

AN ORDINANCE 2012-04-12-0270

AUTHORIZING AN AGREEMENT WITH SAN ANTONIO SPORTS FOR THE ESTABLISHMENT OF THE SPARK SCHOOL PARK PROGRAM IN SAN ANTONIO IN AN AMOUNT UP TO \$50,000.00, FUNDED BY THE AMERICAN REINVESTMENT AND RECOVERY ACT OF 2009 – COMMUNITIES PUTTING PREVENTION TO WORK GRANT, WITH A TERM BEGINNING APRIL 12, 2012 AND ENDING ON DECEMBER 18, 2012.

* * * * *

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

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

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

WHEREAS, this agreement with San Antonio Sports will help to establish a local self-sustaining SPARK School Park Program to foster the development of neighborhood parks at local schools in San Antonio which constitutes a public purpose in the improvement in the health and welfare of the citizens of San Antonio; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee is hereby authorized to execute an agreement with San Antonio Sports for the establishment of a SPARK School Park Program in San Antonio, in an amount up to \$50,000.00 for a term beginning April 12, 2012 and ending on December 18, 2012. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Fund 2302236001 entitled “ARRA CPPW” and Internal Order 136000000465 are hereby designated for use in the accounting for the fiscal transaction in authorization of this agreement.

SECTION 3. The sum of \$50,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040. Payment is authorized to San Antonio Sports upon issuance of a Purchase Order.

SECTION 4. 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.

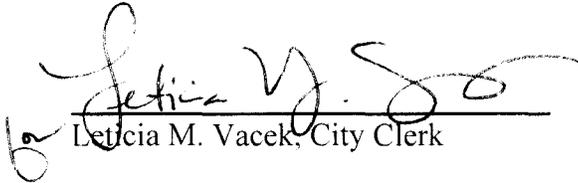
SECTION 5. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 12th day of April, 2012.



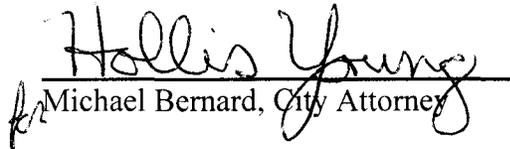
M A Y O R
Julián Castro

ATTEST:

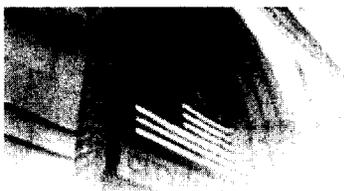


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 12A

Name:	12A, 12B						
Date:	04/12/2012						
Time:	09:54:56 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with San Antonio Sports in an amount up to \$50,000.00 in Communities Putting Prevention to Work program funds for establishment of a SPARK School Park Program in San Antonio .						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

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

San Antonio Sports
PO Box 830386
San Antonio, TX 78283

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (METRO HEALTH) acting by and through its City Manager, pursuant to Ordinance No. 2012-04-12-____ passed and approved on April __, 2012, and San Antonio Sports, a non-profit corporation, (hereinafter referred to as SAS or GRANTEE), both of which may be referred to herein collectively as the "Parties".

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

WHEREAS, two of the broad goals of the ARRA-CPPW grant are to increase physical activity and to positively change social norms regarding physical activity; and

WHEREAS, the "SPARK" program (the PROGRAM) is intended to help public schools develop school playgrounds into neighborhood parks and to empower local communities to make changes and improvements to their neighborhoods which in turn will provide residents in the grant area access to new park spaces and will offer neighborhood groups opportunities for group physical activity and impact normative beliefs regarding physical activity; and

WHEREAS, the City has determined that SAS can develop and implement the SPARK program in San Antonio and that the Program would serve a public purpose in improving the health and welfare of the citizens of San Antonio; and

NOW THEREFORE, this Memorandum of Agreement of the Parties delineates the responsibilities of each of the Parties.

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration SAS can develop and implement the SPARK program in San Antonio and will utilize the funding provided through this Agreement to develop the PROGRAM and to solidify partnership agreements and Letters of Intent for the development of SPARK sites in the City. These efforts will ultimately offer opportunities for greater physical activity and impact normative beliefs regarding physical activity and exercise among the citizens of San Antonio.

