

AN ORDINANCE 2008-05-29-0459

ADOPTING THE 34TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$12,227,061.00 AS CONTAINED IN THE FY 2008-2009 CONSOLIDATED PLAN ANNUAL BUDGET; AUTHORIZING THE 34TH FISCAL YEAR CDBG PROGRAM; AND AUTHORIZING THE SUBMISSION OF THE CDBG GRANT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR FY 2008-2009 CONSOLIDATED PLAN ANNUAL BUDGET, CERTIFICATION AND OTHER INFORMATION AS REQUIRED TO HUD.

* * * * *

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), pursuant to the Housing and Community Development Act of 1974, as amended (Public Law 93-383), provides cities with annual grant support to enable the rehabilitation and economic development of their urban communities so as to improve conditions for low and moderate income citizens; and

WHEREAS, the City of San Antonio, through its Community Development Block Grant (CDBG) Program, has administered CDBG Grant funds annually beginning with fiscal year 1974-1975 (Year 1), and continuing through fiscal year 2007-2008 (Year 33); and

WHEREAS, pending completion of all required administrative procedures required for official U.S. Department of Housing and Urban Development (HUD) release of funds, fiscal year 2008-2009 CDBG Entitlement funds in the amount of \$12,227,061.00 will become available to the City on October 1, 2008; and

WHEREAS, as required by federal regulation, the Fiscal Year 2008-2009 Consolidated Plan Annual Budget was prepared, encompassing grant funds of the 34th Year CDBG, 17th Year HOME Partnership Entitlement Grant (HOME), 14th Year Emergency Shelter Grant (ESG), and the 14th Year Housing Opportunities for Persons with AIDS Grant (HOPWA); and

WHEREAS, citizen recommendations regarding the allocation of the aforesaid grant funds have heretofore been received at neighborhood and city-wide meetings and at public hearings, notices of which were duly posted; and

WHEREAS, pursuant to applicable HUD regulations designed to ensure adequate citizen input, a public hearing is required in this instance; and

WHEREAS, the required notice having been duly published, and said public hearing having been held before City Council on May 15, 2008, it is now the desire of the City, having considered the aforesaid citizen recommendations, to approve the CDBG Budget as part of the Fiscal Year 2008-2009 Consolidated Plan Annual Budget and to fund the 34th Year CDBG Program on the City's books; **NOW THEREFORE:**

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

SECTION 1. The Community Development Block Grant (CDBG) Program Budget of the Fiscal Year 2008-2009 Consolidated Plan Annual Budget is hereby approved and adopted as set forth therein, copies of which are affixed hereto and incorporated by reference herein as Attachment I.

SECTION 2. The Thirty-fourth (34th) Year Community Development Block Grant (CDBG) Program beginning October 1, 2008 and terminating September 30, 2009 is hereby authorized.

SECTION 3. Subject to and upon award, Fund Number 28034000 entitled "Community Development Block Grant Thirty-fourth Year" is hereby designated for use in accounting for the above grant and the total sum of \$12,227,061.00 is hereby appropriated in said fund for allocation to projects as set out in the proposed budget affixed hereto and incorporated herein for all purposes as Attachment I. A formal budget including General Ledger numbers, Internal Order numbers and WBS Elements will be submitted to the Finance Department upon approval of the above proposed budget.

SECTION 4. A Deputy City Manager, all Assistant City Managers, Assistants to the City Manager, and the Director of Grants Monitoring and Administration are hereby designated and authorized as representatives of the City Manager for the purpose of CDBG program administration and communication with the U.S. Department of Housing and Urban Development (HUD).

SECTION 5. The City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby authorized to submit to HUD those documents set forth herein as Attachment I, with certifications, as well as such other information as required by HUD for award of the aforesaid entitlement funds.

SECTION 6. Subject to and upon award of the aforesaid grant funds, the City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby authorized to accept same and to execute any and all documents required by HUD in connection therewith.

SECTION 7. The City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby directed to monitor all CDBG-funded neighborhood revitalization and public service project activities so as to assure compliance with goals and objectives adopted by City Council; substantial fiscal or programmatic changes thereto shall in all cases be approved by the City Council.

SECTION 8. The City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby authorized and directed to carry out the administration of the 34th Year CDBG Program. Such administration shall include, but not be limited to, the execution of any and all contracts and other documents necessary in connection with the 34th Year CDBG Program, two form examples of which are affixed hereto and incorporated herein for all purposes as Attachments II and III, and the reaffirmation of any and all assurances required of the City by HUD.

