

AN ORDINANCE **2010-08-05-0645**

ADOPTING THE 36TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$16,191,905.57 AS CONTAINED IN THE FY 2010-2011 CONSOLIDATED PLAN ANNUAL BUDGET; AUTHORIZING THE 36TH 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 2010-2011 CONSOLIDATED PLAN ANNUAL BUDGET, CERTIFICATION AND OTHER INFORMATION AS REQUIRED BY 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 2009-2010 (Year 35); 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 2009-2010 CDBG Entitlement funds in the amount of \$16,191,905.57 will become available to the City on October 1, 2010; and

WHEREAS, as required by federal regulation, the Fiscal Year 2010-2011 Consolidated Plan Annual Budget was prepared, encompassing grant funds of the 36th Year CDBG, 19th Year HOME Partnership Entitlement Grant (HOME), 16th Year Emergency Shelter Grant (ESG), and the 16th 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 August 5, 2010, 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 2010-2011 Consolidated Plan Annual Budget and to fund the 36th Year CDBG Program on the City's books; and

WHEREAS, the City Council also desires to designate the Grants Administrator for the Office of Grants Monitoring and Administration as the Certifying Official concerning the National Environmental Policy Act (NEPA) and other related laws governing HUD's Environmental Review requirement; **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 2010-2011 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-sixth (36th) Year Community Development Block Grant (CDBG) Program beginning October 1, 2010 and terminating September 30, 2011 is hereby authorized.

SECTION 3. Subject to and upon award, Fund Number 28036000 entitled "Community Development Block Grant 36th Year" is hereby designated for use in accounting for the above grant and the total sum of \$16,191,905.57 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 final budget including General Ledger numbers and Internal Order numbers 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 Grants Administrator of the Office 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 Grants Administrator of the Office 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 Grants Administrator 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 Grants Administrator of the Office 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 Grants Administrator of the Office of Grants Monitoring and Administration is hereby authorized and directed to carry out the administration of the 36th 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 36th 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 Grants Administrator of the Office 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, 2010 in order to facilitate their execution. The Grants Administrator of the Office of Grants Monitoring and Administration and the Director of the Finance Department 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, 2010, to the CDBG Contingency Account in preparation for timely reprogramming to other eligible activities. Additionally, the Grants Administrator of the Office 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 10. The Grants Administrator of the Office 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, 2011.

SECTION 11. All projects in CDBG Entitlement Program funds for the 35th 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 and allowing up to ninety (90) days to move into the fund after the contract ceases.

SECTION 12. 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 13. The City's Chief Financial Officer 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 Grants Administrator of the Office 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 14. The Office of Grants Monitoring and Administration's Grants Administrator is hereby designated the Program Manager for the CDBG Program. Further program responsibilities shall be as follows:

- (a) The Office 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 Office of Grants Monitoring and Administration.

SECTION 15. 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 36th Year CDBG Program.

SECTION 16. 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 28036000 CDBG accounts, each such request has received prior compliance review and approval by the Grants Administrator of the Office of Grants Monitoring and Administration or her designated representative, and that such review and approval is indicated by their signatures or initials affixed to the fiscal request.

SECTION 17. The City Manager, or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Grants Administrator of the Office 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 18. The City Manager, or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or the Grants Administrator of the Office 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 19. The Grants Administrator for the Office of Grants Monitoring and Administration is hereby designated as the Certifying Official concerning the National Environmental Policy Act (NEPA) and other related laws governing HUD's Environmental Review requirement.

SECTION 20. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

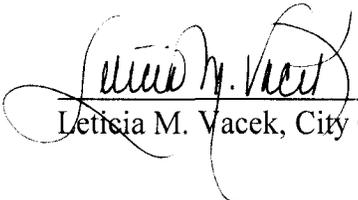
SECTION 21. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED and APPROVED this 5th day of August, 2010.



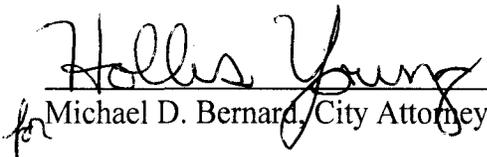
M A Y O R
Julián Castro

ATTEST:

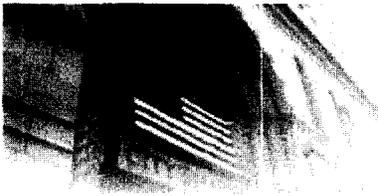


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

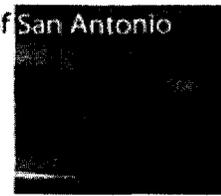


for Michael D. Bernard, City Attorney



Request for
**COUNCIL
 ACTION**

City of San Antonio



Agenda Voting Results - 5A

Name:	4, 5A, 5B, 5C, 5D						
Date:	08/05/2010						
Time:	09:59:09 AM						
Vote Type:	Motion to Appr w Cond						
Description:	An Ordinance adopting the 36th year Community Development Block Grant (CDBG) in the amount of \$16,191,955.57 as contained in the FY 2010-2011 Consolidated Plan Annual Budget; authorizing the 36th 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 2010-2011 Consolidated Plan Annual Budget, certification and other information as required by HUD.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				x
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