II. TERM

2.1 This agreement becomes effective immediately upon execution by the Parties and will terminate on December 18, 2012.

III. JOINT ACKNOWLEDGMENTS

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

IV. RESPONSIBILITIES OF THE CITY

4.1 In consideration of SAS performance of all services and activities set forth in this Agreement, City agrees to reimburse SAS for all Eligible Expenses (as defined in Section 7.01) for the Project incurred hereunder in an amount not to exceed FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00).

4.2 The City shall not be obligated or liable under this Agreement to any party, other than SAS for payment of any monies or for the provision of any goods or services.

V. RESPONSIBILITIES OF SA SPORTS

5.1 SAS will provide the following services and deliverables:

Deliverable	Deadline	Compensation
Documentation of consultation meeting(s) with SPARK – Houston to establish program parameters.	June 1, 2012	\$10,000
Program guidance document that outlines major components of the SPARK program to include call for applications, applicant selection, community-based project planning, funding guidelines, and implementation. The plan will also provide an annual schedule for project cycles and will list expected partners.		
SPARK program resource development plan that includes a project budget template, guidelines for project funding mix, school contribution requirements, and plans of partners to solicit for funding.	August 1, 2012	\$10,000

Application form and guidance document for solicitation of school sites.		
Evaluation criteria for review of applicants and roster of selection committee members. Criteria should prioritize sites that have limited access to other physical activity and recreation resources and that serve areas with health disparities.		
SPARK marketing plan and program overview document to be used for outreach.		
Documentation of meetings with staff from 15 Bexar County ISDs to provide information about the SPARK program and to assess opportunities for SPARK park projects (this may be through individual meetings and/or group presentations).	October 1, 2012	\$10,000
Executed partnership agreements or contracts with agencies that will participate in SPARK project design activities (i.e. UTSA school of architecture).		
A minimum of 3 letters of intent to implement SPARK projects with Bexar County school districts during 2013.	December 1, 2012	\$20,000
TOTAL		\$50,000

5.2 All work performed by SAS hereunder shall be performed to the reasonable satisfaction of the Director of METRO HEALTH (the "Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by SAS, which is not reasonably satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII Termination, in whole or in part, should SAS' work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

5.3 No additional fees, expenses, or any indirect costs of SAS shall be charged by SAS nor be payable by City. The parties hereby agree that all compensable expenses of SAS have been provided for in the total payment to SAS as specified in Section 4.1 above. Total payments to SAS cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved, as necessary, by the San Antonio City Council by passage of an ordinance therefore.

5.4 SAS agrees to provide any and all documentation required for inclusion in any report concerning the ARRA-CPPW grant. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and reasonably approved by the City.

VI. REQUESTS FOR and RETENTION of RECORDS

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

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

6.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if SAS receives inquiries regarding documents within its possession pursuant to this Agreement, SAS shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, SAS shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of SAS' receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VII. TERMINATION

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

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

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

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

7.4 Defaults With Opportunity for Cure. Should the SAS default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. SAS shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If SAS fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against SAS' future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

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

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

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

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

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

VIII. NOTICE

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

If to the City:

Thomas Schlenker, MD, MPH
Director of Health
Metro Health
332 W. Commerce, Suite 307
San Antonio, TX 78205

If to SAS:

Susan Blackwood
Executive Director
San Antonio Sports
P.O. Box 830386
San Antonio, TX 78283

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

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

- a) The American Recovery and Reinvestment Act (ARRA);
- b) 2 C.F.R. 176.210 *et seq.*;
- c) The terms and conditions of ARRA/CPPW Grant Number 1U58DP002453-01 as set out in an award letter to CITY (attached hereto, and incorporated herein, as Attachment II), as well as relevant ARRA information memorandum and publications issued by the federal government;
- d) The following Department of Management and Budget (OMB) Circulars, as applicable to the funds received by the DEPARTMENT hereunder:
 - i. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
 - ii. OMB Circular A-110, entitled, "Uniform Administrative Requirements for

Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”;

- iii. OMB Circular A-133, entitled, “Audits of States, Local Governments, and Not for Profit Organizations”.