SECTION 9. The Housing and Neighborhood Services Department is hereby authorized to establish a CDBG Revolving Loan Fund for its CDBG-funded Rental Rehabilitation and Owner-Occupied Rehabilitation and Reconstruction Programs, and loan repayments and interest, designated as program income, are hereby authorized to be deposited in 2008-2009 in said Revolving Loan Fund. Funds therein shall be used for additional loans in compliance with the Community Development Policy Guide and as approved by the City. The Housing and Neighborhood Services Department shall report program income revenues and expenditures to be received to the Grants Monitoring and Administration staff on or before the tenth (10th) calendar day of each month. In compliance with HUD CDBG regulations, the Finance Department, upon receipt of the revenue and expenditure reports, is hereby authorized to record program income in Fund 28034000 and to appropriate said amounts to CDBG Project entitled "Housing and Neighborhood Services Revolving Loan Account."

SECTION 10. The Director of Grants Monitoring and Administration is hereby authorized to execute any and all agreements with sub-grantees and/or City departments for each project delineated in Attachment I. Further, the Director of the Housing and Neighborhood Services Department is hereby authorized to execute any and all documents in connection with all Owner-Occupied Reconstruction, Rental Rehabilitation and housing revitalization programs. Sub-grantee contracts and interdepartmental agreements are hereby required to contain acceptable detailed performance indicators for each project and the information for such contracts and agreements must be finalized on or before November 1, 2008 in order to facilitate their execution. The Directors of the Grants Monitoring and Administration and Finance Departments are hereby authorized and directed to automatically cancel and move the full budget allocation provided to any project, including City Administration project allocations, for which acceptable performance indicators are not provided, or for which information for contract/interdepartmental agreement execution has not been received by the appropriate City department by November 1, 2008, to the CDBG Contingency Account in preparation for timely reprogramming to other eligible activities. Additionally, the Director of Grants Monitoring and Administration is hereby authorized to cancel any project activity set-up in the HUD IDIS system for which no activity is evidenced for a forty-five (45) day period.

SECTION 11. The Director of Grants Monitoring and Administration is hereby authorized to cancel and reprogram any and all budget allocations provided to any project, in the event any sub-grantee contract and/or interdepartmental agreement is not executed by January 1, 2009.

SECTION 12. All projects in CDBG Entitlement Program funds for the 33rd Year with completed scopes of work are hereby closed and unexpended grant monies and program income in said funds are hereby authorized to be placed in the contingency fund in preparation for future reprogramming in compliance with City policies and HUD regulations.

SECTION 13. Transfer of funds, expenditures and encumbrances necessitated and scheduled pursuant to the aforesaid Attachment I is hereby authorized for entry into the budgets as therein described.

SECTION 14. The City's Director of Finance is hereby authorized to effect on the books of the City the cancellations, revisions and/or reprogramming in support thereof, set forth in Attachment I. The City Manager or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, or the City's Director of Grants Monitoring and Administration is hereby

authorized to execute any and all contracts and other documents as necessary for (a) implementation of the reductions, revisions and reprogramming set forth in Attachment I and (b) compliance with HUD regulations and procedures, and to submit all certifications and such other information to and as required by HUD.

SECTION 15. The Grants Monitoring and Administration Director is hereby designated the Program Manager for the CDBG Program. Further program responsibilities shall be as follows:

- (a) The Department of Grants Monitoring and Administration shall administer and monitor all CDBG programs and fiscal activities and requests;
- (b) The Human Resources Department shall monitor all projects and sub-agencies as necessary for compliance with all equal employment opportunity rules, regulations, policies and laws;
- (c) The Department of Economic Development shall monitor all projects and sub-agencies as necessary for compliance with local, state and federal MBE-WBE rules, regulations, policies and laws;
- (d) The Community Initiatives Department shall monitor, where applicable, fair housing compliance and shall administer the handling and resolution of complaints related thereto;
- (e) The Department of Public Works shall monitor flood insurance and floodplain management compliance, shall conduct pre-construction conferences, and shall monitor Davis-Bacon compliance for all CDBG capital improvement projects;
- (f) The Office of the City Auditor shall accomplish fiscal and program compliance audits of the sub-grantee agencies in the CDBG program in compliance with OMB A-133, and in coordination with the City's annual independent audit; and
- (g) The City Attorney's Office shall provide legal services including, but not limited to, contract and loan development and review and the preparation of legal opinions to resolve questions of regulatory application associated with the development and administration of HUD programs administered by the City's Department of Grants Monitoring and Administration.