ATTACHMENT I

CDBG Recommended Budget w 2% Admin CQLA					
Project	District	Inner Core	Amount	District Total	Project Summary
1 Providence Catholic School - Facility Improvements	1	Y	\$100,000.00	\$100,000.00	ADA impvts. To neighboring sidewalks and street lighting.
2 Ella Austin Community Center	2	Y	\$150,000.00		Facility improvements
3 Myra David Hemminga Resource Center	2	Y	\$125,000.00		Renovation of historic buildings
4 George Gervin Center	2	Y	\$100,000.00		Facility improvements
5 HIS Kids	2	Y	\$100,000.00		Facility improvements to historic Bellinger clinic for health related use
6 Barbara Jordan Center	2	Y	\$50,000.00		Facility improvements to non-profit collaborate headquarters
7 Government Hill Sidewalks	2	Y	\$200,000.00		New construction
8 Davis Scott Family Pool Renovations	2	Y	\$34,665.00	\$759,665.00	Removal and replacement of existing ceiling grids, tile, and windows in the pool area
9 Presa Community Center Campus Expansion	3	Y	\$58,820.00	\$58,820.00	ADA retrofitting, parking expansion and resurfacing and interior improvements
10 Olga Madrid Gymnasium	5	Y	\$110,018.00		Replacement of gym floor
11 Rinconito de Esperanza - Facility Improvement	5	Y	\$337,319.00	\$447,337.00	Rehabilitation of structure(s) for the purpose of providing various community based services and programs
12 St. Joseph's Hall Facility Improvement	6	Y	\$100,000.00	\$100,000.00	Reconstruction of a 4,348 sq. ft. facility center
13 Methodist Mission Home - Campus Revitalization	7		\$150,000.00	\$150,000.00	Renovation of the entire facility
14 HNPD Lead Based Paint Hazard Control Program	CW		\$510,000.00		LBP abatement and interim controls for low-income households with children under 6 years of age
15 HNPD Rental Rehabilitation	CW		\$1,122,917.95		Rehabilitation of multi-unit structures
16 NCR - Gateway Initiative	CW		\$200,000.00	\$1,832,917.95	Construction and installation of physical gateways into NCR designated neighborhoods for the general purpose of stimulating economic development and to improve the community's
17 Legal Administration			\$341,240.70		City Attorney's Office - Four (4) FTE's
18 Civil Code Compliance Administration			\$81,172.02		City Attorney's Office - One (1) FTE
19 CDBG/HOME Grants Accounting Administration			\$67,014.00		Finance Department - One (1) FTE
20 Community Development Program Administration			\$458,838.42		Planning & Community Development - Five (5.3) FTE's
21 Disability Access Office			\$20,000.00		Public Works Department
22 Fair Housing Administration			\$232,186.78		Department of Community Initiatives - Four (4.5) FTE's
23 Monitoring & Oversight Administration			\$1,941,406.40	\$3,141,868.32	Grants Monitoring & Admin. - Thirty-one (31) FTE's
24 Empowerment Zone Outreach			\$73,653.94		Center City Development Office - One (1) FTE
25 Housing Operations Administration			\$1,865,568.80		Housing & Neighborhood Svcs. - Twenty-nine (29) FTE's
26 Neighborhood Commercial Revitalization (NCR)			\$410,851.56		Center City Development Office - Three (3) FTE's
27 Code Compliance Enforcement			\$77,600.00	\$2,427,674.30	HNPD - non-personnel expenses associated with code enforcement, rehabilitation, and revitalization efforts in blighted CDBG-eligible neighborhoods.
28 HUD 108 Debt Payment			\$4,800,000.00	\$4,800,000.00	
29 Public Service (Includes Code Compliance)			\$2,373,633.00	\$2,373,633.00	
Total Funds in the Inner Core:				\$1,466,822.00	Represents 42% in core - Recommended Projects, less Administration and Citywide programs
Total CDBG Requests			\$16,191,806.67	\$16,191,806.67	

* City wide programs will market to the Inner core area to achieve the overall 60% of funds dedicated to the Inner core area.

Attachment I (Detail)

Proposed FY 2011 CDBG - Public Service

Project Name		FY 2010 Adopted	FY 2011 Proposed
CDBG Public Service Projects - Contractual Services			
Youth Programs		\$ 826,996	\$ 783,174
Program for Disabled		\$ 424,010	\$ 190,000
Food Programs		\$ 433,022	\$ 669,162
Shelter Programs		\$ 225,900	\$ 224,457
Total CDBG Public Service Projects - Contractual Services			\$ 1,866,793
CDBG Public Service Projects - COSA Services			
COSA-Housing & Neighborhood Services	Code Compliance	\$ 157,861	\$ 157,861
COSA-Parks & Recreation Dept	Summer Teen Programs	\$ 199,782	\$ 199,782
COSA-Parks & Recreation Dept	Summer Outdoor Pool	\$ 76,557	\$ 76,557
COSA-Parks & Recreation Dept	Community Center Summer Extended Hours	\$ 72,640	\$ 72,640
CDBG Public Service Projects - COSA Services			\$ 506,840
TOTAL CDBG PUBLIC SERVICE			\$ 2,373,633

ATTACHMENT II

CONTRACT

PROJECT NAME:

PROJECT NO.:

CFDA 14.218

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This CONTRACT is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Office of Grants Monitoring and Administration pursuant to Ordinance No. _____, dated _____, and _____ (hereinafter referred to as "SUB-GRANTEE"), a Texas non-profit organization, acting by and through its duly authorized _____.

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 "the 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 the expenditure of funds for the project entitled "_____" (hereinafter referred to as "Project"); and

WHEREAS, the City Council has designated the Office of Grants Monitoring and Administration as the CITY's representative responsible for the administration and monitoring of the Project and all matters pertaining thereto; and

WHEREAS, CITY wishes to engage SUB-GRANTEE to implement and manage said Project;

NOW THEREFORE:

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

I. TERM

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

II. RESPONSIBILITIES

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

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

2.3 City's Office of Grants Monitoring and Administration _____ or _____ designate shall be CITY's representative responsible for the administration of this CONTRACT.

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

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 SUB-GRANTEE understands that funds provided to it pursuant to this CONTRACT 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. SUB-GRANTEE, therefore, assures and certifies that it will comply with the requirements of the Community Development Act and with all regulations promulgated thereunder as codified as Title 24 of the Code of Federal Regulations. SUB-GRANTEE understands, however, that the Community Development Act in no way is meant to constitute a complete compilation of all duties imposed upon SUB-GRANTEE by law or administrative ruling, or to narrow the standards which SUB-GRANTEE must follow. Accordingly, SUB-GRANTEE understands that if the regulations and issuances promulgated pursuant to the Community Development Act are amended or revised, it shall comply with them or otherwise immediately notify CITY pursuant to the provisions of Article XLVI of this CONTRACT.

3.2 SUB-GRANTEE understands that summaries of certain compliance requirements mandated by applicable laws or regulations are contained in CITY's Federal Compliance Manual, and any amendments thereof, a copy of which is attached hereto and incorporated herein for all purposes as Attachment "III B", and that SUB-GRANTEE must at all times remain in compliance therewith. SUB-GRANTEE 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 SUB-GRANTEE by law or administrative ruling, or to narrow the standards which SUB-GRANTEE must follow.

3.3 SUB-GRANTEE 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.

3.4 SUB-GRANTEE shall observe and comply with all city, state and federal laws, regulations, ordinances, and codes affecting SUB-GRANTEE's operations pursuant to this CONTRACT.

IV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

4.1 CITY's SBEDA, Non-Discrimination and Affirmative Action Policies. SUB-GRANTEE agrees and acknowledges that it is CITY's policy that small, minority, or woman-owned business enterprises shall have the maximum practical opportunity to participate in the performance of public contracts (SBEDA Policy). SUB-GRANTEE agrees that SUB-GRANTEE will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or disability and will not engage in employment practices, which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, or disability. SUB-GRANTEE further agrees that SUB-GRANTEE will abide by all applicable terms and provisions of CITY's Non-Discrimination Policy, CITY's SBEDA Policy, and CITY's Equal Opportunity Affirmative Action Policy, these policies being available in CITY's Department of Economic Development and the City Clerk's Office.

4.2 SBEDA Program. The CITY has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the CITY's Economic Development Department website and is also available in hard copy form upon request to the CITY. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this CONTRACT:

- (A) SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.
- (B) Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful

Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.

- (C) Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE’s participation does not count toward the SE utilization goal.
- (D) SBEDA Plan – SUB-GRANTEE shall submit a Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) to CITY. CITY shall provide a form for the SBEDA Plan to SUB-GRANTEE for submission.

