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CITY OF SAN ANTONIO AGENDA ITEM NO.
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; File

SUBJECT: Child Care Delivery System Program General Fund Transfer

DATE: September 25, 2003

SUMMARY AND RECOMMENDATION

A. This ordinance authorizes the transfer of \$1,200,000 in City General Funds to the Department of Community Initiatives, Children's Resources Division, Child Care Delivery System (CCDS) Program. This ordinance also authorizes the City to execute a Child Care Local Match Contribution agreement with Alamo Workforce Development, Inc. (AWD), which pledges certification of local expenditures in the amount of \$1,677,713 to be used as match to generate \$2,539,766 in federal funds from AWD for the provision of child care services. This ordinance also authorizes the acceptance of additional federal funds in the amount of \$2,539,766 in connection with said agreement. This action also adopts a revised CCDS program budget.

B. This ordinance authorizes the City of San Antonio, Department of Community Initiatives to execute Delegate Agency contracts with local agencies in the aggregate amount of \$1,225,121, in support of the City's Human Development core issue of Early Childhood Education and Family Strengthening. Source funding for these agencies include the Child Care Delivery System Grant Transfer Account, Federal Child Care Local Initiatives Fund, and General Fund Director's Office. This ordinance also adopts a revised budget allocating funds in the aggregate amount of \$1,225,121 in awards to these agencies.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Texas Workforce Commission (TWC) is responsible for administering the State's child care program. TWC contracts with local workforce development boards throughout the state that are responsible for the integrated delivery of TWC programs including child care services. AWD is the local workforce board that serves Bexar and the 11 surrounding counties. The City of San Antonio, Department of Community Initiatives' (DCI) Children's Resources Division (CRD) is contracted by AWD to operate the Alamo CCDS program, which provides child care subsidies to qualified families residing in the Alamo Workforce Development Area and provides overall management and oversight of the direct child care delivery system including eligibility and referral services from which parents can select their appropriate care needs.

In order to meet statewide performance targets and to respond to fluctuations in federal funding, TWC's funding policy allows the State to require the local community to develop and identify local initiatives for match. Local Workforce Development Areas (LWDAs) must secure local donations, certifications or transfers to match the federal funds awarded by TWC annually.

Since 1992, the City has pledged and certified local matching expenditures from the City's General Fund and other community investments such as CDBG and After School Challenge programs to draw down additional federal funding. These dollars are used to provide child care services to low-income working families participating in job training activities in San Antonio. The City's FY 2004 General Fund Budget allocated \$1,200,000 in matching funds for the provision of child care services including the Kindergarten Readiness Project.

The Kindergarten Readiness Project reinforces family strengthening initiatives and programs. The project focuses on children and families in targeted elementary school attendance zones in an effort to ensure that children enter kindergarten ready to succeed. Each Kindergarten Readiness elementary school model site consists of a neighborhood elementary school, two "feeder" childcare centers, local businesses and community-based organizations. Key components of the project include: educating and training childcare providers on the use of Kindergarten Readiness guidelines, facilitating communication between public school kindergarten teachers and the child care providers that feed into the school, conducting parent education workshops and fostering city-wide public awareness through the distribution of the Kindergarten Readiness guidelines.

POLICY ANALYSIS

The federal match funds awarded in the amount of \$2,539,766 from AWD represents the City of San Antonio's continued endeavor to improve the quality of care and expand the availability of child care assistance to children in the LWDA by successfully providing matching funds. Additional federal funds will provide child care services to low-income working parents. It is estimated that up to 747 additional children will receive quality care through these federal funds. While these additional federal funds increase the CCDS program budget and the number of children who can be in care, these funds are not available immediately. The funds become available once the required local match has been expended and certified.

The contracts recommended for City Council approval in this ordinance support early care and education, family strengthening, and Kindergarten Readiness. These investments enhance the City's efforts in continuing to address community needs in a coordinated and comprehensive manner and complement the direct services offered by DCI through departmental and grant resources. Project outcomes and effectiveness will be measured through an evaluation and research component in partnership with the University of Texas at San Antonio.

Alamo CCDS Accountability Measures FY 2003 – 2004

Accountability Measures	FY 2003- 2004 Target
No. of Child Care Providers Trained	873
Ratio of Texas Rising Star Vendors To Non-Texas Rising Star Vendors (Texas Rising Star Providers /Non-Texas Rising Star Providers)	17%
Avg. No. Children Served Daily	9,133

Accountability Measures	FY 2002 – 2003 Year-To-Date, July 2003
Educators trained on New Curriculum	152
Parents Educated on Kinder Readiness Guidelines	2,467
Children Displaying Mastery of KRG/Total Evaluated	5351667
Number of Brochures Distributed	43,481
Number of Public Service Announcements Broadcast	1.051

On August 28, 2003, City Council authorized the operation of the Alamo CCDS program from September 1, 2003 to August 31, 2005. This proposed ordinance continues existing City policy to administer the Alamo CCDS Program through funding from AWD and TWC and the policy of coordinating with the Local Workforce Development Board to identify and offer local services and funding in support of human development initiatives. Finally, this action supports the goal of building a high quality early childhood education system as outlined in the Early Care and Education Strategic Plan.