X. ADMINISTRATION OF AGREEMENT and RESTRICTIONS ON USE OF FUNDS

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

10.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of METRO HEALTH, as representatives of the City and the parties ultimately responsible for all matters of compliance with CDC/HHS/ARRA and City rules and regulations, shall have the final authority to render or secure an interpretation.

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

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

10.5 SAS shall make available to City, CDC, HHS, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to SAS facility and to SAS personnel for the purpose of interview and discussion related to such documents. SAS shall, upon request,

transfer certain records to the custody of City, CDC or HHS when City, CDC or HHS determines that the records possess long-term retention value.

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

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

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

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

10.10 Unless disclosure is authorized by the City, SAS agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. SAS shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a

governmental agency or court of competent jurisdiction, SAS shall give the Director of the METRO HEALTH prior written notice that such disclosure is required with a full and complete description regarding such requirement. SAS shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with SAS employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit HHS', the CDC's or the City's or their authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, SAS shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

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

XI. INSURANCE

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

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

C) SAS' financial integrity is of interest to the City; therefore, subject to SAS' right to maintain reasonable deductibles in such amounts as are approved by the City, SAS shall obtain and maintain in full force and effect for the duration of this Agreement, and any

extension hereof, at SAS' sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

XII. INDEMNIFICATION

12.1 SAS covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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 or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to SAS' activities under this Agreement, including any acts or omissions of SAS, any agent, officer, director, representative, employee, consultant or subcontractor of SAS, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SAS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY 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. SAS shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SAS known to SAS related to or arising out of SAS' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SAS' cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SAS of any of its obligations under this paragraph.

12.2 Defense Counsel - SAS shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If SAS fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and SAS shall reimburse City for all costs related to retaining defense counsel until such time as SAS retains Counsel as required by this section.. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

12.3 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of SAS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SAS or any subcontractor under worker's compensation or other employee benefit acts.

XIII. APPLICABLE LAW

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

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

XIV. AMENDMENTS

14.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and SAS. The Director of METRO HEALTH may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XV. SEVERABILITY

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

XVI. LEGAL AUTHORITY

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

XVII. ENTIRE AGREEMENT

17.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing,

dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and SAS.

CITY

SAN ANTONIO SPORTS



Assistant City Manager
City of San Antonio

Date

Date

APPROVED AS TO FORM:

City Attorney

ATTACHMENT I

(RESERVED FOR AWARD DOCUMENT AMENDMENTS AND SUPPLEMENTS)

ATTACHMENT II
NOTICE OF AWARD



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

Grant Number: 1U58DP002453-01 REVISED

Principal Investigator(s):
Christine Stuart

Project Title: CATEGORY A: COMMUNITIES PUTTING PREVENTION TO WORK

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

Budget Period: 03/19/2010 – 03/18/2013

Project Period: 03/19/2010 – 03/18/2013

Dear Business Official:

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

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

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

Sincerely yours,

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

Additional information follows

SECTION I – AWARD DATA – 1U58DP002453-01 REVISED

Award Calculation (U.S. Dollars)

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

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

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

Fiscal Information:

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

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

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

CDC Administrative Data:

PCC: / OC: 4141 / Processed: ERAAPPS 01/04/2012

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

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

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

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

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

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

Treatment of Program Income:
Additional Costs

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

Revision # 9:
NO COST EXTENSION

This revised Notice of Award is issued to provide a 12 month No-Cost Extension as requested in your letter dated December 16, 2011. The budget and project period end date is now March 18, 2013.

Reporting Requirements:

Your final Federal Financial Report (FFR) and Progress Report is now due 90 days after the end of the revised budget and project period

All other terms and conditions of the Award remain unchanged.

Revision #: 8

This revised Notice of Award is issued to provide a 9 month No-Cost Extension as requested in your letter dated October 27, 2011. The budget and project period end date is now December 18, 2012.

Reporting Requirements:

Your final Federal Financial Report (FFR) and Progress Report is now due 90 days after the end of the revised budget and project period

All other terms and conditions of the Award remain unchanged.