4.3 For this CONTRACT, the Parties agree that:

- (A) The terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this CONTRACT by reference; and
- (B) The failure of SUB-GRANTEE or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this CONTRACT.
- (C) Failure of SUB-GRANTEE or any applicable SE to provide any documentation or written submissions required by the CITY or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this CONTRACT.
- (D) During the Term of this CONTRACT, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in SUB-GRANTEE’s SBEDA Plan shall constitute a material breach of the SBEDA Program and this CONTRACT.
- (E) SUB-GRANTEE shall pay all suppliers and subcontractors identified in its SBEDA Plan in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by SUB-GRANTEE to the CITY. Failure to pay SE’s in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this CONTRACT.

4.4 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this CONTRACT:

- (A) Failure of SUB-GRANTEE to utilize an SE that was originally listed in its SBEDA Plan or proposal submission to satisfy SBEDA Program goals, or failing to allow such SE to perform a Commercially Useful Function; and
- (B) Modification or elimination by SUB-GRANTEE of all or a portion of the scope of work attributable to an SE pursuant to this CONTRACT; and
- (C) Termination by SUB-GRANTEE of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker pursuant to this CONTRACT, without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; and
- (D) Participation by SUB-GRANTEE in a Conduit relationship with an SE scheduled to perform work pursuant to this CONTRACT.

4.5 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the CITY may have at law or in equity, or under this CONTRACT for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the CITY shall be entitled, at its election, to exercise any one or more of the following remedies if SUB-GRANTEE materially breaches the requirements of the SBEDA Program and such breach is not cured within thirty (30) days after SUB-GRANTEE is notified of such breach:

- (A) Terminate this CONTRACT for default;
- (B) Suspend this CONTRACT for default;
- (C) Withhold all payments due to SUB-GRANTEE under this CONTRACT until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or
- (D) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the CITY pursuant to the CONTRACT, or from any other amounts due to the SUB-GRANTEE under the CONTRACT.
- (E) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for

Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

The Parties agree that nothing in the SBEDA Program nor any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this CONTRACT.

The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

4.6 Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the CITY to exercise in the event SUB-GRANTEE or an SE violates the SBEDA Program. The Managing Department Director responsible for the CONTRACT shall then make the decision as to what remedies will be exercised.

4.7 Special Provisions for Extension of Contracts. In the event the CITY extends this CONTRACT, the CITY Managing Department responsible for monitoring this CONTRACT shall establish the following, subject to review and approval by the SBEDA Program Manager:

- (A) A SBEDA Utilization Goal for the extended period;
- (B) A modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if SUB-GRANTEE does not meet the SBEDA Utilization Goal; and
- (C) The required minimum Good Faith Efforts outreach attempts that SUB-GRANTEE shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the CONTRACT extension document. The SUB-GRANTEE entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to

meet the SBEDA Utilization Goal. Failure to do so shall subject SUB-GRANTEE to any of the remedies listed above.

V. LEGAL AUTHORITY

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

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

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

VI. MAINTENANCE OF EFFORT

6.1 SUB-GRANTEE agrees that the funds and resources provided to it under the terms of this CONTRACT shall in no way be substituted for funds and resources provided from other sources, 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, SUB-GRANTEE had this CONTRACT not been executed.

VII. PERFORMANCE BY SUB-GRANTEE

7.1 SUB-GRANTEE, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall manage, perform and provide all of the activities and services set forth in the Work Statement attached hereto, and incorporated herein for all purposes as Attachment "I," to CITY's satisfaction, utilizing only those funds remitted to SUB-GRANTEE by CITY under the terms of this CONTRACT. The funds available for utilization hereunder shall be as described in Attachment "II" also attached hereto, and incorporated herein for all purposes.

7.2 Modifications or alterations to Attachment "I" may be made only pursuant to the prior written approval of CITY's Office of Grants Monitoring and Administration or designate.

VIII. REIMBURSEMENT BY CITY

8.1 In consideration of SUB-GRANTEE's performance, in a satisfactory and efficient manner as determined by CITY, of all services and activities set forth in this CONTRACT, CITY agrees to reimburse SUB-GRANTEE for all eligible expenses incurred hereunder. Such reimbursement, however, shall be in accordance with the Project Budget set forth in Attachment "II" and shall be subject to any and all limitations and provisions set forth in this Article and in Article IX hereunder.

8.2 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of _____ and _____ /100 Dollars (\$ _____).

8.3 It is expressly understood and agreed by CITY and SUB-GRANTEE that CITY's obligations under this Article are contingent upon the actual receipt of adequate CDBG funds to meet CITY's liabilities hereunder. Should CITY not receive funds to make payments pursuant to this CONTRACT or should fund awards be reduced, CITY shall notify SUB-GRANTEE in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this CONTRACT or reduce the amount of its liability accordingly.

8.4 It is expressly understood by CITY and SUB-GRANTEE that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY.

8.5 CITY shall not be liable for any SUB-GRANTEE cost, or portion thereof, which:

- (A) Has been paid, reimbursed or is subject to payment or reimbursement from another source;
- (B) Was incurred prior to the commencement date or subsequent to the termination date of this CONTRACT as specified in Article I hereinabove;
- (C) Is not in strict accordance with the terms of this CONTRACT, including all Attachments attached hereto;
- (D) Has not been billed to CITY within thirty (30) calendar days following billing to SUB-GRANTEE, or termination of this CONTRACT, whichever is earlier; or
- (E) Is not an allowable cost as defined by Article X of this CONTRACT or by the Project Budget (Attachment "II").

8.6 CITY shall not be liable for any SUB-GRANTEE cost, or portion thereof, which is or was incurred in connection with an activity of SUB-GRANTEE where:

- (A) Prior written authorization from CITY is required for the activity and such authorization was not first procured; or
- (B) CITY has requested that SUB-GRANTEE furnish data concerning an activity prior to proceeding further therewith and SUB-GRANTEE nonetheless proceeds without first submitting the data and receiving CITY approval thereof.

8.7 CITY shall not be obligated or liable under this CONTRACT to any party, other than SUB-GRANTEE, for payment of any monies or provision of any goods or services.

**IX. RECEIPT, DISBURSEMENT AND ACCOUNT
OF FUNDS BY SUB-GRANTEE**

9.1 SUB-GRANTEE understands and agrees that it shall maintain a separate numbered account for the receipt and disbursement of all funds received pursuant to this CONTRACT and of any program income resulting therefrom, if applicable. SUB-GRANTEE further agrees that:

- (A) Such account shall contain only those funds received pursuant to this CONTRACT and that no other funds shall be mingled therewith, except funds deemed to be program income as defined in Article XI hereunder;
- (B) All checks and withdrawals from such account shall have itemized documentation in support thereof;
- (C) Such account shall be maintained, under conditions approved by CITY, in a financial institution having federal deposit insurance coverage, with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured; and
- (D) Upon SUB-GRANTEE's written request and solely within the discretion of CITY, an alternative accounting mechanism may be permitted, provided such alternative adheres at all times to generally accepted accounting principles.