Through Ordinance No. 96566, passed and approved on October 10, 2002, City Council approved FY 2003 Delegate Agency funding recommendations from the General Fund Grant Transfer Account, Federal Child Care Local Initiatives Fund, and Director's Office General Fund. In continued support of the City's Human Development core issues of Early Childhood Education and Family Strengthening, the DCI is proposing to exercise its option to extend these contracts for an additional year.

FISCAL IMPACT

A. This ordinance authorizes the transfer of \$1,200,000 in City General Funds for the CCDS program. These funds were budgeted during the FY 2003-2004 budget process and obligated these funds as CCDS grant match. The generated federal funds will be used to administer the program and provide child care subsidies. This action also adopts budget revision No. 1 to the CCDS 2003-2004 program year and requires no additional General Fund commitment. The following tables reflect a budget revision for this contract period and historical federal match allocation data.

Budget Revision No.	Contract Modification No.	Budget Revision Amount	Revised Total Budget
Initial Award	CCDS Allocation	NA	\$32,760,234
1	Carry Forward	\$645,000	
	General Fund Transfer	\$1,200,000	
	Federal Match	\$2,539,766	\$37,145,000

CCDS Federal Match Funding Allocation History (in millions)

Fiscal Year	FY00-01	FY 01-02	FYO2-03	FYO3-FY04
Federal Match Received	6.3	12.5	1.3	2.5

B. This ordinance authorizes Delegate Agency contracts in the aggregate amount of \$1,225,121. Of this amount, \$39,500 is from Federal Child Care Local Initiatives funds and the balance is General Fund. These Family Strengthening, Kinder Readiness and Quality Initiatives contracts will provide

continuity in service to current year Kinder Readiness investments. This action also adopts a revised budget reflecting allocated funds and requires no additional General Fund commitment.

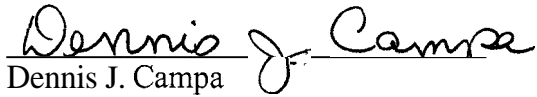
COORDINATION

DCI coordinated activities with the Alamo Workforce Development, Inc., City Attorney's Office, and the Finance Department.

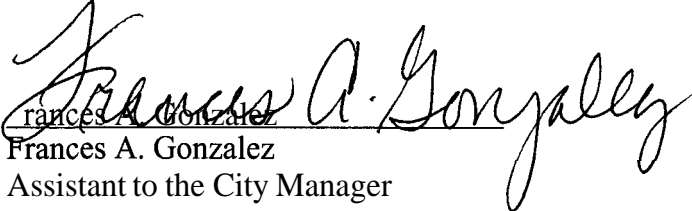
SUPPLEMENTARY COMMENTS

The required Discretionary Contracts Disclosure Statements are included as Attachment B.


- Policy Analysis- Attachment A
- o Supplementary Comments-Attachment B


Dennis J. Campa

Director


Frances A. Gonzalez
Assistant to the City Manager

Approved:


Terry M. Brechtel
City Manager

Attachment A

Agency	Description of Services	Award Amount
General Fund Grant Transfer Account		
Avance	Kinder Readiness – 3 schools	\$114,600
Family Service Association of San Antonio, Inc.	Kinder Readiness – 8 schools	\$141,328
KLRN	Kinder Readiness – 8 Outreach	\$286,108
UTSA	Kinder Readiness – Evaluation & Research	\$150,000
Positive Beginnings	Kinder Readiness – 2 schools	\$56,400
YWCA	Kinder Readiness – 3 schools	\$80,785
Northside ISD	Kinder Readiness – 2 schools	\$116,400
Federal Child Care Local Initiatives		
Avance	School-Based Program	\$24,500
Blessed Sacrament Academy	CDC Professional Accreditation	\$15,000
General Fund-Director's Office		
Avance	Kinder Readiness – 3 schools	\$60,000
Family Service Association of San Antonio, Inc.	Kinder Readiness – 8 schools	\$60,000
Positive Beginnings	Kinder Readiness – 2 schools	\$60,000
YWCA	Kinder Readiness – 3 schools	\$60,000
Total Allocated		\$1,225,121

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:

Ernest Bromley, Chairman of Board
Company: Alamo Public Telecommunications Council
401 E. Houston St.
San Antonio, Tx 78205

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

None

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.

