

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
DEPARTMENT OF COMMUNITY INITIATIVES**

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Department of Community Initiatives

THROUGH: Terry M. Brechtel, City Manager

COPIES TO: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office; Finance Department; Asset Management; Office of Management and Budget; File

SUBJECT: Alamo Workforce Development, Inc. Child Care Services Contract and other necessary actions related to the Alamo Child Care Delivery System and Quality Improvement Activities programs

DATE: August 28, 2003

SUMMARY AND RECOMMENDATION

This ordinance authorizes the execution of a contract with Alamo Workforce Development, Inc. (AWD) for operation of the Alamo Child Care Delivery System (CCDS) and Quality Improvement Activities (QIA) programs for the period September 1, 2003 through August 31, 2005. This ordinance also authorizes the acceptance of a first year allocation grant funds in the amount of \$32,760,234 for the operation of these programs for fiscal year 2003-2004. Additionally, this ordinance authorizes the execution of delegate agency contracts with Alamo Area Development Corporation (AADC) and Family Service Association of San Antonio (FSA) in the amount of \$701,955 and \$409,951 respectively, in connection with the operation of the Alamo CCDS and QIA programs, and approves a budget and personnel complement.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Since 1990, DCI has administered the CCDS contract. On April 30, 2003, AWD released a Request for Proposals (RFP) for the operation of the Alamo CCDS program. CCDS provides child care subsidies and other services to qualified families residing in Bexar and the 11 surrounding counties. The City of San Antonio, Department of Community Initiatives' (DCI) Children's Resources Division (CRD) responded to the RFP and formally submitted a single response to AWD with AADC and FSA as partners. On June 30, 2003, the AWD Board voted unanimously to award the Child Care Services contract to the City and its partners. AWD has the option to extend the contract for three one-year periods. This contract was presented to the Economic and Human Development Committee on August 4, 2003. The Committee supported this action.

POLICY ANALYSIS

The City partnered with AADC and FSA in responding to this RFP. However, AWD proposes to contract only with the City. In the past, AWD has contracted directly with each partner. AWD clarified this change midway through the RFP process, which precluded the City from procuring its partners prior to submitting an application. Given the duration and character of this partnership, AWD and TWC indicated that procurement of these partners is not required. The City and AADC will provide child care and vendor management services for urban and rural areas, respectively. FSA and the City will coordinate QIA that include training and enhancements through the provision of equipment and materials.

TWC establishes the CCDS accountability measures. To meet an increased demand for child care, the state reduced its funding for quality initiatives. The FY 2004 budget reflects this change by lowering the performance measures for teacher training and quality child development centers. The Alamo CCDS program is assigned the following accountability measures:

Child Care Delivery System Program Accountability Measures

Accountability Measures	FY 02/03 Target	FY 02/03 YTD*	FY 02/03 % of Target	FY 03/04 Proposed Target
No. of Child Care Providers Trained	3,545	10,118	285.4%	873
Ratio of Texas Rising Star Vendors To Non-Texas Rising Star Vendors (143 Texas Rising Star Providers / 284 Non-Texas Rising Star Providers)	39%	50.3%	128.9%	17%
Avg. No. Children Served Daily	8,618	8,969	104.07%	9,133

*As of June 2003

Through this multi-level partnership, FSA will be accountable for the teacher training component. AADC and the City will share responsibility for the two remaining measures. AADC assumes accountability for maintaining the current level of Texas Rising Star providers in the rural areas and enrolling 20% of the children from the rural areas into direct care.

This ordinance continues existing City policy to administer the CCDS program through funding from AWD and TWC. It furthers the City's leadership role by coordinating and leveraging federal funds to more favorably impact human development initiatives.

FISCAL IMPACT

This ordinance accepts the first year of a two-year grant award for fiscal year 2003-2004 in the initial amount of \$32,760,234 from AWD for the provision of child care services. This ordinance also approves the execution of delegate agency contracts with AADC and FSA. Finally, this action approves a budget and personnel complement for this program.