SECTION 16. The personnel classifications and pay ranges set forth in Attachment IV affixed hereto and incorporated herein for all purposes are hereby authorized for carrying out aspects of the approved 34th Year CDBG Program.

SECTION 17. The Finance Department is hereby authorized and directed in its payments to other agencies to follow drawdown procedures established by both the City of San Antonio and HUD whereby CDBG funds shall be drawn down prior to other funds in the case of multi-funded projects where not in conflict with other federal requirements. The Finance Department is further directed to ensure that prior to processing any and all fiscal requests related to Fund 28034000 CDBG accounts, each such request has received prior compliance review and approval by the Director of Grants

Monitoring and Administration or his designated representative, and that such review and approval is indicated by their signatures or initials affixed to the fiscal request.

SECTION 18. The City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby authorized to approve budget adjustments within project allocations to conform with actual expenditures if line item cost overruns occur or are anticipated.

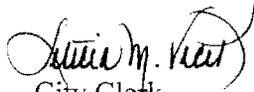
SECTION 19. The City Manager, or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Director of Grants Monitoring and Administration is hereby authorized to complete all documents required by HUD to officially close projects and program financial records following completion of the contracted scope-of-work.

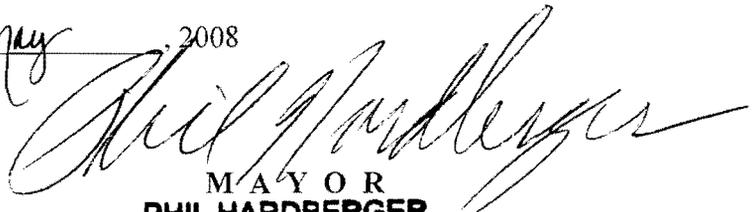
SECTION 20. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, SAP GL Account Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 21. This ordinance shall be effective on and after the 8th day of June, 2008.

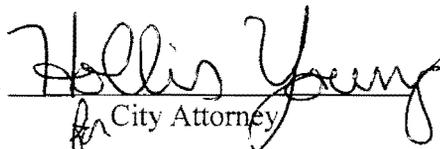
PASSED AND APPROVED this 29th day of May, 2008

ATTEST:


City Clerk


MAYOR
PHIL HARDBERGER

APPROVED AS TO FORM


City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 39A

Name:	39A, 39B, 39C, 39D						
Date:	05/29/2008						
Time:	12:03:32 PM						
Vote Type:	Motion to Appr w Cond						
Description:	An Ordinance adopting the 34th year Community Development Block Grant (CDBG) in the amount of \$12,227,061.00 as contained in the FY 2008-2009 Consolidated Plan Annual Budget; authorizing the 34th fiscal year CDBG program; and authorizing the submission of the CDBG Grant to HUD for FY 2008-2009 Consolidated Plan Annual Budget, certification and other information as required to HUD.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1				x		
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				x
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

CITY OF SAN ANTONIO
 GRANTS MONITORING AND ADMINISTRATION
 FY 2008-2009 CONSOLIDATED ANNUAL PLAN/BUDGET
 CDBG BUDGET SUMMARY

ATTACHMENT I

CDBG Revenues

FY 2008-2009 Community Development Block Grant Entitlement (CDBG)	14,384,933.00
Anticipated FY 2008-2009 CDBG Program Income	<u>450,000.00</u>
Total FY 2008-2009 CDBG Revenues	\$14,834,933.00

CDBG Budget Category Allocations

Administration & Planning Activities	2,893,174.00
Housing & Related Activities	4,983,887.00
HUD Section 108 Loan Payment	4,800,000.00
Public Services	<u>2,157,872.00</u>
Total FY 2008-2009 Proposed CDBG Allocations	\$14,834,933.00

Adopted CDBG Projects

Allocation

Administration

City Attorney CDBG Legal Administration	341,838.00
Department of Community Initiatives Fair Housing Program	211,733.00
Finance CDBG/HOME Grants Accounting	65,700.00
Grants Monitoring & Administration Program Monitoring and Oversight	1,869,830.00
Housing & Neighborhood Services Historic Gardens Administration	59,800.00
Planning & Community Development Community Development Program	324,523.00
Public Works Disability Access Administration	<u>19,750.00</u>
Total Proposed Administration Allocation	\$2,893,174.00

