOD OF PAYMENT / CASH BALANCES**

- A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Funding/Financial/Performance Report (TDHCA Form 85) and a State of Texas Purchase Voucher for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.
- B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient or (3) Subrecipient fails to comply with the reporting requirements of Section 12.
- D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

**SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

- B. None of the costs described in Attachment C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.
- C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

#### **SECTION 7. TERMINATION AND SUSPENSION**

- A. Department may terminate this contract, in whole or in part, at any time Department determines that there is good cause for termination, including but not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least 30 days before the date of termination.
- B. Department shall not be liable for any costs incurred by Subrecipient after termination of this contract. Notwithstanding the suspension or early termination of this contract, Subrecipient shall not be relieved of any liability for any damages due to Department by virtue of any breach of this contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

#### **SECTION 8. CHANGES AND AMENDMENTS**

- A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein, effective on the date designated by such law or regulations.
- B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.
- C. Notwithstanding Subsection 8(B), Subrecipient may transfer funds between or among line items within or between the budget categories of Exhibit B without a written amendment to this contract, if:
  - 1. the cumulative amount of the transfers between direct budget categories is not more than five percent (5%) of the contract total shown on Page 1 of Exhibit B; and
  - 2. the transfer will not change the scope or objective of the programs funded under this contract.

#### **SECTION 9. DEPARTMENT ISSUANCES**

Department may issue policy directives which serve to interpret or clarify the terms of this contract. Such directives shall be issued by Department in the form of CSBG Issuances. Issuances shall not alter the terms of this contract so as to relieve Department of any obligation to reimburse an allowable cost incurred by Subrecipient prior to the effective date of the Issuance. All CSBG Issuances promulgated by Department prior to or during the Contract Period shall govern the performance of this contract until specifically rescinded by Department.

## **SECTION 10. TECHNICAL ASSISTANCE AND MONITORING**

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Surecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

## **SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS**

- A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §.42.
- B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.
- C. Subrecipient shall give HHS, the Comptroller General of the United States, and Department, or their duly authorized representatives, access to and the right to examine and copy, on or off of the premises of Subrecipient, all records pertaining to this contract. Subrecipient agrees to maintain such records in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the requirements of this Subsection in all subcontracts.

## **SECTION 12. REPORTING REQUIREMENTS**

- A. Subrecipient shall submit to Department page 1 of a CSBG Monthly Funding/Financial/Performance Report (TDHCA Form 85). The report must be received by Department according to the schedule set forth in Section 5(A).
- B. No later than the twentieth (20th) day of the month following the beginning date of contract, and each month thereafter of the contract period, Subrecipient shall submit a Monthly Performance Report in narrative form describing the program accomplishments for the previous month. Descriptions are to include quantitative data and indicate the geographic areas where activities were conducted. Other project accomplishments not included as goals in Exhibit A should be included in the Monthly Performance Report.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the termination of this contract, a final CSBG Report (TDHCA Form 85) containing a full accounting of all funds expended under this contract. The failure of Subrecipient to provide a full accounting of funds expended under this contract shall be sufficient reason for Department to deny any future contracts to Subrecipient.

- D. Subrecipient shall submit to Department no later than sixty (60) days after the termination of this contract an inventory (TDHCA Form 27) of the nonexpendable personal property (as such is defined in Attachment N of the Uniform Grant Management Standards) acquired in whole or in part with funds received under this contract.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, withhold any payment otherwise due or requested by Subrecipient hereunder. Payments withheld pursuant to this paragraph may be held by Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

### **SECTION 13. PROPERTY REQUIREMENTS**

- A. Subrecipient may not use funds provided under this contract to purchase personal property with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- B. Upon the termination or non-renewal of this contract, Department may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving funds under the CSBG Act.

### **SECTION 14. INDEPENDENT SUBRECIPIENT**

Subrecipient is an independent subrecipient. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

### **SECTION 15. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services including, but not limited to, auditors and attorneys, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 10.
- B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 15 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 15, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

### **SECTION 16. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict with the performance

of this contract and that no person having such interest shall be employed by Subrecipient or serve as a member of its governing body. No member of Subrecipient's governing body may be employed by Subrecipient during his service on the board or for twelve months thereafter.

- B. Subrecipient shall ensure that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of Subrecipient's governing body or to any officer or employee who would directly supervise such person. A definition of such prohibited relationship may be found in §573.021 et seq. of The Texas Government Code. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of one year prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- C. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipient, contractors, or potential contractors.

#### **SECTION 17. COMPLIANCE WITH LAW**

Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract.

#### **SECTION 18. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §\_.25.

#### **SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

#### **SECTION 20. LEGAL AUTHORITY**

- A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

- C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

## **SECTION 21. AUDIT**

- A. For any fiscal year included within the Grant Period during which the Subrecipient expended \$500,000 or more in total federal financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75, and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.
- B. Notwithstanding Subsection A, of this Section 21, Subrecipients expending less than \$500,000 in Federal financial assistance, may arrange for the performance of an annual financial statement audit. The audit report must include verification of all expenditures by budget category, in accordance with final Monthly/Financial Funding Performance Report (MFFPR) submitted to close out allocation year.
- C. Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. Subrecipient shall insure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 21 are subject to review and resolution by Department or its authorized representative.
- D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within ninety (90) days after the Subrecipients fiscal year end.
- E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract
- G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

## SECTION 22. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates, which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

## SECTION 23. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. None of the funds provided under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.
- D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.
- E. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with
  1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
  2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
  3. any voter registration activity.