Amendment 7: Change of Principal Investigator (PI)

The purpose of this Amended Notice of Award is to change the Principal Investigator (PI), as requested in the correspondence dated April 7, 2011. This request for the change in Principal Investigator is approved. All correspondence from CDC will be directed to Christine Stuart, Interim Assistant Director

All previous terms and conditions still apply.

PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE.

AMENDMENT No 6.

ADDITIONAL TERMS AND CONDITION OF THE AWARD:

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

Note 2. Funds will be allocated as follows:

Supplies
\$869,280.00
Travel
\$32,747.00
Other

\$3,844,768.
Contractual
\$9,720,053.

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

PLEASE REFERENCE THE AWARD NUMBER ON ALL CORRESPONDENCES

AMENDMENT #5.

1. The purpose of this amended Notice of Award is to approve the revised budget dated September 28, 2010. The activities and budgets associated with the submission are incorporated into this award.

2. The allocated dollars in the amount of \$5,915,853.00 in the "Other" cost category has been moved to the "Contractual" cost category.

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

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

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

3. All other terms and conditions remain unchanged.

AMENDMENT 4

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

All other terms and conditions remain unchanged.

STAFF CONTACTS

Grants Management Specialist: Tracey M Sims
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop E-09
Atlanta, GA 30341
Email: tsims3@cdc.gov Phone: 770-488-2739 Fax: 770-488-2777

Grants Management Officer: Tracey M Sims
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop E-09
Atlanta, GA 30341
Email: tsims3@cdc.gov Phone: 770-488-2739 Fax: 770-488-2777

SPREADSHEET SUMMARY

GRANT NUMBER: 1U58DP002453-01 REVISED

INSTITUTION: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

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

ATTACHMENT III
SPECIAL PROVISIONS

Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8 Wage Rate Requirements:

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

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

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

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

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

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

1.11 Conference Disclaimer and Use of Logos:

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

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

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

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

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

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

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

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

1.13 Trafficking in Persons: This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

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

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

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

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

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

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

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

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

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

II.

Requirements for Construction Projects

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

(a) Definitions.

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

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

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

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

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

(b) Domestic preference.

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

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

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

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

(d) Data.

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

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

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

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

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

[Include other applicable supporting information.]

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

III. Audit Requirements

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

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

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

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

IV. Reporting Requirements

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

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

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

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

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

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



Agreements with San Antonio Sports

**City Council
Agenda Item #12 A & B
April 12, 2012
Parks and Recreation Department**

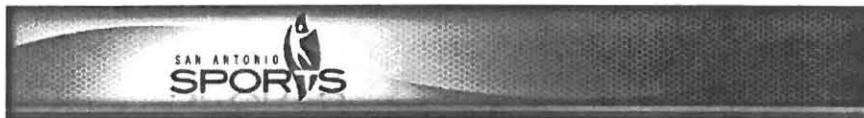


- **SPARK School Park Program
founded in Houston in 1983**
- **Utilizes existing public school
property within neighborhoods to
create community-use green space**



- **Creates partnerships between school districts, neighborhood groups, the private sector and citizens**
- **Councilman Williams challenged the San Antonio community to develop a similar program**

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San Antonio Sports (SAS)

- **Non-profit organization dedicated to youth sports programs**
 - **Works with local schools to develop programs and facilities oriented toward health & wellness**
- **Will develop and oversee the SPARK School Park program in San Antonio**

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Item A

- **Memorandum of Agreement with SAS provides \$50K in CPPW funds for development of SPARK Program**
 - Supports CPPW mission to increase public locations available for physical activity
 - Program will be self sustaining

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Item B

- **Funding Agreement provides \$49,899 to develop San Antonio's first SPARK School Park**
 - District 4 Capital Improvement Funds
 - District 8 City Council Project Funds



6

First SPARK School Park

- **Sky Harbor Elementary School in Southwest ISD**
 - Located in City Council District 4
 - Park available for community use after school hours
 - Planned improvements: playground, outdoor classrooms, fields, trails and art features
 - Completion anticipated in 2012

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Recommendation

- **Staff recommends approval of the following:**
 - **Item A: Memorandum of Agreement with SAS for SPARK Program development**
 - **Item B: Funding Agreement with SAS for development of first SPARK School Park in San Antonio**

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