9.2 Regarding method of payment, CITY and SUB-GRANTEE agree as follows:

- (A) SUB-GRANTEE shall deliver a Billing Package, a copy of which is attached hereto and incorporated herein for all purposes as Attachment "VI," to CITY's Grants Monitoring and Administration Department, in accordance with one of the following schedules as determined and agreed upon by both parties at the time of execution of this CONTRACT:
 - 1. Monthly billing, with the prior month's Billing Package received by CITY's Grants Monitoring and Administration Department by no later than the fifth (5th) day of each month;

2. Semi-monthly billing, with the prior month's Billing Packages received by CITY's Grants Monitoring and Administration Department by no later than the fifth (5th) and twentieth (20th) day of each month, respectively; or
 3. Weekly billing, with the prior week's Billing Package received by CITY's Grants Monitoring and Administration Department by no later than Wednesday of each week.
- (B) SUB-GRANTEE shall submit to CITY such other reports as may be required by CITY to document CITY liabilities under this CONTRACT.
- (C) Upon receipt of and approval by CITY of each of SUB-GRANTEE's Billing Packages, CITY shall pay to SUB-GRANTEE an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable. Delinquent or unacceptable billing of CITY by SUB-GRANTEE, however, shall justify delay of payment by CITY.
- (D) SUB-GRANTEE's financial management system shall provide for an adequate procedure to minimize the time elapsed between CITY's payment to SUB-GRANTEE and SUB-GRANTEE's disbursement of funds.

9.3 Within ten (10) working days of CITY's written request therefor, SUB-GRANTEE shall refund to CITY any sum of money paid by CITY to SUB-GRANTEE later determined to:

- (A) Have resulted in overpayment to SUB-GRANTEE;
- (B) Have not been spent by SUB-GRANTEE strictly in accordance with the terms of this CONTRACT; and/or
- (C) Not be supported by adequate documentation to fully justify the expenditure.

9.4 Upon termination of this CONTRACT, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, HUD, or any other federal agency, SUB-GRANTEE shall refund such amount to CITY within ten (10) working days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified. Refunds of disallowed or disapproved costs, however, shall not be made from funds received pursuant to this CONTRACT or from funds received from or through the federal government or CITY.

9.5 In the event that the actual amount expended by SUB-GRANTEE to meet the level of performance specified in Attachment "I," or any amendment thereto, is less than that amount provided to SUB-GRANTEE pursuant to this CONTRACT, then CITY reserves the right to reappropriate or recapture any such underexpended funds.

9.6 Utilizing the format provided by CITY, a "Contract Close-Out Package," together with a final expenditure report, for the period commencing on the date of SUB-GRANTEE's last invoice requesting reimbursement of funds pursuant to this CONTRACT, shall be submitted by SUB-GRANTEE to CITY within fifteen (15) working days following the expiration of the term of this CONTRACT.

9.7 Upon termination of this CONTRACT, all unclaimed (30 days or older) salaries or wages must be returned to CITY in the following format:

- (A) A cashier's check for the net aggregate amount payable to the "City of San Antonio"; and
- (B) A listing showing each person's social security number, full name, last known completed address, and amount owing.

X. ALLOWABLE COSTS

10.1 Costs shall be considered allowable only if approved in writing and incurred directly and specifically in the performance of and in compliance with this CONTRACT and with all city, state and federal laws, regulations and ordinances affecting SUB-GRANTEE's operations hereunder.

10.2 Approval of SUB-GRANTEE's budget as set forth in Attachment "II", however, shall not constitute prior written approval of the items included therein. For example, CITY's prior written authorization shall be required in order for the following to be considered allowable costs:

- (A) Encumbrance or expenditure during any one month period falling within the term of this CONTRACT which exceeds one-twelfth (1/12) of any budgeted line items for personnel costs as specified in Attachment "II";
- (B) CITY shall not be obligated to any third party sub-contracts of SUB-GRANTEE, nor shall CITY funds be used to pay for contract services extending beyond the expiration of this CONTRACT;
- (C) Out of town travel;
- (D) Costs or fees associated with the alteration or relocation of the facilities on and in which the activities specified in Attachment "I" are conducted;
- (E) Costs or fees associated with alterations, deletions or additions to the Personnel Schedule incorporated within Attachment "II";
- (F) Costs or fees for temporary employees or services;

- (G) Costs or fees for consultant and/or professional services; and
- (H) Costs or fees associated with attendance at meetings, seminars, or conferences.

10.3 Written requests for prior approval shall be SUB-GRANTEE's responsibility and shall be made within sufficient time to permit a thorough review by CITY. Written approval by CITY must be obtained prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Procurements and/or purchases which must be approved pursuant to the terms of this CONTRACT shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

XI. PROGRAM INCOME

11.1 For purposes of this CONTRACT, "program income" shall mean earnings of SUB-GRANTEE realized from activities resulting from this CONTRACT or from SUB-GRANTEE's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of SUB-GRANTEE, provided as a result of this CONTRACT, and payments from clients or third parties for services rendered by SUB-GRANTEE pursuant to this CONTRACT.

11.2 On a monthly basis, SUB-GRANTEE shall report and return to CITY all program income received or accrued during the preceding month. Alternative arrangements to this requirement may be made only upon written request to and written approval by CITY.

11.3 Records of the receipt and disposition of program income shall be maintained by SUB-GRANTEE in the same manner as required from other CONTRACT funds and shall be submitted to CITY in the format prescribed by CITY.

11.4 SUB-GRANTEE shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

11.5 It shall be SUB-GRANTEE's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this CONTRACT, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by CITY, SUB-GRANTEE shall be responsible to CITY for the repayment of any and all amounts determined by CITY to be program income.

XII. OWNERSHIP OF PROPERTY

12.1 All equipment and/or non-recurring items necessary in connection with this Project shall be purchased or leased by CITY's Purchasing Department through CITY's Grants Monitoring and Administration Department. Furthermore, during the last four (4) months of this CONTRACT, purchases or leasing of expendable items, such as, but not limited to, office

supplies, shall be made only upon the procurement of CITY's written consent where the cumulative cost for such items over said four-month period totals or exceeds the sum of \$200.00.

12.2 Ownership title to all capital acquisitions, supplies, materials or other property purchased with funds received pursuant to this CONTRACT and in accordance with the provisions hereof shall be vested in CITY, and possession thereof, upon termination of this CONTRACT, shall revert to CITY unless otherwise provided for by CITY in writing.

12.3 Upon delivery to SUB-GRANTEE of non-expendable property, written notification thereof shall be provided by SUB-GRANTEE to CITY within five (5) calendar days of the property's delivery so as to enable CITY to effect property identification and recording for inventory purposes. Regarding the property, SUB-GRANTEE shall at all times maintain adequate records thereon and control thereof; SUB-GRANTEE shall further perform annual physical inventories of the property in accordance with Attachment "VI" attached hereto and incorporated herein for all purposes.

12.4 SUB-GRANTEE shall be fully and solely responsible for safeguarding and maintaining all property referred to in this Article. Furthermore, SUB-GRANTEE shall be fully and solely responsible for reporting any and all lost, stolen, missing, damaged or destroyed property referred to in this Article. Inasmuch as funds provided to SUB-GRANTEE pursuant to this CONTRACT are funds which have been made available to CITY by the federal government, all such lost, stolen, missing, damaged or destroyed property shall be reported by SUB-GRANTEE to the local Police Department. SUB-GRANTEE shall make such reports immediately and shall deliver a copy of the official written police report to CITY's Grants Monitoring and Administration office immediately. Prior to such delivery, SUB-GRANTEE shall ascertain that said report includes, at a minimum, the following:

- (A) An accurate and reasonably complete description of such property; and
- (B) An accurate and reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction of such property.