In previous years, AWD contracted with the City and its partners individually. In this contract all funds are awarded to the City and sub-granted to the respective partners. AWD deemed the City the sole grantee. AWD further required the City to subcontract with FSA and AADC. AWD also has indicated in the attached letter that the City shall not be required to perform any

additional procurement functions with relation to these subcontracts. Therefore, the City's initial allocation appears to have increased from the previous year. However, when the amounts of the sub-grants are factored, funding to the City has decreased from the previous year. Attachment A reflects past funding and the proposed 2003 –2004 CCDS program budget allocations.

COORDINATION

DCI coordinated activities with AWD, the Finance Department, the City Attorney's Office, the Department of Asset Management, and the Office of Management and Budget. Issues pertaining to the procurement of FSA and AADC were specifically coordinated with the City Attorney's Office, Risk Management and Asset Management, which determined TWC and AWD's approval of the partnership between the City, FSA, and AADC superseded the need to procure.

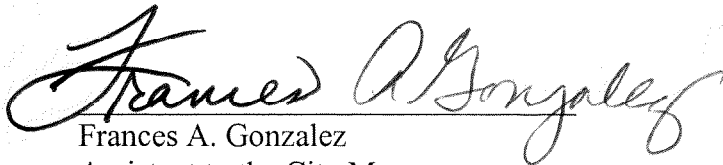
SUPPLEMENTARY COMMENTS

In late September 2003, DCI will receive \$2,539,766 in additional funding through a Local Match agreement. This process certifies City expenditures to draw down Federal Match funds. Additional Federal Match funds will become available during this contract period. Over the past two years, the City has successfully secured over 50% of additional Federal Match funds made available. It is anticipated this trend will not continue. Previously, only public entities could certify expenditures for the purpose of local match. TWC will now allow private entities to certify expenditures to use as local match. This rule change decreases the City's advantage of securing Federal Match funds by increasing the pool of potential applicants.


The required Ethics Disclosure Statements are included as Attachment B.

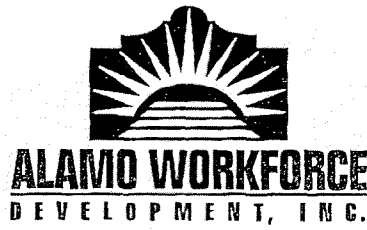
- Fiscal Impact – Attachment A
- Supplementary Comments – Attachment B


Dennis J. Campa, Director
Department of Community Initiatives


Frances A. Gonzalez
Assistant to the City Manager

Approved:


Terry M. Brechtel
City Manager



ATTACHMENT(S)
ITEM NO **30**

115 East Travis, Suite 220 • San Antonio, TX 78205 • Phone 210.272.3260 • Fax 210.272.3290 • TDD/Tx. Relay (voice) 1.800.735.2989

August 22, 2003

Dennis Campa, Director
COSA/DCI
115 Plaza de Armas, Suite 230
San Antonio, TX 78205

Dear Mr. Campa,

The purpose of this letter is to extend congratulations on your selection to provide child care delivery services in the Alamo Area. Alamo Workforce will award child care grant funds based upon the joint proposal submitted by the City of San Antonio, Family Service Association, and the Alamo Area Development Corporation.

AWD deems the City of San Antonio the sole grantee and Family Services Association and the Alamo Area Development Corporation shall be made subcontractors under the grant, such subcontracts to are to be based upon the proposal submitted on May 30, 2003 by the three entities in relation to this grant.

The City of San Antonio shall not be required to perform any additional procurement functions with relation to these subcontracts as they are to be entered into at the direction of Alamo Workforce in conjunction with the grant award.