A

- (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

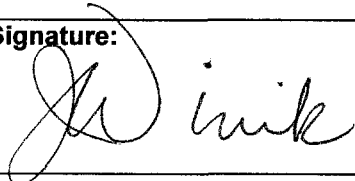
Political Contributions

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:	Amount:	Date of Contribution:
Councilman Bobby Perez	\$750.00	2002
Councilman John Sanders	\$500.00	2002
Councilman Enrique Martin	\$500.00	2002
Will document 2003 contribution when received from Ernest		

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.

None		
Signature: 	Title: President & General Manager Company: Alamo Public Telecommunications Council - KLRN – TV 9	Date: Sept. 9, 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.

LIST OF SUBCONTRACTORS/SUPPLIERS

This form to be completed for contracts between \$25,000 and \$200,000.

The Contractor, KLRN-TV/ Alamo Public Telecommunications Council, as part of the procedure for the submission of Contract packet on a project known as Early ON Kindergarten Readiness, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT
Bromley Communications			\$25,000.00

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	REASON FOR REJECTION

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: Patrick Lopez/ Senior VP of Finance and Business Administration

SIGNATURE: _____

DATE: 9/9/03

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.

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Disclosure of Parties, Owners, and Closely Related Persons

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

NA

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

NA

and the name of:

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

NA

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:

NA

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.

NA

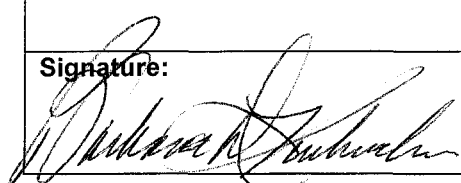
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To Whom Made:	Amount:	Date of Contribution:
NA		

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: 	Title: Board Chair Company: Avance-San Antonio	Date: 9/05/03

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.

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A

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NA

and the name of

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Signature: 	Title: Executive Director Company: Avance-San Antonio	Date: 9/05/03

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N/A

N/A

and the name of:

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N/A

and the name of:

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N/A

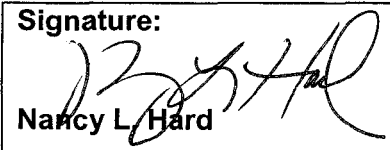

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To Whom Made:	Amount:	Date of Contribution:
N/A		

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Signature:  Nancy L. Hard	Title: President/Chief Executive Officer Company: Family Service Association of San Antonio, Inc	Date: September 4, 2003
Signature:  Joe Becraft	Title: Chair – Board of Directors Company: Family Service Association of San Antonio, Inc	Date: September 4, 2003

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

No individual, apart from the Director of Blessed Sacrament Academy who will oversee the CDC Accreditation project, will be a party to this contract.

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

The only business entity that will be a part of this contract is Blessed Sacrament Academy Inc which is the sponsoring entity of its Child Development Center.

and the name of:

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

NIA

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

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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.

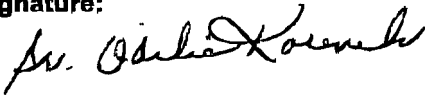
N/A

To Whom Made: No political contributions have been made	Amount: none	Date of Contribution: N/A
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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.

No reason exists which would compromise a city official as concerns Section 1 of Part B

Signature: 	Title: President and CEO Company; Blessed Sacrament Academy	Date: 9.5.03
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Disclosure of Parties, Owners, and Closely Related Person⁶

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and the name of:

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

N/A

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N/A

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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.


N/A

To Whom Made: No political contributions have been made.	Amount: none	Date of Contribution: N/A
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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.

No reason exists which would compromise a city official

Signature: 	Title: Foundation Board President Company: Blessed Sacrament Academy	Date: 9/5/03
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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.

**Child Care Local Match Contribution Agreement
Alamo Workforce Development Board**

NAME OF CONTRIBUTOR	City of San Antonio
PLEDGED LOCAL MATCH AMOUNT	
DONATION	
TRANSFER	
CERTIFICATION OF EXPENSE	\$1,677,713

The contributor identified above pledges the local funds as indicated in order for the Alamo Workforce Development Board (Board) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services in the local workforce development area (workforce area).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Texas Workforce Commission (Commission).

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective October 1, 2003 and continuing through August 31, 2004.