In the event a copy of the official written police report has not been made available to SUB-GRANTEE, a summary of said report shall be provided and delivered by SUB-GRANTEE to CITY's Grants Monitoring and Administration office, including therein the date the report was made to the local Police Department and the name and badge number of the police officer who wrote such police report.

XIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 SUB-GRANTEE further represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate as of the date shown on the

information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;

- (B) Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and reflective of the financial condition of SUB-GRANTEE on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of SUB-GRANTEE;
- (C) No litigation or proceedings are presently pending or threatened against SUB-GRANTEE, and that SUB-GRANTEE has no information, or cause to believe, that litigation or proceedings, whether judicial or administrative, against SUB-GRANTEE is imminent;
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which SUB-GRANTEE is doing business or with the provisions of any existing indenture or agreement of SUB-GRANTEE;
- (E) SUB-GRANTEE has the legal authority to enter into this CONTRACT and accept payments hereunder, and has taken all necessary measures to authorize such execution of CONTRACT and acceptance of payments pursuant to the terms and conditions hereof; and
- (F) None of the assets of SUB-GRANTEE are, both currently and for the duration of this CONTRACT, subject to any lien or encumbrance of any character, except for current taxes not delinquent and except as shown in the financial statements provided by SUB-GRANTEE to CITY.

13.2 During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, SUB-GRANTEE covenants that it shall not, without the prior written consent of CITY's Office of Grants Monitoring and Administration or designate:

- (A) Mortgage, pledge, or otherwise encumber or cause to be encumbered any of the assets of SUB-GRANTEE now owned or hereafter acquired by it;
- (B) Permit any pre-existing mortgages, liens, or other encumbrances to remain on or attached to any of the assets of SUB-GRANTEE which are allocated to the performance of this CONTRACT and with respect to which CITY has ownership hereunder;
- (C) Sell, assign, pledge, transfer or otherwise dispose of accounts receivable, notes or claims for money due or to become due;

- (D) Sell, convey, or lease all or any substantial part of its assets; or
- (E) Make any advance or loan to, or incur any liability as guarantor, surety or accommodation endorser for any other firm, person, entity, or corporation.

13.3 Each of the foregoing representations, warranties, and covenants shall be continuing and deemed repeated each time SUB-GRANTEE submits a new request for payment in accordance with the terms, provisions and requirements of this CONTRACT.

XIV. MAINTENANCE OF RECORDS

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

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

14.2 SUB-GRANTEE agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this CONTRACT.

14.3 SUB-GRANTEE agrees to include the substance of this Article in all of its sub-contracts.

14.4 Nothing in this Article shall be construed to relieve SUB-GRANTEE of:

- (A) Responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this CONTRACT; and
- (B) Fiscal accountability and liability pursuant to this CONTRACT and any applicable rules, regulations and laws.

XV. ACCESSIBILITY OF RECORDS

15.1 At any reasonable time and as often as CITY may deem necessary, SUB-GRANTEE shall make all of its records available to CITY, HUD, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. SUB-GRANTEE's records shall include, but shall not be limited to, the following: payroll, personnel and employment records, contracts, and invoices.

XVI. PERFORMANCE RECORDS AND REPORTS

16.1 As often and in such form as CITY may require, SUB-GRANTEE shall furnish CITY such performance records and reports as deemed by CITY as pertinent to matters covered by this CONTRACT.

16.2 At minimum, monthly performance records and reports shall be submitted to CITY by SUB-GRANTEE no later than the tenth day of the following month. Records and reports shall be in accordance with the formats set forth in Attachment "V" attached hereto and incorporated herein for all purposes.

16.3 As of the commencement date of this CONTRACT, SUB-GRANTEE agrees to gather information and data relative to all programmatic and financial reporting.

XVII. MONITORING AND EVALUATION

17.1 CITY shall perform on-site monitoring of SUB-GRANTEE's performance pursuant to the terms of this CONTRACT.

17.2 SUB-GRANTEE agrees that CITY may carry out monitoring and evaluation activities so as to ensure SUB-GRANTEE's compliance with this CONTRACT, with the Community Development Act, with the Work Statement and the Performance Goals, Objectives and Indicators set forth in Attachment "I", with the program assurances and certifications executed by CITY, and with all other laws, regulations and ordinances related to the performance hereof.

17.3 SUB-GRANTEE agrees to cooperate fully with CITY in the development, implementation, and maintenance of record-keeping systems and to provide CITY with any data determined by CITY to be necessary for its effective fulfillment of its monitoring and evaluation responsibilities.

17.4 SUB-GRANTEE agrees that it will cooperate with CITY in such a way so as not to obstruct or delay CITY in its monitoring of SUB-GRANTEE's performance and that it will designate one of its staff to coordinate the monitoring process as requested by CITY staff.

17.5 After each official monitoring visit, CITY shall provide SUB-GRANTEE with a written report of monitoring findings.

17.6 Copies of any fiscal, management, or audit reports by any of SUB-GRANTEE's funding or regulatory bodies shall be submitted to CITY within five (5) working days of receipt thereof by SUB-GRANTEE.

XVIII. INSURANCE

18.1 SUB-GRANTEE agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this CONTRACT, SUB-GRANTEE shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY’s Office of Grants Monitoring and Administration, which shall be clearly labeled “ insert project name ” in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title 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 CONTRACT until such certificate and endorsements have been received and approved by the CITY’s Office of Grants Monitoring and Administration. 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 CONTRACT 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 CONTRACT. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- (C) SUB-GRANTEE’s financial integrity is of interest to the CITY; therefore, subject to SUB-GRANTEE’s right to maintain reasonable deductibles in such amounts as are approved by the CITY, SUB-GRANTEE shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at SUB-GRANTEE’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

<u>POLICY TYPES</u>	<u>AMOUNTS</u>

- (D) The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY, 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). SUB-GRANTEE 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 ten (10) days of the requested change. SUB-GRANTEE shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Office of Grants Monitoring and Administration
P.O. Box 839966
San Antonio, Texas 78283-3966

- (E) SUB-GRANTEE agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the CITY and 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; and
 - Provide thirty (30) calendar days 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 written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, SUB-GRANTEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend SUB-GRANTEE's 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 CONTRACT.
- (G) In addition to any other remedies the CITY may have upon SUB-GRANTEE's 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 SUB-GRANTEE to stop work hereunder, and/or withhold any payment(s) which

become due to SUB-GRANTEE hereunder until SUB-GRANTEE demonstrates compliance with the requirements hereof.