Sincerely,

Alan D. Miller
Executive Director

CCDS Funding History

Program	FY 2002-2003	+/-	FY 2003-2004
Initial Allocation	\$31,168,089	\$927,919	\$32,096,008
Additional Allocations*	14,055,240	(14,055,240)	0
Final Allocation **	45,223,329	(13,127,321)	32,096,008

QIA Funding History

Program	FY 2002-2003	+/-	FY 2003-2004
Initial Allocation	\$1,257,795	(\$593,569)	\$664,226
Additional Allocations	350,000	(350,000)	0
Final Allocation *	1,607,795	(\$943,569)	664,226

* Additional allocations from AWD; Not guaranteed for FY 2003-2004

** FY 2002-2003 reflects direct allocation to the City from AWD.

FY 2003-2004 includes a grand total sub-grant award to AADC and FSA of \$1,141,906.

Budget Allocations	Amount
City of San Antonio	
Department of Community Initiatives,	
Children's Resources Division	
CCDS: Direct Care	\$27,758,657
CCDS: Quality Improvement Activities	224,275
CCDS: Operations	3,635,396
Delegate Agencies	
Alamo Area Development Corporation (AADC): Quality Improvement Activities	30,000
Alamo Area Development Corporation (AADC): Operations	701,955
Family Service Association of San Antonio (FSA): Quality Improvement Activities	409,951
Total	\$32,760,234

CCDS Funding Allocation FY 2003- 2004

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039XXX

BUDGET**REVENUES:**

00-004	xxxxxx	PRS - Foster Care	-
00-004	xxxxxx	PRS - Other Foster Care	-
00-004	xxxxxx	PRS - In Home	-
00-004	xxxxxx	CCDF Choices	-
00-004	xxxxxx	CCDF Transitional	-
00-004	xxxxxx	Title XX - At Risk	169,578
00-004	xxxxxx	CCDF Workforce Applicant	-
00-004	xxxxxx	CCDF Early Childcare	24,851,020
00-004	xxxxxx	CCDF Quality Expansion	1,539,139
00-004	xxxxxx	CCDF Infant & Toddler	1,025,070
00-004	xxxxxx	CCDF School Age R & R	173,849
00-004	xxxxxx	2004 Federal Match	-
00-004	xxxxxx	Carryforward 2003 Federal Match	-
00-004	xxxxxx	PRS Program Admin - Foster Care	-
00-004	xxxxxx	PRS Program Admin - Other Foster Care	-
00-004	xxxxxx	PRS Program Admin - In Home	-
00-004	xxxxxx	CCDF Program Operations	4,337,352
00-004	xxxxxx	CCDF QIA	664,226
00-004	xxxxxx	2004 Federal Match Operations	-
00-004	xxxxxx	Carryforward 2003 Federal Match Operations	-
00-009	xxxxxx	TRF General Fund (29-024)	-
00-009	xxxxxx	General Fund Carryforward	-
		TOTAL REVENUES	<u>32,760,234</u>

EXPENDITURES:**38-15-06 Child Care Delivery System - Operations**

01-010	xxxxxx	Reg Salaries & Wages	1,973,540
01-011	xxxxxx	Overtime Salaries & Wages	-
01-012	xxxxxx	Higher Class. Salary	-
01-019	xxxxxx	Language Skill Pay	8,849
01-030	xxxxxx	FICA	155,014
01-040	xxxxxx	TMRS	234,019
01-050	xxxxxx	Flex Benefits	368,539
01-051	xxxxxx	Life Insurance	3,039
01-060	xxxxxx	Worker's Disability Comp.	20,195
01-072	xxxxxx	Personal Leave Buy Back Pay	1,735
02-110	xxxxxx	Communications : Telephones	83,280
02-112	xxxxxx	Rental of Pagers	868
02-113	xxxxxx	Mail & Parcel Post	27,760
02-116	xxxxxx	Rental of Facilities	290,960
02-119	xxxxxx	Rental of Equipment	15,615
02-120	xxxxxx	Inter-Fund Rent of City Motor Pool	6,940
02-124	xxxxxx	Travel - Official	3,470
02-128	xxxxxx	Education	2,603
02-130	xxxxxx	Car Expense Allowance	10,410
02-142	xxxxxx	Maint & Rep. Mach & Equip	1,735