Capital Improvements

HUD Section 108 Capital Improvement Program Loan Payment	4,800,000.00
Total Capital Improvement Allocation	\$4,800,000.00

Housing

Affordable Showcase of Homes	500,000.00
Housing & Neighborhood Services Dept. Housing Programs Administration	1,692,950.00
Housing & Neighborhood Services Lead Based Paint Hazard Control Program	500,000.00
Housing & Neighborhood Services Rental Rehabilitation Program	400,000.00
Housing & Neighborhood Services/Merced Housing Rehabilitation Partnership	<u>1,231,814.00</u>
Total Housing Allocation	\$4,324,764.00

Neighborhood Revitalization

Economic Development Department Empowerment Zone Outreach	75,233.00
Housing & Neighborhood Services Code Compliance Enforcement	77,600.00
Housing & Neighborhood Services Neighborhood Commercial Revitalization	<u>506,290.00</u>
Total Neighborhood Revitalization	\$659,123.00

Public Services

	2,157,872.00
Total Public Services Allocation	\$2,157,872.00
Total FY 2008-2009 Adopted CDBG Allocation	\$14,834,933.00

ATTACHMENT II

CDBG FUNDED PERSONNEL CLASSIFICATIONS & PAY RANGES

MONITORING & OVERSIGHT *Housing & Community Development*

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0040	Administrative Assistant I	1	3100
0046	Management Analyst	9	3100
0156	Contract Coordinator	5	3100
0178	Contract Manager	1	3100
0826	Fiscal Planning Manger	1	3100
0909	Customer Services Representative	1	3100
0937	Community Development Coordinator	1	3100
1020	Grants Monitoring & Admin Director	1	3100
1076	Executive Secretary	1	3100
2063	Administrative Associate	1	3100

HOUSING SERVICES ADMINISTRATION *Housing & Neighborhood Services*

0040	Administrative Assistant I	1	6100
0041	Administrative Assistant II	2	6100
0161	Sr. Planner	1	6100
0555	Sr. Construction Inspector	1	6100
0558	Construction Specialists I	6	6100
0559	Construction Specialists II	2	6100
0561	Construction Supervisor	4	6100
0892	Fiscal Officer	1	6100
0910	Sr. Customer Service Representative	3	6100
0978	Housing Loan Officer	4	6100
0979	Housing Loan Coordinator	1	6100
2063	Administrative Associate	1	6100

CODE COMPLIANCE *Housing & Neighborhood Services*

0506	Code Enforcement Investigators	4	6100
0507	Code Compliance Supervisor	1	6100

CDBG FAIR HOUSING ADMINISTRATION *Community Initiatives*

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0017	Secretary I	1	3800
0918	Program Manager	1	3800
0971	Community Services Specialist	2.5	3800

ATTACHMENT II

COMMUNITY DEVELOPMENT SERVICES

Planning & Community Development

0125	Real Estate Specialist	1	5000
0146	Sr. GIS Analyst	1	5000
0870	Special Projects Coordinator	1	5000
0937	Community Development Coordinator	1	5000
1069	Assistant Planning Director	1	5000

CDBG /HOME GRANTS ACCOUNTING

Finance

0927	Financial Accountant	1	0700
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EMPOWERMENT ZONE OUTREACH AND TECHNICAL ASSISTANCE

Economic Development

0923	Sr. Economic Development Specialist	1	1600
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NEIGHBORHOOD COMMERCIAL REVITALIZATION ADMINISTRATION

Housing & Neighborhood Services

0040	Administrative Assistant I	1	6100
0161	Sr. Planner	1	6100
0923	Sr. Economic Development Specialist	1	6100

LEGAL ADMINISTRATION

City Attorney's Office

0015	Paralegal	1	0600
0063	Assistant City Attorney II	1	0600
0065	Assistant City Attorney III	1	0600
0093	Legal Secretary	2	0600

ATTACHMENT III

INTERDEPARTMENTAL AGREEMENT

PROJECT NAME: _____

PROJECT NO.: _____

CFDA 14.218

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

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

WHEREAS, the City Council has adopted a budget for such funds and has included therein, pursuant to Ordinance No. _____ dated _____, the allocation of _____ and No/100 Dollars (\$ _____) for a project entitled, “_____” (hereinafter referred to as “Project”); and

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

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

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

NOW THEREFORE:

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

I. TERM

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

II. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

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

III. MAINTENANCE OF EFFORT

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

IV. PERFORMANCE

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

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

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

V. FISCAL

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

VI. MAINTENANCE AND ACCESSIBILITY OF RECORDS

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

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) That DEPARTMENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

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

VII. PERFORMANCE REPORTS

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

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

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

VIII. CHANGES AND AMENDMENTS

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

IX. SPECIAL CONDITIONS

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

- (A) The work to be performed under this AGREEMENT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- (B) The parties to this AGREEMENT agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this AGREEMENT, the parties to this AGREEMENT certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (D) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- (E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this AGREEMENT for default, and debarment or suspension from further HUD-assisted contracts.
- (G) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.C. 450e) also applies to the work to be performed under this AGREEMENT. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to

this AGREEMENT that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9.2

EXECUTED this _____ day of _____, 2008

GRANTS MONITORING AND
ADMINISTRATION DEPARTMENT

DEPARTMENT

BY: _____
ANDREW W. CAMERON
Title: Director

BY: _____

Title: _____

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENTS

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

ATTACHMENT IV

**CDBG FUNDED PERSONNEL CLASSIFICATIONS
&
PAY RANGES**

**MONITORING & OVERSIGHT
*Housing & Community Development***

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0040	Administrative Assistant I	1	3100
0046	Management Analyst	9	3100
0156	Contract Coordinator	5	3100
0178	Contract Manager	1	3100
0826	Fiscal Planning Manager	1	3100
0909	Customer Services Representative	1	3100
0937	Community Development Coordinator	1	3100
1020	Grants Monitoring & Admin Director	1	3100
1076	Executive Secretary	1	3100
2063	Administrative Associate	1	3100

**HOUSING SERVICES ADMINISTRATION
*Housing & Neighborhood Services***

0040	Administrative Assistant I	1	6100	
0041	Administrative Assistant II	2	6100	6100
0161	Sr. Planner	1	6100	
0555	Sr. Construction Inspector	1	6100	6100
0558	Construction Specialists I	6	6100	
0559	Construction Specialists II	2	6100	
0561	Construction Supervisor	4	6100	
0892	Fiscal Officer	1	6100	
0910	Sr. Customer Service Representative	3	6100	
0978	Housing Loan Officer	4	6100	
0979	Housing Loan Coordinator	1	6100	6100
2063	Administrative Associate	1	6100	

**CODE COMPLIANCE
*Housing & Neighborhood Services***

0506	Code Enforcement Investigators	4	6100
0507	Code Compliance Supervisor	1	6100

**CDBG FAIR HOUSING ADMINISTRATION
*Community Initiatives***

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0017	Secretary I	1	3800
0918	Program Manager	1	3800
0971	Community Services Specialist	2.5	3800

ATTACHMENT IV

COMMUNITY DEVELOPMENT SERVICES
Planning & Community Development

0125	Real Estate Specialist	1	5000
0146	Sr. GIS Analyst	1	5000
0870	Special Projects Coordinator	1	5000
0937	Community Development Coordinator	1	5000
1069	Assistant Planning Director	1	5000

CDBG /HOME GRANTS ACCOUNTING
Finance

0927	Financial Accountant	1	0700
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EMPOWERMENT ZONE OUTREACH AND TECHNICAL ASSISTANCE
Economic Development

0923	Sr. Economic Development Specialist	1	1600
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NEIGHBORHOOD COMMERCIAL REVITALIZATION ADMINISTRATION
Housing & Neighborhood Services

0040	Administrative Assistant I	1	6100
0161	Sr. Planner	1	6100
0923	Sr. Economic Development Specialist	1	6100

LEGAL ADMINISTRATION
City Attorney's Office

0015	Paralegal	1	0600
0063	Assistant City Attorney II	1	0600
0055	Assistant City Attorney III	1	0600
0093	Legal Secretary	2	0600

ATTACHMENT IV

HOME FUNDED PERSONNEL CLASSIFICATIONS
&
PAY RANGES

<u>Job Class</u>	<u>Job Title</u>	<u># of Positions</u>	<u>Business Area</u>
0046	Management Analyst	4	3100
2063	Administrative Associate	1	3100

ESG/ HOPWA ADMINISTRATION
DCI, Community Action Division

0046	Management Analyst	1	3800
0961	Caseworker I	1	3800
0971	Caseworker II	2	3800