- (H) Nothing herein contained shall be construed as limiting in any way the extent to which SUB-GRANTEE may be held responsible for payments of damages to persons or property resulting from SUB-GRANTEE's or its subcontractors' performance of the work covered under this CONTRACT.
- (I) It is agreed that SUB-GRANTEE's 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 CONTRACT.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT.
- (K) SUB-GRANTEE and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIX. INDEMNIFICATION

19.1 SUB-GRANTEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to SUB-GRANTEE's activities under this CONTRACT, including any acts or omissions of SUB-GRANTEE, any agent, officer, director, representative, employee, contractor or subcontractor of SUB-GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SUB-GRANTEE shall promptly advise the CITY in writing of any claim or demand against the CITY or SUB-GRANTEE known to SUB-GRANTEE related to or arising out of SUB-GRANTEE's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at SUB-GRANTEE's cost. The CITY shall have the right,

at its option and at its own expense, to participate in such defense without relieving SUB-GRANTEE of any of its obligations under this paragraph.

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

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

XX. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

20.1 In the event that SUB-GRANTEE receives funding hereunder in excess of \$10,000.00, SUB-GRANTEE shall submit for CITY approval, within thirty (30) calendar days following execution of this CONTRACT, a written plan for compliance with federal equal employment opportunity and affirmative action rules, regulations and laws.

20.2 SUB-GRANTEE shall comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

20.3 So that CITY can investigate compliance with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, SUB-GRANTEE shall furnish to CITY any and all information and reports requested by CITY, and shall permit access by CITY of any and all of its books, records and accounts.

20.4 In the event of non-compliance by SUB-GRANTEE (or SUB-GRANTEE's sub-contractors) with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, this CONTRACT may be canceled, terminated, or suspended by CITY, in whole or in part, and SUB-GRANTEE may be barred from further contracts with CITY.

XXI. NONDISCRIMINATION

21.1 SUB-GRANTEE covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion,

national origin, handicap or familial status, in employment practices or in the use of or admission to the premises at, in or on which the Project described herein is to be performed, which said discrimination SUB-GRANTEE acknowledges is prohibited.

XXII. PERSONNEL POLICIES, PROCEDURES AND PRACTICES

22.1 Personnel policies, procedures and practices shall be established by SUB-GRANTEE and shall be available for examination. Such policies, procedures and practices, however, shall:

- (A) Be in writing, approved by the governing body of SUB-GRANTEE and submitted to CITY;
- (B) Be no more liberal than CITY's personnel policies, procedures, and practices including, but not limited to, those related to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel; however a variance may be permitted upon SUB-GRANTEE's written request and CITY's approval and solely within the CITY's discretion which shall be decided on a case-by-case basis; and
- (C) Indicate that upon termination, for whatever reason, CITY shall not be liable nor responsible to SUB-GRANTEE for reimbursement of accrued annual leave and/or personal leave exceeding a total of two weeks [ten (10) working days] per employee. To this effect, SUB-GRANTEE shall inform its employees of this restriction and shall encourage employees to utilize leave benefits during the fiscal year for which the benefits are provided pursuant to the terms, provisions and requirements of this CONTRACT.

XXIII. CONFLICT OF INTEREST

23.1 SUB-GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual or entities is a party to the contract or sale: a CITY officer or employee, his parent, child or spouse, a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity, a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

23.2 Pursuant to the subsection above, SUB-GRANTEE warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. SUB-GRANTEE further warrants and certifies that it has

tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XXIV. NEPOTISM

24.1 SUB-GRANTEE shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by SUB-GRANTEE or who is a member of SUB-GRANTEE's governing body. The term "member of immediate family" shall include: wife, husband, son, daughter, mother, father, brother, sister, in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, half-brother and half-sister.

XXV. POLITICAL ACTIVITY

25.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XXVI. SECTARIAN ACTIVITY

26.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXVII. DIRECTORS' MEETINGS

27.1 During the term of this CONTRACT, SUB-GRANTEE shall cause to be delivered to CITY copies of all notices of meetings of its Board of Directors. Said copies of notices shall set forth the time and place of each meeting, shall be delivered to CITY in a timely manner so as to give CITY adequate notice thereof and shall include therein an agenda and a brief description of the matters to be discussed thereat.

27.2 SUB-GRANTEE understands and agrees that CITY representatives shall be afforded access to all of SUB-GRANTEE's Board of Directors' meetings.

27.3 Minutes of all meetings of SUB-GRANTEE's governing body shall be submitted to CITY within ten (10) working days of approval.

XXVIII. PUBLICITY

28.1 When appropriate, as determined by and upon written approval of CITY, SUB-GRANTEE shall publicize the activities conducted by SUB-GRANTEE pursuant to the terms of

this CONTRACT. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for SUB-GRANTEE, however, mention shall be made that the Project was made possible with HUD funding and CITY participation.

XXIX. PUBLICATIONS

29.1 All published materials and written reports submitted pursuant to this CONTRACT shall be originally developed unless otherwise specifically provided for herein. If material not originally developed is included in a report, however, said material shall have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

29.2 All published materials submitted pursuant to this Project shall include the following reference on the front cover or title page:

“This document was prepared in accordance with the City of San Antonio’s Community Development Block Grant Program, with funding received from the United States Department of Housing and Urban Development.”

XXX. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

30.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by SUB-GRANTEE, shall, upon receipt, become the property of CITY.

XXXI. FUNDING APPLICATIONS

31.1 SUB-GRANTEE agrees to notify CITY each time SUB-GRANTEE is preparing or submitting any application for funding. When so preparing or submitting such an application, the following procedures shall be adhered to by SUB-GRANTEE:

- (A) When the funding application is in the planning stages, a description of the funds being applied for and of the proposed use for the funds shall be submitted by SUB-GRANTEE to CITY;
- (B) Upon award or notice of award, whichever is sooner, SUB-GRANTEE shall notify CITY of the award or notice thereof, and of the effect, if any, of such funding on the funds and programs agreed to hereunder. Such notice shall be submitted by SUB-GRANTEE to CITY, in writing, within ten (10) working days of receipt of the award or notice thereof, together with copies of the applicable budget, personnel complement, program description, and contract; and
- (C) Except pursuant to prior written consent of CITY, SUB-GRANTEE shall not use, either directly or indirectly, resources provided hereunder to prepare applications

for other federal or private funds, nor shall said resources be used, directly or indirectly, as contributions.

XXXII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

32.1 SUB-GRANTEE certifies, and the CITY relies thereon in execution of this CONTRACT, that neither SUB-GRANTEE nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

32.2 “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

32.3 SUB-GRANTEE shall provide immediate written notice to CITY, in accordance with Article XLVI, if, at any time during the term of this CONTRACT, including any renewals hereof, SUB-GRANTEE learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

32.4 SUB-GRANTEE’s certification is a material representation of fact upon which the CITY has relied in entering into this CONTRACT. Should CITY determine, at any time during this CONTRACT, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this CONTRACT in accordance with Article XXXVI relating to termination of the CONTRACT.

XXXIII. SUB-CONTRACTING

33.1 Any other clause of this CONTRACT to the contrary notwithstanding, none of the work or services covered by this CONTRACT shall be sub-contracted without the prior written approval of CITY. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by sub-contractors with this CONTRACT shall be the responsibility of SUB-GRANTEE.