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039XXX

BUDGET

02-160	xxxxxx	Fees to Prof. Contractors	35,742
02-161	xxxxxx	Temporary Services	3,904
02-163	xxxxxx	AADC - CCDF Program Operations	700,201
02-175	xxxxxx	Advertising & Publications	1,735
02-178	xxxxxx	Membership Dues & Lic.	868
02-181	xxxxxx	Binding Printing & Repro.	4,338
02-187	xxxxxx	Subscriptions to Publications	651
02-193	xxxxxx	Other Contractual Services	130
03-210	xxxxxx	Office Supplies	4,338
03-216	xxxxxx	Food	260
03-230	xxxxxx	Photographic Supplies	43
03-232	xxxxxx	Tools, Apparatus & Accessories	43
03-242	xxxxxx	Maint & Rep. Material - Mach & Equip	359
03-244	xxxxxx	Other Commodities	87
04-260	xxxxxx	Liab. , Hazard & Fidelity	29,658
		Total 38-15-06	3,990,924

38-15-08 QUALITY IMPROVEMENT - GENERAL

01-010	xxxxxx	Reg Salaries & Wages	111,296
01-019	xxxxxx	Language Skill Pay	600
01-030	xxxxxx	FICA	8,514
01-040	xxxxxx	TMRS	12,944
01-050	xxxxxx	Flex Benefits	19,141
01-051	xxxxxx	Life Insurance	167
01-060	xxxxxx	Worker's Disability Comp.	975
01-072	xxxxxx	Personal Leave Buy Back Pay	-
02-110	xxxxxx	Communications : Telephones	1,750
02-112	xxxxxx	Rental of Pagers	70
02-113	xxxxxx	Mail & Parcel Post	850
02-116	xxxxxx	Rental of Facilities	51,019
02-119	xxxxxx	Rental of Equipment	250
02-120	xxxxxx	Inter-Fund Rent of City Motor Pool	231
02-124	xxxxxx	Travel - Official	2,000
02-128	xxxxxx	Education	750
02-130	xxxxxx	Car Expense Allowance	3,193
02-160	xxxxxx	Fees to Prof. Contractors	750
02-160	xxxxxx	QI - ADAPTIVE EQUIPMENT	-
02-160	xxxxxx	QI - RESOURCE ROOM	-
02-160	xxxxxx	QI - DIRECT ASSISTANCE	-
02-160	xxxxxx	QI - TECHNICAL ASSISTANCE	-
02-160	xxxxxx	QI - RECOGNITION AWARDS	-
02-160	xxxxxx	QI - OTHER ACTIVITIES	-
02-161	xxxxxx	Temporary Services	1,000
02-163	xxxxxx	AADC - QIA	30,000
02-163	xxxxxx	Family Service - QIA	409,951
02-178	xxxxxx	Membership Dues & Lic.	1,100
02-181	xxxxxx	Binding Printing & Repro.	2,500
02-187	xxxxxx	Subscriptions to Publications	250
03-210	xxxxxx	Office Supplies	3,000
03-230	xxxxxx	Photographic Supplies	25
03-232	xxxxxx	Tools, Apparatus & Accessories	100
03-242	xxxxxx	Maint & Rep. Material - Mach & Equip	50
03-244	xxxxxx	Other Commodities	250
05-360	xxxxxx	Liab. , Hazard & Fidelity	1,500