	City of San Antonio CONTRIBUTOR	ALAMO LOCAL WOFWFORCE DEVELOPMENT BOARD
Signature		
Printed Name	Dennis J. Campa	Alan D. Miller
Title	Director DCI	Executive Director
E-mail Addresses		alan.miller@twc.state.tx.us

Child Care Local Match Contribution Agreement
GENERAL AGREEMENT TERMS

SECTION 1: The contributor, by executing this agreement, certifies that:

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
 - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
 - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 2: The contributor agrees as follows:

- a. To remit to the Board the pledged local share in accordance with Attachment 1, Item F, Donation/Transfer Payment(s) and Certification of Expense Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission, or to the Board.**
- c. To keep, and make available to the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.
- d. When certifying the expense of private funds as the local match, to provide the Board with a statement that certifies the expense and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. When certifying the expense of public funds as the local match, to provide the Board with a statement that certifies the expense and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- f. To certify that expenses used as child care match are eligible for federal match, and were not used to match other federal funds.

g. Donations or Certification of Expense from private entities:

- (i) are donated or certified without any restriction that would require their use for a specific individual, organization, facility, or institution;
- (ii) do not revert to the donor's facility or use;
- (iii) are not used to match other Federal Funds;
- (iv) shall be certified both by the donor and by the Board;
- (v) shall be subject to the audit requirements in 45 CFR 98.65; and
- (vi) shall provide the Board, upon request, data needed for federal reporting purposes.

SECTION 3: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, to purchase child care services, including quality enhancement activities, within the workforce area consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, State, and federal laws and regulations.
- c. To ensure that expenditures resulting from a certification of expense by the contributor (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. Donations or Certification of Expense from private entities:
 - (i) are donated or certified without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Board;
 - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
 - (vi) shall provide the Board, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 4: The Board and the contributor agree as follows:

- a. "Child Care Local Match Contribution Information" form, is incorporated by reference.

- b. To comply with federal regulations in 45 CFR 98.53 and 98.54 regarding the donation of funds, transfer of funds, and certification of expenses by private and public entities as match for federal child care funds.
- C To submit a certification of expense report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- d. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- e. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- f. These terms and conditions may be amended by unilateral modification by the Board at any time prior to the current agreement end date, as indicated on page one of this agreement.
- g. If federal, State, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- h. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this attachment *and to the Board's address at 115 E. Travis, Suite 220 San Antonio, Texas 78205.*
- i. *Services to be funded are as follows.*

COSA and the Board agree to mutually coordinate service delivery and will develop and follow such local operating plans as are necessary to carry out the terms of this agreement.

COSA and the Board understand that this agreement is subject to the availability of the COSA's funding and if such funds become unavailable, or if the total amount of funds allocated for this agreement should become depleted during any budget period, then by written notice this agreement will be terminated, or payment will be suspended, or funding will be reduced, as specified in the written notice. COSA and the Board agree to abide not only to notices from each other but also to notices from TWC as well.

COSA agrees to provide such reports of services and expenditures as are deemed necessary by the Board and TWC.

COSA and Board agree that COSA shall submit claims ~~for~~ child care to TWC and that COSA shall receive reimbursement of the federal share provided COSA has submitted the certification statements as required by TWC and the Board.

*COSA agrees to provide the Board with the Local Match Certification Report on a quarterly basis according to the reporting dates reflected in the Certification & Expenditures Schedule. COSA and the Board agree that failure to submit the Local Match Certification Report may cause a delay in reimbursement of the federal share **or** result in termination of the agreement.*

*COSA and the Board agree that COSA shall be compensated **for** operations expense associated with the management of child care services in the following manner:*

COSA shall claim an amount each month equal to 10% of the amount ~~of~~ the federal share provided the local match required to draw the federal share has been subsequently reported. However, by the end of the agreement period, COSA may only be reimbursed ~~for~~ operational costs at the same percent that direct care funds have been expended.

COSA and the Board agree to coordinate enrollment efforts. COSA and Board agree that the types of clients to be served are CCDS eligible clients that are enrolled in the CCDS program.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION FORM

A. BOARD INFORMATION:

Board Staff – Contact Name: Emily Ortiz-Wheeler	Phone: 210-581-1073	Fax: 210-272-3292
E-mail Address: emily.ortizwheeler@twc.state.tx.us		

B. CONTRIBUTOR INFORMATION:

Contributor Name: City of San Antonio (COSA)		
Contributor Address: 115 Plaza de Armas Suite 210 San Antonio, Texas 78205		
Type of Entity: GOVERNMENT		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 1-74-6002070-A1		
Contributor Contact Name: Xavier Urrutia	Phone: 210-246-5257	Fax: 210-246-5230
E-mail Address: xurrutia@sanantonio.gov		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input type="checkbox"/> Transfer (Public Entity) <input checked="" type="checkbox"/> Certification (Public Entity) <input type="checkbox"/> Certification (Private Entity)
Pledged Local Match Amount: \$1,677,713
Program Number: 08220C01FY04
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

D. AMENDMENT INFORMATION:

Amendment Number:
Purpose: <input type="checkbox"/> Increase Local Match Amount by \$ for a new Pledged Local Match Amount of \$ (See modified Schedule) <input type="checkbox"/> Decrease Local Match Amount by \$ for a new Pledged Local Match Amount of \$ (See modified Schedule) <input type="checkbox"/> Change in Schedule (payment dates and/or certification of expense report dates only) <input type="checkbox"/> End Date Extension to: <input type="checkbox"/> Other:

E. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with 45 CFR 98.53.