33.2 SUB-GRANTEE agrees that no sub-contract approved pursuant to this CONTRACT shall provide for payment on a “cost plus a percentage of cost” basis.

33.3 Despite CITY approval of a sub-contract, CITY shall in no event be obligated to any third party, including any sub-contractor of SUB-GRANTEE, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of CONTRACT execution or extending beyond the date of CONTRACT expiration.

XXXIV. CHANGES AND AMENDMENTS

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

34.2 Whenever and as often as deemed necessary by CITY, CITY may request and require changes to SUB-GRANTEE's Work Statement (Attachment "I"). Such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to SUB-GRANTEE as provided for pursuant to the terms, provisions and conditions of this CONTRACT.

34.3 Except pursuant to (a) prior submission by SUB-GRANTEE of detailed information regarding budget and Project revisions, and (b) prior written approval thereof by CITY, SUB-GRANTEE shall neither make transfers between or among line items approved within the budget categories set forth in the Budget Summary incorporated within Attachment "II," nor shall SUB-GRANTEE alter, add to or delete from the Budget Detail likewise incorporated within said Attachment "II." Instead, SUB-GRANTEE shall request budget revisions in writing and in a form prescribed by CITY; such request for revisions, however, shall not increase the total monetary obligation of CITY as provided for pursuant to this CONTRACT, nor shall said revisions significantly change the nature, intent, or scope of the Project funded hereunder.

34.4 In the event that the level of funding for SUB-GRANTEE or for the Project described herein is altered, SUB-GRANTEE shall submit, immediately upon request by CITY, revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Attachment "II."

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

34.6 SUB-GRANTEE agrees to notify CITY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this CONTRACT. Such notice shall be provided by SUB-GRANTEE to CITY at least thirty (30) calendar days in advance of the proposed change.

34.7 SUB-GRANTEE further agrees to notify CITY of any changes in personnel or governing board composition, such notice to be provided within five (5) working days of the change.

XXXV. SUSPENSION OF FUNDING

35.1 Upon determination by CITY of SUB-GRANTEE's failure to timely and properly perform pursuant to the provisions of this CONTRACT, CITY, without limiting or waiving any rights it may otherwise have, may, at its discretion and upon five (5) working days written notice to SUB-GRANTEE, withhold further payments to said SUB-GRANTEE. CITY's notice shall specifically set forth SUB-GRANTEE's alleged default or failure as well as the action required for cure thereof.

35.2 The period of funding suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. Upon expiration of the suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, SUB-GRANTEE may be restored to full compliance status and paid all eligible funds withheld during the suspension period; or
- (B) Should CITY determine continued non-compliance, the provisions of Article XXXVI hereunder may be effectuated.

XXXVI. TERMINATION

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

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

- (A) Neglect or failure by SUB-GRANTEE to perform or observe any of the terms, conditions, covenants or guarantees of this CONTRACT or of any written contract or amendment between CITY and SUB-GRANTEE;
- (B) Termination or reduction of funding of the Project by HUD;
- (C) Failure by SUB-GRANTEE to cure, within the period prescribed pursuant to the above Article XXXV of this CONTRACT, any default or deficiency basis for suspension of funding hereunder;
- (D) Finding by CITY that SUB-GRANTEE:
 - (1) is in such unsatisfactory financial condition as to endanger performance under this CONTRACT, including, but not limited to:
 - (a) The apparent inability of SUB-GRANTEE to meet its financial obligations;

- (b) The appearance of items that reflect detrimentally on the creditworthiness of SUB-GRANTEE, including, but not limited to, liens, encumbrances, etc., on the assets of SUB-GRANTEE.
- (2) has allocated inventory to this CONTRACT substantially exceeding reasonable requirements; or
- (3) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this CONTRACT;
- (E) Appointment of a trustee, receiver or liquidator for all or a substantial part of SUB-GRANTEE's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against SUB-GRANTEE;
- (F) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of SUB-GRANTEE's creditors;
- (G) Inability by SUB-GRANTEE to conform to changes in local, state and federal rules, regulations and laws as provided for in Article III and in paragraph number 34.5 of this CONTRACT; and
- (H) Violation by SUB-GRANTEE of any rule, regulation or law to which SUB-GRANTEE is bound or shall be bound under the terms of this CONTRACT.

36.3 CITY may terminate this CONTRACT for convenience at any time after which SUB-GRANTEE shall be paid an amount not to exceed the total accrued expenditures as of the effective date of termination. In no event, however, will compensation to SUB-GRANTEE exceed an amount which bears the same ratio to the total compensation as the services actually performed by SUB-GRANTEE bears to the total services required of SUB-GRANTEE, less payments previously made.

36.4 SUB-GRANTEE may terminate this CONTRACT for any of the following reasons:

- (A) Cessation of outside funding upon which SUB-GRANTEE depends for performance hereunder; SUB-GRANTEE may opt, however, within the limitations of this CONTRACT and with the written approval of CITY, to seek an alternative funding source, provided that the termination of funding by the initial outside source was not occasioned by a breach of agreement as defined herein or as defined in a contract between SUB-GRANTEE and the funding source in question; or
- (B) Upon the dissolution of the SUB-GRANTEE organization, provided such dissolution was not occasioned by a breach of this CONTRACT.

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

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

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

36.8 Within thirty (30) days after receipt of notice to terminate, SUB-GRANTEE shall submit a statement to CITY, indicating in detail the services performed under this CONTRACT prior to the effective date of termination.

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

36.10 Should this CONTRACT be terminated by either party hereto for any reason, including termination under Section 36.3 of this CONTRACT, if the work required hereunder of SUB-GRANTEE is not fully completed to the satisfaction of CITY in accordance with the terms of this CONTRACT, SUB-GRANTEE shall refund any and all sums of money paid by CITY to SUB-GRANTEE within ten (10) working days of CITY's written request therefor.

36.11 Upon termination of this CONTRACT by CITY under paragraph number 36.2(A), SUB-GRANTEE shall be barred from future CONTRACTS with CITY absent the express written consent of the City Manager of CITY, or the City Manager's designate.

XXXVII. NOTIFICATION OF ACTION BROUGHT

37.1 In the event that any claim, demand, suit, proceeding, cause of action, or other action (hereinafter collectively referred to as "claim") is made or brought against SUB-GRANTEE,

SUB-GRANTEE shall give written notice thereof to CITY within two (2) working days after itself being notified. SUB-GRANTEE's notice to CITY shall state the date and hour of notification to SUB-GRANTEE of the claim, the names and addresses of those instituting or threatening to institute the claim, the basis of the claim, and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XLVI of this CONTRACT.

XXXVIII. ASSIGNMENTS

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

XXXIX. LEGAL EXPENSES

39.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

39.2 During the term of this CONTRACT, if SUB-GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if SUB-GRANTEE is in violation of paragraph 39.1.

39.3 SUB-GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the CITY remains unresolved.

39.4 For purposes of this Article, "adversarial proceeding" includes any cause of action filed by the SUB-GRANTEE in a state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XL. SEVERABILITY OF PROVISIONS

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

XLII. RENEWAL NOT AUTOMATIC

41.1 Funding under this CONTRACT and any amendments or waivers that may be made or granted hereunder shall not be automatically renewed on the anniversary date of this CONTRACT. To the contrary, funding of any project requiring contract execution shall be achieved only pursuant to approval of the City Council of the City of San Antonio.