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039XXX

BUDGET

Total 38-15-08

664,226

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039XXX

BUDGET**38-15-16 Child Care Delivery System - Indirect**

01-010	xxxxxx	Reg Salaries & Wages	236,947
01-019	xxxxxx	Language Skill Pay	-
01-030	xxxxxx	FICA	19,975
01-040	xxxxxx	TMRS	28,053
01-050	xxxxxx	Flex Benefits	24,417
01-051	xxxxxx	Life Insurance	1,000
01-060	xxxxxx	Workers Comp	1,850
01-072	xxxxxx	Personal Leave Buy Back Pay	5,000
02-116	xxxxxx	Rental of Facilities	5,000
02-120	xxxxxx	Rent of City Motor Pool	300
02-124	xxxxxx	Travel - Official	6,000
02-128	xxxxxx	Education	1,500
02-130	xxxxxx	Car Expense Allowance	3,500
02-160	xxxxxx	Fees to Professional Contractors	2,700
02-161	xxxxxx	Temporary Services	3,500
02-178	xxxxxx	Membership Dues & Lic.	-
02-187	xxxxxx	Subscriptions to Publications	300
02-193	xxxxxx	Other Contractual Services	386
03-243	xxxxxx	Computer Software	1,400
03-244	xxxxxx	Other Commodities	850
05-360	xxxxxx	Computer Equipment	3,750
05-375	xxxxxx	Furniture & Fixtures	-
Total 38-15-16			346,428

38-15-17 CCDS - Program Service Providers

02-160	xxxxxx	PRS - Foster Care	-
02-160	xxxxxx	PRS - Other Foster Care	-
02-160	xxxxxx	PRS - In Home	-
02-160	xxxxxx	CCDF Choices	-
02-160	xxxxxx	CCDF Transitional	-
02-160	xxxxxx	Title XX - At Risk	169,578
02-160	xxxxxx	CCDF Workforce Applicant	-
02-160	xxxxxx	CCDF Early Childcare	24,851,020
02-160	xxxxxx	CCDF Quality Expansion	1,539,139
02-160	xxxxxx	CCDF Infant & Toddler	1,025,070
02-160	xxxxxx	CCDF School Age R & R	173,849
02-160	xxxxxx	2004 Federal Match	-
02-160	xxxxxx	Carryforward 2003 Federal Match	-
02-160	xxxxxx	TWC Expense Clearing Account	-
Total 38-15-17			27,758,656