1. **Cash Contributions:** The description addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding
Direct Child Care		Amount of funding: \$
Child Care Quality Improvement		Amount of funding: \$

2. **Certification of Exuense:** The descriptions below describe (1) the allowable child care services that resulted in expenses certified by the contributor and (2) the Board's planned utilization of the resulting matched federal funds resulting from the certification of expense.

	Description	Funding
Direct Child Care	1. Expenses certified by the contributor and Sources of Funds:	Amount of finding: (Local Share) \$ 1,677,713
Direct Child Care	2. Board's planned use of federal funds: Expenditures for eligible clients enrolled in the CCDS program as determined by COSA.	Amount of funding: (Federal Share) \$ 2,539,766
Child Care Quality Improvement	1. Expenses certified by the contributor and Sources of Funds:	Amount of funding: (Local Share) \$
Child Care Quality Improvement	2. Board's planned use of federal funds:	Amount of funding: (Federal Share) \$

F. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENSE SCHEDULE: In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expense in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
TOTAL		

❖ Donation/Transfer Date must be within the contract begin and end dates.

2. Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expense
1.	From 10/1/03 to 12/1/03	12/31/03	219,400
2.	From 10/1/03 to 3/1/04	3/31/04	286,104
3.	From 10/1/03 to 6/1/04	6/30/04	486,104
4.	From 10/1/03 to 8/30/04	8/30/04	686,105
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
TOTAL			1,677,713

❖ Certification period must be within the contract begin and end dates.

❖ Explanation is required below if reporting dates are outside the contract end date.

Completed forms, inquiries, or corrections to the individual information contained in this form shall be sent to Child Care Services, 101 East 15th Street, Room 130T, Austin, Texas 78778-0001, or by sending an e-mail to childcare.programassistance@twc.state.tx.us. Please call (512) 936-3137 if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects regarding that individual by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 264, Austin, Texas 78778-0001.

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the Contract/Amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the Contract/Amendment back to the Board for evaluation of the proposed changes. If the proposed changes are approved by the Board signatory, they will be initialed and my copy will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a Board staff member.

City of San Antonio

Dennis J. Campa
Director DCI

Date

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039016

Attachment 1
ATTACHMENT (S)
ITEM NO 40A

		BUDGET	Revision#1 +/-	Revised Budget
REVENUES:				
00-004	025445 PRS - Foster Care			
00-004	025478 PRS - Other Foster Care			
00-004	025494 PRS - In Home			
00-004	025502 CCDF Choices			
00-004	025536 CCDF Transitional			
00-004	025544 Title XX - At Risk	169,578		169,578
00-004	025619 CCDF Workforce Applicant			
00-004	025718 CCDF Early Childcare	24,851,020		24,851,020
00-004	025759 CCDF Quality Expansion	1,539,139		1,539,139
00-004	026864 CCDF Infant & Toddler	1,025,070		1,025,070
00-004	026872 CCDF School Age R & R	173,849		173,849
00-004	027045 2004 Federal Match		2,539,766	2,539,766
00-004	027326 Carryforward 2003 Federal Match		545,000	545,000
00-004	027367 PRS Program Admin - Foster Care			
00-004	027425 PRS Program Admin - Other Foster Care			
00-004	027789 PRS Program Admin - In Home			
00-004	028001 CCDF Program Operations	4,337,352		4,337,352
00-004	028274 CCDF QIA	664,226		664,226
00-004	029157 2004 Federal Match Operations			
00-004	029207 Carryforward 2003 Federal Match Operations	-		
00-004	029298 TWC Revenue Clearing Account	-		
00-009	101428 Transfer from 29-024 Human Development Fund	-	1,200,000	1,200,000
00-009	101444 General Fund Carryforward	-	100,000	100,000
TOTAL REVENUES		32,760,234	4,384,766	37,145,000