## **SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED**

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

## **SECTION 25. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

## **SECTION 26. PREVENTION OF FRAUD AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize internal controls sufficient to provide for the proper and effective management of all program and fiscal activities funded under this contract. Subrecipient's internal controls and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

## **SECTION 27. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

## **SECTION 28. NO WAIVER**

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

## **SECTION 29. SEVERABILITY**

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

## **SECTION 30. ORAL AND WRITTEN AGREEMENTS**

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

**SECTION 31. SPECIAL CONDITIONS**

Subrecipient shall prohibit smoking in any portion of any indoor facility owned or leased by Subrecipient and used routinely or regularly by Subrecipient or any subcontractor for the provision of health, day care, education, or library services to children under the age of 18.

**SECTION 32. EXHIBITS**

The exhibits identified below are hereby made a part of this contract:

- A. Exhibit A, Performance Statement
- B. Exhibit B, Budget

SIGNED this 7<sup>th</sup> day of September 2005.

**CITY OF SAN ANTONIO,  
COMMUNITY ACTION DIVISION**

By: Dennis J. Campa  
Dennis J. Campa  
Executive Director

**TEXAS DEPARTMENT OF HOUSING  
AND COMMUNITY AFFAIRS**

By: Edwina P. Carrington  
Edwina P. Carrington  
Executive Director

This contract is not enforceable against Department unless signed by its Executive Director or her designee.

EXHIBIT A

COMMUNITY SERVICES BLOCK GRANT PROGRAM  
Performance Statement

Contractor: City of San Antonio, Community Action Division

Service Area: Bexar County

Contract No.: 615540 Contract Period: 09/01/2005 - 02/28/2006

ACTIVITIES DESCRIPTION

To provide emergency relief assistance to individuals and families from the states of Louisiana, Mississippi, and Alabama affected by Hurricane Katrina and seek refuge in the State of Texas.

These Emergency Relief Funds may be used for the provision of emergency services such as: food, clothing, pharmaceutical goods, personal hygiene items, emergency shelter, bedding and fuel (gasoline).

EXHIBIT B  
COMMUNITY SERVICES BLOCK GRANT PROGRAM  
BUDGET

Contractor: City of San Antonio, Community Action Division

Contract No.: 615540 Contract Period: 09/01/2005 - 02/28/2006

Original  Amendment #

BUDGET	AMOUNT
Food, clothing, pharmaceutical goods, personal hygiene items, emergency shelter, bedding, and fuel (gasoline)	\$ 25,000
<b>Total</b>	<b>\$ 25,000</b>

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**LETTER OF NOTIFICATION NO. 1 TO CONTRACT NO. 615540**  
**COMMUNITY SERVICES BLOCK GRANT PROGRAM**

**SECTION 1. CONTRACT**

Effective September 1, 2005, the Texas Department of Housing and Community Affairs, (herein "Department") and City of San Antonio, Community Action Division (herein "Subrecipient") executed contract no. 615540 (herein the "Contract") to provide services and activities under the Community Service Block Grant.

Pursuant to Section 4(C) of the Contract, Department notifies Subrecipient that the Limits of Liability has been amended and that the amount listed below is currently available to Subrecipient under the conditions specified in the Contract:

Fifty Thousand and no/100 Dollars (\$50,000.00).

Subrecipient shall not incur costs in excess of the amount which Department has acknowledged by the letter of notification as being available to meet Subrecipient's allowable costs.

Signed this 28<sup>th</sup> day of September, 2005.

**TEXAS DEPARTMENT OF HOUSING  
AND COMMUNITY AFFAIRS**

By:   
Edwina P. Carrington  
Executive Director

This amendment is not effective until signed by the Texas Department of Housing and Community Affairs Executive Director or her authorized designee.



.....  
**RICK PERRY**  
*Governor*

**EDWINA P. CARRINGTON**  
*Executive Director*

**BOARD MEMBERS**  
Elizabeth Anderson, Chair  
Shadrick Bogany  
C. Kent Conine  
Vidal Gonzalez  
Patrick R. Gordon  
Norberto Salinas

**MEMORANDUM**

**TO:** City of San Antonio, Community Action Division

**FROM:** Jesse Mitchell   
Manager  
Community Services Section

**DATE:** September 8, 2005

**SUBJECT:** Community Services Block Grant Program  
Contract No. 615540

Enclosed is your signed copy of the above document. If you have any questions, please contact your assigned program officer.

Enclosure



CMS or Ordinance Number: OR0000101544

TSLGRS File Code: 1000-05

Document Title:

ORD - TDHCA \$25,000 Emergency Relief for Hurricane Katrina Victims

**Ordinance Date:**  
**10/13/2005**

**2005 CSBG EMERGENCY RELIEF KATRINA**

September 1, 2005 - February 28, 2006

**BUDGET****REVENUES:**

4501100 Texas Dept of Housing & Community Affairs	25,000
<b>TOTAL REVENUES</b>	<b><u>25,000</u></b>

**APPROPRIATIONS:**

<b>138000000406 2005 CSBG Emergency Relief Katrina</b>	
5407028 DW - Personal Hygiene	945
5407031 DW - Transportation - bus passes	3,000
5407032 DW - Other- cook ware, bedding, towels, dinner ware,	21,055
<b>Total 138000000406</b>	<b><u>25,000</u></b>

<b>TOTAL APPROPRIATIONS</b>	<b><u>25,000</u></b>
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