TOTAL EXPENSES**32,760,234**

CHILD CARE DELIVERY SYSTEM PROGRAM - CCDS

September 1, 2003 - August 31, 2004

26-039XXX

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT No. OF POSITIONS	ADDED/DELETED POSITIONS	REVISED No. OF POSITIONS
38-15-02 ADMINISTRATION				
FISCAL OPERATIONS MANAGER	0850	1	(1)	0
CONTRACT SERVICES MANAGER	0156	2	(2)	0
GRANTS MANAGEMENT OFFICER	0844	1	(1)	0
SENIOR MANAGEMENT ANALYST	0999	1	(1)	0
SPECIAL PROJECTS OFFICER	0865	1	(1)	0
ADMINISTRATIVE ASSISTANT I	0040	2	(2)	0
TOTALS - 38-15-02 ADMINISTRATION		8	(8)	0
38-15-05 SYSTEMS				
SOFTWARE SPECIALIST	0832	1	(1)	0
DEPARTMENT SYSTEMS SPECIALIST	0896	1	(1)	0
TOTALS - 38-15-05 SYSTEMS		2	(2)	0
38-15-06 CERTIFICATE/OPERATIONS				
FISCAL OPERATIONS MANAGER	0850	0	1	1
CONTRACT SERVICES MANAGER	0156	0	2	2
GRANTS MANAGEMENT OFFICER	0844	0	1	1
SPECIAL PROJECTS OFFICER	0865	0	1	1
CHILD CARE SERVICES COORDINATOR	0928	2	0	2
CHILD CARE SERVICES SUPERVISOR	0991	6	0	6
CONTRACT SPECIALIST	0929	4	0	4
CHILD CARE RESOURCES SPECIALIST	0990	53	0	53
DATA CLERK SUPERVISOR	0825	1	0	1
RECORDS SUPERVISOR	0007	1	0	1
SENIOR RECORDS TECHNICIAN	0849	4	0	4
RECORDS TECHNICIAN	0848	8	0	8
TRAINING OFFICER	0092	1	0	1
STOCK CLERK	0021	2	0	2
OFFICE ASSISTANT	0010	13	0	13
CUSTOMER SERVICE REPRESENTATIVE	0909	3	0	3
SENIOR CHILD CARE PROVIDER SPECIALIST	0969	3	0	3
CHILD CARE PROVIDER SPECIALIST	0986	19	0	19
SENIOR OFFICE ASSISTANT	0009	7	0	7
CASE AIDE	0985	6	0	6
SENIOR ACCOUNTING CLERK	0868	1	0	1
FISCAL OFFICER	0892	1	0	1
MANAGEMENT ANALYST	0046	3	0	3
ACCOUNTANT II	0874	5	0	5
ADMINISTRATIVE ASSISTANT I	0040	0	1	1
SECRETARY I	0017	5	0	5
ADMINISTRATIVE SECRETARY	0038	2	0	2
ADMINISTRATIVE AIDE	0067	1	0	1
PROGRAM COORDINATOR - PART TIME	0915	2	0	2
SENIOR MANAGEMENT ANALYST	0999	1	1	2
TRAINING OFFICER	0092	3	0	3
SOFTWARE SPECIALIST	0832	0	1	1
DEPARTMENT SYSTEMS SPECIALIST	0896	0	1	1
TOTALS - 38-15-06 CERTIFICATE/OPERATIONS		157	9	166

CHILD CARE DELIVERY SYSTEM PROGRAM - CCDS

September 1, 2003 - August 31, 2004

26-039XXX

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS NO.	CURRENT No. OF POSITIONS	ADDED/DELETED POSITIONS	REVISED No. OF POSITIONS
38-15-08 QUALITY IMPROVEMENT - GENERAL				
ADMINISTRATIVE AIDE	0067	1	0	1
CHILD DEVELOPMENT SPECIALIST	0993	2	0	2
CHILD CARE PROVIDER SPECIALIST	0986	2	0	2
SENIOR CHILD CARE PROVIDER SPECIALIST	0969	1	0	1
CHILD CARE SERVICES SUPERVISOR	0991	1	0	1
SPECIAL PROJECTS OFFICER	0865	1	0	1
TOTALS - 38-15-08 QUALITY IMPROVEMENT - GENERAL		8	0	8
38-15-09 INFANT & TODDLER EARMARK				
CHILD CARE PROVIDER SPECIALIST	0986	2	0	2
TOTALS - 38-15-09 INFANT & TODDLER EARMARK		2	0	2
38-15-16 INDIRECT				
FISCAL PLANNING MANAGER	0826	1	0	1
FISCAL OPERATIONS MANAGER	0850	1	0	1
GRANTS MANAGEMENT OFFICER	0844	1	0	1
SENIOR MANAGEMENT ANALYST	0999	2	0	2
SPECIAL PROJECTS COORDINATOR	0870	1	0	1
MANAGEMENT ANALYST	0046	2	0	2
SPECIAL PROJECTS OFFICER	0865	4	0	4
FINANCIAL ACCOUNTANT	0927	1	0	1
DEPARTMENT SYSTEMS SPECIALIST	0896	1	0	1
ADMINISTRATIVE SECRETARY	0038	1	0	1
ADMINISTRATIVE ASSISTANT I	0040	4	1	5
SECRETARY II	0014	1	0	1
SENIOR ADMINISTRATIVE ASSISTANT	0042	2	0	2
SOFTWARE SPECIALIST	0832	1	0	1
BUILDING CUSTODIAN	7560	1	0	1
TELECOMMUNICATIONS TECH	0695	1	0	1
SPECIAL PROJECTS COORDINATOR - PART TIME	0870	2	0	2
SPECIAL PROJECTS OFFICER - PART TIME	0865	2	0	2
PROGRAM COORDINATOR - PART TIME	0915	2	0	2
SENIOR ACCOUNTING CLERK	0868	1	0	1
DEPARTMENT SYSTEMS SUPERVISOR	0889	1	0	1
38-15-16 INDIRECT		33	1	34
TOTAL POSITIONS FOR 26-039XXX		210	0	210