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

01-010	200022 Reg Salaries & Wages	1,973,540	153,561	2,127,101
01-011	200048 Overtime Salaries & Wages			
01-012	200055 Higher Class. Salary			
01-019	200063 Language Skill Pay	8,849	688	9,537
01-030	200071 FICA	155,014	12,062	167,076
01-040	200089 TMRS	234,019	18,209	252,228
01-050	200345 Flex Benefits	368,539	28,675	397,214
01-051	200352 Life Insurance	3,039	237	3,276
01-060	200360 Worker's Disability Comp.	20,195	1,571	21,766
01-072	200378 Personal Leave Buy Back Pay	1,735	135	1,870
02-110	200386 Communications : Telephones	83,280	6,480	89,760
02-112	200394 Rental of Pagers	868	67	935
02-113	200519 Mail & Parcel Post	27,760	2,160	29,920
02-116	200527 Rental of Facilities	290,960	22,639	313,599
02-119	200626 Rental of Equipment	15,615	1,215	16,830
02-120	200634 Inter-Fund Rent of City Motor Pool	6,940	540	7,480
02-124	200667 Travel - Official	3,470	270	3,740
02-128	203018 Education	2,603	202	2,805
02-130	203026 Car Expense Allowance	10,410	810	11,220
02-142	203034 Maint & Rep. Mach & Equip	1,735	135	1,870
02-160	203042 Fees to Prof. Contractors	35,742	2,781	38,523
02-161	203059 Temporary Services	3,904	304	4,208
02-163	203067 AADC - CCDF Program Operations	700,201		700,201
02-175	203166 Advertising & Publications	1,735	135	1,870
02-178	203174 Membership Dues & Lic.	868	67	935

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039016

		BUDGET	Revision#1 +/-	Revised Budget
02-181	203182 Binding Printing & Repro.	4,336	339	4,675
02-187	203190 Subscriptionsto Publications	651	50	701
02-193	203208 Other Contractual Services	130	10	140
03-210	203216 Office Supplies	4,336	339	4,675
03-216	203232 Food	260	21	281
03-230	203240 Photographic Supplies	43	4	47
03-232	203257 Tools, Apparatus & Accessories	43	4	47
03-242	203273 Maint & Rep. Material - Mach & Equip	359	28	387
03-244	203281 Other Commodities	87	7	94
04-260	203307 Liab. , Hazard & Fidelity	29,658	233	29,891
Total 38-15-06		3,990,924	253,976	4,244,900
38-15-08 QUALITY IMPROVEMENT - GENERAL				
01-010	203315 Reg Salaries & Wages	111,296	-	111,296
01-019	203323 Language Skill Pay	600	-	600
01-030	203331 FICA	8,514	-	8,514
01-040	203349 TMRS	12,944	-	12,944
01-050	203356 Flex Benefits	19,141	-	19,141
01-051	203406 Life Insurance	167	-	167
01-060	204156 Worker's Disability Comp.	975	-	975
01-072	204164 Personal Leave Buy Back Pay	-	-	-
02-110	204172 Communications : Telephones	1,750	-	1,750
02-112	204248 Rental of Pagers	70	-	70
02-113	204255 Mail & Parcel Post	850	-	850
02-116	204685 Rental of Facilities	51,019	-	51,019
02-119	204693 Rental of Equipment	250	-	250
02-120	204701 Inter-Fund Rent of City Motor Pool	231	-	231
02-124	204719 Travel - Official	2,000	-	2,000
02-128	205096 Education	750	-	750
02-130	205146 Car Expense Allowance	3,193	-	3,193
02-160	205153 Fees to Prof. Contractors	750	-	750
02-160	205161 QI - ADAPTIVE EQUIPMENT	-	-	-
02-160	205179 QI - RESOURCE ROOM	-	-	-
02-160	205187 QI - DIRECT ASSISTANCE	-	-	-
02-160	205195 QI - TECHNICAL ASSISTANCE	-	-	-
02-160	205229 QI - RECOGNITION AWARDS	-	-	-
02-160	205252 QI - OTHER ACTIVITIES	-	-	-
02-161	205310 Temporary Services	1,000	-	1,000
02-163	205328 AADC - QIA	30,000	-	30,000
02-163	205393 Family Service - QIA	409,951	-	409,951
02-178	205401 Membership Dues & Lic.	1,100	-	1,100
02-181	205419 Binding Printing & Repro.	2,500	-	2,500
02-187	205427 Subscriptions to Publications	250	-	250
03-210	205435 Office Supplies	3,000	-	3,000
03-230	205443 Photographic Supplies	25	-	25
03-232	205450 Tools, Apparatus & Accessories	100	-	100
03-242	205468 Maint & Rep. Material - Mach & Equip	50	-	50
03-244	205476 Other Commodities	250	-	250
04-260	205484 Liab. , Hazard & Fidelity	1,500	-	1,500
Total 38-15-08		664,226		664,226