XLIII. NON-WAIVER OF PERFORMANCE

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

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

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

XLIV. SPECIAL CONDITIONS

43.1 SUB-GRANTEE 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 CONTRACT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(l)(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 CONTRACT agree to comply with HUD's regulations in 24 C.F.R. 135, which implement Section 3. As evidenced by their execution of this CONTRACT, the parties to this CONTRACT certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- (C) SUB-GRANTEE agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of SUB-GRANTEE's commitments under the 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) SUB-GRANTEE agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. 135. SUB-GRANTEE will not subcontract with any subcontractor where SUB-GRANTEE has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. 135.
- (E) SUB-GRANTEE 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. 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. 135 may result in sanctions, termination of this CONTRACT 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 CONTRACT. 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 CONTRACT 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).

XLIV. ENTIRE CONTRACT

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

XLV. INTERPRETATION

45.1 In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible to HUD for matters of compliance, shall have the final authority to render or secure an interpretation.

XLVI. NOTICES

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

CITY:

Office of Grants Monitoring and Administration
1400 S. Flores Street
San Antonio, Texas 78204

SUB-GRANTEE:

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

XLVII. PARTIES BOUND

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

XLVIII. GENDER

48.1 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XLIX. RELATIONSHIP OF PARTIES

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

L. TEXAS LAW TO APPLY

50.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. VENUE AND JURISDICTION ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

LI. CAPTIONS

51.1 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this CONTRACT.

EXECUTED this the _____ day of _____, 2010.

CITY OF SAN ANTONIO

BY: _____

BY: _____

Title:
Office of Grants Monitoring
and Administration

Title:

APPROVED AS TO FORM: _____
ENID M. HOWARD
Assistant City Attorney

Attachments:

Attachment "I"	Work Statement
Attachment "II"	Project Budget
Attachment "III A"	Special Conditions
Attachment "III B"	Federal Compliance Manual
Attachment "IV"	SBEDA Plan
Attachment "V"	Performance Records/Reports
Attachment "VI"	Billing Package
Attachment "VII"	Non-Expendable Property Report
Attachment "VIII"	Income Eligibility Report

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 Office of Grants Monitoring and Administration (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 /100 Dollars (\$)) for a project entitled, “ ” (hereinafter referred to as “Project”); and

WHEREAS, the City Council has designated the Office of Grants Monitoring and Administration as the CITY’s representative 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, 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. PROGRAM INCOME

6.1 For purposes of this AGREEMENT, "program income" shall mean earnings of DEPARTMENT realized from activities resulting from this AGREEMENT or from DEPARTMENT's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of DEPARTMENT provided as a result of this AGREEMENT, and payments from clients or third parties for services rendered by DEPARTMENT pursuant to this AGREEMENT.

6.2 On a monthly basis, DEPARTMENT shall report and return to CITY all program income received or accrued during the preceding month. Alternative arrangements to this requirement may be made only upon written request to and written approval by CITY.

6.3 Records of the receipt and disposition of program income shall be maintained by DEPARTMENT in the same manner as required from other AGREEMENT funds and shall be submitted to CITY in the format prescribed by CITY.

6.4 DEPARTMENT shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

6.5 It shall be DEPARTMENT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this AGREEMENT, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by CITY, DEPARTMENT shall be responsible to CITY for the repayment of any and all amounts determined by CITY to be program income.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS

7.1 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.

7.2 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.

VIII. PERFORMANCE REPORTS

8.1 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

8.2 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.

IX. CHANGES AND AMENDMENTS

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

X. SPECIAL CONDITIONS

10.1 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).

10.2

EXECUTED this _____ day of _____, 2010

OFFICE OF GRANTS MONITORING AND
ADMINISTRATION

BY: _____

BY: _____

Title:

Title:

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENTS

Exhibit "A" Work Program

Exhibit "B" Project Budget

K:\cdbg interdepartmentalagreementtemplate 3-2-09

ATTACHMENT IV

CDBG FUNDED PERSONNEL CLASSIFICATIONS & PAY RANGES

CDBG/HOME MONITORING & OVERSIGHT *Grants Monitoring & Administration*

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0040	Administrative Assistant I	1	3100
0041	Administrative Assistant II	1	3100
0042	Sr. Administrative Assistant	1	3100
0046	Management Analyst	12	3100
0099	Sr. Management Analyst	1	3100
0156	Contract Coordinator	7	3100
0826	Fiscal Operations Manager	1	3100
0937	Community Development Manager	2	3100
1020	Grants Administrator	1	3100
2063	Administrative Associate	1	3100

CDBG HOUSING SERVICES ADMINISTRATION *Housing & Neighborhood Services*

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0040	Administrative Assistant I	1	6100
0041	Administrative Assistant II	2	6100
0042	Sr. Administrative Assistant	1	6100
0161	Sr. Planner	1	6100
0555	Sr. Construction Inspector	1	6100
0558	Construction Specialist I	6	6100
0559	Construction Specialist II	2	6100
0561	Construction Supervisor	3	6100
0892	Fiscal Officer	1	6100
0910	Sr. Customer Service Representative	3	6100
0937	Community Development Manager	1	6100
0978	Housing Loan Officer	3	6100
0979	Housing Loan Coordinator	3	6100
2063	Administrative Associate	1	6100

CODE COMPLIANCE *Housing & Neighborhood Services*

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0506	Code Enforcement Investigator	4	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

CDBG COMMUNITY DEVELOPMENT SERVICES

Planning & Development Services

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0125	Sr. Real Estate Specialist	1	5000
0146	Sr. GIS Analyst	1	5000
0160	Planner	1	5000
0870	Sr. Management Analyst	1	5000
0937	Community Development Coordinator	1	5000
1069	Assistant Planning Director	1	5000

CDBG/HOME GRANTS ACCOUNTING

Finance

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0927	Financial Accountant	1	0700

CDBG EMPOWERMENT ZONE OUTREACH AND TECHNICAL ASSISTANCE

Center City

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0923	Sr. Economic Development Specialist	1	1600

**CDBG NEIGHBORHOOD COMMERCIAL REVITALIZATION
ADMINISTRATION**

Center City

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0040	Administrative Assistant I	1	6100
0161	Sr. Planner	1	6100
0923	Sr. Economic Development Specialist	1	6100

CDBG LEGAL ADMINISTRATION

City Attorney's Office

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0015	Paralegal	1	0600
0063	Assistant City Attorney II	1	0600
0063	Assistant City Attorney II	1	0600
0065	Assistant City Attorney III	1	0600
0093	Legal Secretary	1	0600

ESG/HOPWA ADMINISTRATION

Community Initiatives

<u>Job Class</u>	<u>Job Title</u>	<u>#of Positions</u>	<u>Business Area</u>
0046	Management Analyst	1	3800
2062	Community Services Specialist	3	3800

*Note: No increase in positions from previous budget year.