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

N/A

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract:

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract:

N/A

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

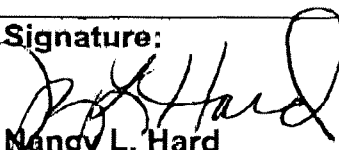
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
USAA PAC	\$150.00 a month	Varying dates

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  Mandy L. Hard	Title: President/CEO Company: Family Service Association of San Antonio, Inc.	Date: August 22, 2003

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**CITY OF SAN ANTONIO
LITIGATION DISCLOSURE
CITY ATTORNEY'S OFFICE**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

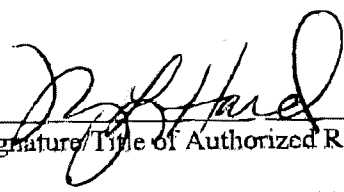
3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.



Signature/Title of Authorized Representative

President/CEO

August 22, 2003
Date

09/22/2003 10:13 2102255937

AACOG

PAGE 02

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

Al J. Notzon III, Executive Director

(2) the identity of any business entity that would be a party to the discretionary contract:

The Alamo Area Development Corporation (non-profit 501(c)3 corporation)

and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract:

None

and the name of:

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract:

None

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

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- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:
NONE

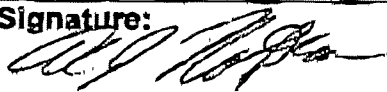
Amount:

Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:



Al J. Notzon III

Title: Executive Director

Company: Alamo Area
Development Corporation

Date: 8/22/03

¹ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require refusal or require careful consideration of whether or not refusal is required.

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**CITY OF SAN ANTONIO
LITIGATION DISCLOSURE
CITY ATTORNEY'S OFFICE**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicated the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.



Signature/Title of Authorized Representative

Date

8/22/03

**DELEGATE AGENCY CONTRACT
CITY OF SAN ANTONIO**

**SPECIAL PROVISIONS
FY 04**

I. ADMINISTRATIVE COST POLICY

Contractor shall be responsible for the assignment of the administrative costs of the total budget herein, based on the cost categories outlined in the Administrative Cost Policy, below. Contractor shall ensure that said costs are reasonable in percentage to the overall budget.

ADMINISTRATIVE COST POLICY

Generally, the organization's fund raising and administrative expenses combined must not exceed twenty-five (25) percent of its total support and revenue.

The following costs are considered administrative:

- 1) Salaries and wages related to the:
 - Executive Director of the organization
 - Deputy Director or similar positions
 - Controllers, accountants, bookkeepers
 - Business manager
 - Secretarial positions assigned to above personnel
 - Personnel Management
- 2) Fringe benefits associated with above personnel:
 - Pension
 - Hospitalization
 - Life Insurance
 - Unemployment
 - FICA
 - Worker's Compensation
- 3) Operations and maintenance costs (common costs) allocable in part to central management and administrative functions such as:
 - Rent
 - Utilities
 - General repair and maintenance
 - Liability Insurance
 - General office supplies, postage, telephone, photocopy
- 3) General legal costs
- 4) Organization wide single audits (financial and compliance)

- 5) Travel related to central management and administrative functions

II. LITIGATION

Pursuant to Article 12 herein, Contractor shall immediately notify City in writing of any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "claim") currently pending against Contractor related to the program being funded. Contractor shall state the date and hour of notification to Contractor of the claim; and the names of those instituting a claim, and the basis of the claim. Written notice shall be made in accordance with Article 34 of this Contract.