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1, 2003 - August 31, 2004

26-039016

		BUDGET	Revision #1 +/-	Revised Budget
38-15-16 Child Care Delivery System - Indirect				
01-010	205492 Reg Salaries & Wages	236,947		236,947
01-019	205500 Language Skill Pay			
01-030	205518 FICA	19,975		19,975
01-040	205559 TMRS	28,053		28,053
01-050	205583 Flex Benefits	24,417		24,417
01-051	205591 Life Insurance	1,000		1,000
01-060	205633 Workers Comp	1,850		1,850
01-072	205682 Personal Leave Buy Back Pay	5,000		5,000
02-116	205690 Rental of Facilities	5,000		5,000
02-120	205849 Rent of City Motor Pool	300		300
02-124	365908 Travel - Official	6,000		6,000
02-128	365916 Education	1,500		1,500
02-130	365924 Car Expense Allowance	3,500		3,500
02-160	365932 Fees to Professional Contractors	2,700		2,700
02-161	365957 Temporary Services	3,500		3,500
02-178	366013 Membership Dues & Lic.			
02-187	366344 Subscriptions to Publications	300		300
02-193	366385 Other Contractual Services	386		386
03-243	366393 Computer Software	1,400		1,400
03-244	366401 Other Commodities	850		850
05-360	366427 Computer Equipment	3,750		3,750
05-375	366484 Furniture & Fixtures			
Total 38-15-16		346,428		346,428
38-15-17 CCDS - Program Service Providers				
02-160	366500 PRS - Foster Care	-	-	-
02-160	366518 PRS - Other Foster Care	-	-	-
02-160	367151 PRS - In Home	-	-	-
02-160	367227 CCDF Choices	-	-	-
02-160	367243 CCDF Transitional	-	-	-
02-160	367250 Title XX - At Risk	169,578		169,578
02-160	367276 CCDF Workforce Applicant	-	-	-
02-160	367284 CCDF Early Childcare	24,851,020		24,851,020
02-160	367292 CCDF Quality Expansion	1,539,139		1,539,139
02-160	367359 CCDF Infant & Toddler	1,025,070		1,025,070
02-160	367367 CCDF School Age R & R	173,849		173,849
02-160	369413 2004 Federal Match		2,285,790	2,285,790
02-160	369421 Carryforward 2003 Federal Match	-	-	-
02-160	369447 TWC Expense Clearing Account	-	-	-
Total 38-15-17		27,758,656	2,285,790	30,044,446
38-15-18 CCDS - Federal Match: Quality Initiatives				
02-160	xxxxxx Carryforward 26-039013- Federal Match - Quality Initiatives	-	45,731	45,731
02-160	xxxxxx Fees to Professional Contractors	-	15,000	15,000
02-163	xxxxxx Avance - Kinder Readiness	-	14,083	14,083
02-163	xxxxxx Avance - Career Readiness	-	29,297	29,297
02-163	xxxxxx Blessed Sacrament Academy - CDC Professional Accreditation	-	5,000	5,000
02-163	xxxxxx KLRN - Kinder Readiness	-	88,000	88,000
02-163	xxxxxx Family Service Association - Kinder Readiness	-	20,000	20,000
02-163	xxxxxx Northside ISD - Kinder Readiness	-	33,824	33,824
02-164	xxxxxx Positive Beginnings - Kinder Readiness	-	15,765	15,765
02-163	xxxxxx YWCA - Kinder Readiness	-	16,000	16,000
02-163	xxxxxx UTSA - Kinder Readiness Evaluation	-	37,000	37,000

CHILD CARE DELIVERY SYSTEM PROGRAM - 2004 CCDS / QIA

September 1,2003 - August 31,2004

26-039016

			BUDGET	Revision #1 +/-	Revised Budget
02-163	xxxxxx	Computer Solutions - SPE		185,800	185,800
02-163	xxxxxx	Avance - School Based Program		24,500	24,500
02-163	xxxxxx	Blessed Sacrament Academy - CDC Professional Accreditation		15,000	15,000
Total 38-15-18				545,000	545,000
38-15-19 Child Care Services - Local Funded					
01-010	xxxxxx	Reg Salaries & Wages		71,925	71,925
01-011	xxxxxx	Overtime Salaries & Wages	-	-	
01-012	xxxxxx	Higher Class. Salary	-	-	
01-019	xxxxxx	Language Skill Pay			
01-030	xxxxxx	FICA		5,501	5,501
01-040	xxxxxx	TMRS		8,309	8,309
01-050	xxxxxx	Flex Benefits		13,469	13,469
01-051	xxxxxx	Life Insurance		108	108
01-060	xxxxxx	Worker's Disability Comp.		688	688
02-160	xxxxxx	Carryforward 26-039013 - G.F. Grant Transfer			
02-160	xxxxxx	G.F. Match - Local Initiatives		70,779	70,779
02-160	xxxxxx	G.F. Match - Our City Cares		50,000	50,000
02-160	xxxxxx	G.F. Match - SMART START		100,000	100,000
02-163	xxxxxx	Avance - Kinder Readiness		114,600	114,600
02-163	xxxxxx	Family Service Association - Kinder Readiness		141,328	141,328
02-163	xxxxxx	KLRN - Kinder Readiness		286,108	286,108
02-163	xxxxxx	Northside ISD - Kinder Readiness		150,000	150,000
02-164	xxxxxx	Positive Beginnings - Kinder Readiness		56,400	56,400
02-163	xxxxxx	YWCA - Kinder Readiness		80,785	80,785
02-163	xxxxxx	UTSA - Kinder Readiness Evaluation		150,000	150,000
Total 38-15-19				1,300,000	1,300,000
TOTAL EXPENSES			32,760,234	4,384,767	37,145,000