For Contractors that receive more than 50% of their total funding from the City of San Antonio, the City requires notification and explanation of all currently pending litigation that the Contractor is involved with, or any litigation the Contractor becomes involved with in the future.

The obligations in the litigation section shall be taken in conjunction with City's Article 12 of this Contract.

III. DEMOGRAPHICS

Contractor shall, through attrition, strive to develop a Board of Directors that is demographically reflective of its client population.

IV. OTHER SERVICES

- (1) Contractor shall provide family outreach services and/or application assistance for the Children's Health Insurance Program (CHIP). Contractor shall also provide information on the TexCare Partnership program and application assistance for eligible children who are not currently covered under a health insurance plan. Contractor shall also maintain and provide to City's Department of Community Initiatives in a monthly report, the following information: 1) the number of eligible children not covered by a health insurance plan; and 2) the information and application assistance provided by the Contractor to the eligible family.
- (2) Contractor shall disseminate information on the Better Jobs Kindergarten Readiness Guidelines ("hereinafter referred to as "Readiness Guidelines") program to program participants and the general public. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines, and shall submit monthly reports of said records to City's Department of Community Initiatives.
- (3) City's Department of Community Initiatives' Community Action staff shall train contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall assist in implementation of the SAWS Water

Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward those monthly to the Community Action office. Community Action staff will provide support for contractor in the execution of these tasks on an on-going basis.

- (4) Contractor shall disseminate information on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants with referrals to the City of San Antonio, Department of Community Initiatives, Volunteer Income Tax program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.

V. SPECIFIC REQUIREMENTS OF GRANTOR (Alamo Workforce Development, Inc.)

- (1) In addition to the requirements set forth in Section 4.1 (h) of the contract, contractor further agrees that all records and files on the Project funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of Alamo Workforce Development, Inc., and shall continue to be available for a period of three (3) years after the termination date hereof; If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.
- (2) In addition to the requirements set forth in Section 7.1 of the contract, contractor further agrees that Alamo Workforce Development, Inc. may perform monitoring, fiscal control, and evaluation of all projects. Therefore, at such times and in such form as may be required, the Contractor shall furnish such statements, records, data, and information and permit such interviews with personnel and board members pertaining to the matters covered by this contract.
- (3) Notwithstanding any other provisions to the contrary stated herein, ownership and possession of permanent, non-expendable property, which is purchased under this contract, shall, upon termination of this contract, revert to and become the property of Alamo Workforce Development, Inc. and / or its grantor(s). All non-expendable property must be insured against fire, loss and theft. All motor vehicles are required to have liability insurance.
- (4) In addition to the requirements set forth in Section 18.1 of this contract, contractor further agrees that 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 and approved by Alamo Workforce Development, Inc.
- (5) In addition to the requirements set forth in Section 19.1 of this contract, contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Alamo Workforce Development, Inc.

- (6) Notwithstanding any other provisions to the contrary stated herein, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of City and Alamo Workforce Development, Inc. and approved by ordinance by the San Antonio City Council. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by City and Alamo Workforce Development, Inc., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.
- (7) In addition to the parties listed in Section 21.1 of this contract, Contractor shall also submit all communications and notices to Alamo Workforce Development, Inc. in the same manner as set forth in Section 21.1 of this contract to the address below:
Executive Director
115 Travis, Suite 220
San Antonio, TX 78205
- (8) Alamo Workforce Development, Inc. shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this contract.
- (9) No employee of Contractor or subcontractor, no member of Contractor's or subcontractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affect his/her personal pecuniary interest.
- (10) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- (11) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Section 21.1 of this contract and Alamo Workforce Development, Inc. at the address in Section V. (8) above, in writing of any potential conflict of interest which arises at any time during the term of this contract.