Fund Only Index Code: 000514

Department of Community Initiatives
Budget Schedule - Delegate Agency Funding

ATTACHMENT (S)
ITEM NO 10(B)

Child Care Delivery System - 2004 CCDS
Project: 26-039016

	Budget	Revision#1 +/-	Revised Budget
38-15-18 CCDS - Federal Match: Quality Initiatives			
38-15-18 CCDS - Federal Match: Quality Initiatives			
02-160 xxxxxx Carryforward 26-039013 - Federal Match - Quality Initiatives	545,000	(499,269)	45,731
02-160 xxxxxx Fees to Professional Contractors		15,000	15,000
02-163 xxxxxx Avance - Kinder Readiness		14,083	14,083
02-163 xxxxxx Avance - Career Readiness		29,297	29,297
02-163 xxxxxx Blessed Sacrament Academy - CDC Professional Accreditation		5,000	5,000
02-163 xxxxxx KLRN - Kinder Readiness		88,000	88,000
02-163 xxxxxx Family Service Association - Kinder Readiness		20,000	20,000
02-163 xxxxxx Northside ISD - Kinder Readiness		33,824	33,824
02-164 xxxxxx Positive Beginnings - Kinder Readiness		15,765	15,765
02-163 xxxxxx YWCA - Kinder Readiness		16,000	16,000
02-163 xxxxxx UTSA - Kinder Readiness Evaluation		37,000	37,000
02-163 xxxxxx Computer Solutions - SPE		185,800	185,800
02-163 xxxxxx Avance - School Based Program		24,500	24,500
02-163 xxxxxx Blessed Sacrament Academy - CDC Professional Accreditation		15,000	15,000
Total 38-15-18	545,000		545,000
38-15-19 Child Care Services - Local Funded			
01-010 xxxxxx Reg Salaries & Wages		71,925	71,925
01-011 xxxxxx Overtime Salaries & Wages			
01-012 xxxxxx Higher Class. Salary	-	-	-
01-019 xxxxxx Language Skill Pay			
01-030 xxxxxx FICA		5,501	5,501
01-040 xxxxxx TMRS		8,309	8,309
01-050 xxxxxx Flex Benefits		13,469	13,469
01-051 xxxxxx Life Insurance		108	108
01-060 xxxxxx Worker's Disability Comp.		688	688
02-160 xxxxxx Carryforward 26-039013 - G.F. Grant Transfer	100,000	(100,000)	
02-160 xxxxxx G.F. Match - Local Initiatives	1,050,000	(979,221)	70,779
02-160 xxxxxx G.F. Match - Our City Cares	50,000		50,000
02-160 xxxxxx G.F. Match - SMART START	100,000		100,000
02-163 xxxxxx Avance - Kinder Readiness		114,600	114,600
02-163 xxxxxx Family Service Association - Kinder Readiness		141,328	141,328
02-163 xxxxxx KLRN - Kinder Readiness		286,108	286,108
02-163 xxxxxx Northside ISD - Kinder Readiness		150,000	150,000
02-164 xxxxxx Positive Beginnings - Kinder Readiness		56,400	56,400
02-163 xxxxxx YWCA - Kinder Readiness		80,785	80,785
02-163 xxxxxx UTSA - Kinder Readiness Evaluation		150,000	150,000
Total 38-15-19	1,300,000		1,300,000

Department of Community Initiatives - Office of the Director
Project: 11-000000

	Budget	Revision#1 +/-	Revised Budget
38-01-01 Office of the Director			
02-160 669739 Kinder Read 1 - Northside ISD			
02-160 669747 Kinder Read 2 - Positive Beginnings	120,000	(60,000)	60,000
02-160 669754 Kinder Read 3 - Avance	120,000	(60,000)	60,000
02-160 669796 Kinder Read 4 - YWCA		60,000	60,000
02-160 669804 Kinder Read 5 - Family Service Association		60,000	60,000
Total	240,000		240,000