

**CITY OF SAN ANTONIO
COMMUNITY INITIATIVES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Sheryl Sculley, City Manager

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

SUBJECT: Ratifying submission of an application and authorizing acceptance of a grant from the local Emergency Food & Shelter Board

DATE: March 23, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance ratifies the submission of an application and authorizes the acceptance of a grant in the amount of \$106,318 from the local board of the Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter National Board Program, for the funding of rental and mortgage assistance for the period October 1, 2005 to September 30, 2006. This ordinance also approves a budget and authorizes execution of documents in connection with said grant.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Emergency Food & Shelter Program (EFSP) was created by Congress in 1983 in an effort to help people with economic (not disaster-related) emergencies. The City of San Antonio has been a recipient of these funds since 1989. The Department of Community Initiatives (DCI) received notice of the available funds by correspondence dated January 30, 2006. The application was due to the local United Way office on February 17, 2006 and on February 24, 2006 notification of this award was received. Therefore, the short notice did not allow staff time to go to Council for consideration of this application.

United Way of San Antonio and Bexar County is the administrative entity for the Emergency Food and Shelter Program funds. United Way is sharing these administrative dollars with DCI to maintain a database to ensure there is no duplication of services for this jurisdiction in the provision of rental assistance. The amount allocated for this purpose is \$6,318, with \$100,000 allocated for direct service.

This funding will allow DCI to reduce the risk of homelessness and foreclosure by providing one month's rent, mortgage assistance or first month's rent for homeless individuals moving to transitional or permanent housing. There are no income guidelines to qualify for this program; however, recipients must demonstrate their ability to pay the next month's payment. Participants

can only receive assistance once during a fiscal year. Of the 77 households served through DCI's mortgage assistance in FY04/05, only two households defaulted six months to a year later. Based on the award of \$100,000, approximately 196 households will receive rental and mortgage assistance. A historical account of FY04/05 assistance is provided in Attachment A.

POLICY ANALYSIS

This ordinance continues existing City policy of acquiring grant funding for the provision of housing safety net services for homeless and those at risk of becoming homeless. It also supports the recommendations of the Mayor's Task Force on Hunger and Homelessness to sustain a safety net for individuals and families by assisting with mortgage and rental payments.

FISCAL IMPACT

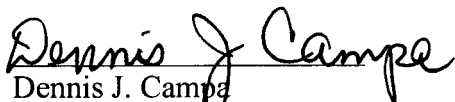
This ordinance authorizes the receipt and expenditure of \$106,318 in grant funds. There is no General Fund commitment.

COORDINATION

Coordination has occurred with the City Attorney's Office, Finance Department, Office of Management and Budget, and United Way.

SUPPLEMENTARY COMMENTS

Provisions of the City's Ethics Ordinance do not apply.



Dennis J. Campa
Director, Department of Community Initiatives



Frances A. Gonzalez
Assistant City Manager

Approved for Council Consideration



Sheryl Sculley
City Manager



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

SEP 1 2005

Dennis J. Campa, Director
Department of Community Initiatives
City of San Antonio
115 Plaza De Armas, Suite 210
San Antonio, TX 78205

Assets for Independence Program Grant Number: 90EI0366/01

Dear Mr. Campa:

It is my pleasure to inform you that the Office of Community Services (OCS) has approved the City of San Antonio's request for \$500,000 in Assets for Independence (AFI) Program funding.

Enclosed please find official grant award documentation, including the Financial Assistance Award notice, the Standard Terms and Conditions and Special Terms and Conditions. Please review and become familiar with these documents, as they, together with your organization's proposal, are the framework for the project and grant implementation.

The following paragraphs provide details about the AFI Resource Center and ACF points of contact for this grant.

Training and Technical Assistance

OCS is committed to working in close partnership with all AFI Program grantees to produce the best possible outcomes for grantees and their participants. We manage the AFI Resource Center in order to ensure that all grantees have access to an array of training and technical assistance services and opportunities. The program webpage at <http://www.acf.hhs.gov/assetbuilding>, part of the Resource Center, provides helpful information including tip sheets, sample tools, reporting forms and guidance for grantees. Our staff will be in contact with you soon to introduce you to the Resource Center and to discuss training and technical assistance resources that may be available.

AFI Contacts -- Communications and Reports

OCS works closely with the Administration for Children and Families' Office of Grants Management (OGM) to administer the AFI Program. OCS and OGM have distinct but complementary roles and responsibilities for this grant program, and each office has

Dennis Campa
City of San Antonio
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assigned a point person to work with your agency on all issues concerning your project and the grant.

For Programmatic Issues and Activities (such as programmatic guidelines; requests for technical assistance or training; project performance issues; and annual data collection processes for the national program evaluation and the annual Report to Congress), please contact the AFI Program Manager:

James K. Gatz
Program Manager
Office of Community Services
Administration for Children and Families
370 L'Enfant Promenade, S.W., 5th Floor West
Washington, D. C. 20447
Telephone: (202) 401-4626
Email: afiprogram@acf.hhs.gov

For Non-Programmatic Issues and Activities (such as requests for drawdown of Federal grant funds; issues with financial matters; and guidance on annual financial reports and narrative progress reports), please contact your OGM Specialist:

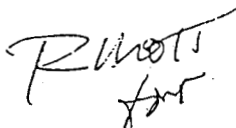
Nekisha Weaver
Grants Management Specialist
Division of Discretionary Grants / Office of Grants Management
Administration for Children and Families
370 L'Enfant Promenade, S.W., 4th Floor West
Washington, D. C. 20447
Telephone: 202-401-4736; (202) 690-5588 (Fax)
Email: nweaver@acf.hhs.gov

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Please direct all official reports to Ms. Weaver, with a copy to James Gatz. Please include your official grant number on all correspondence.

I wish you much success with this important project!

Sincerely,

A handwritten signature in cursive script, appearing to read "R. B. Robinson" or similar, with a stylized flourish at the end.

Josephine B. Robinson
Director
Office of Community Services

Enclosures

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO, OFFICE OF COMMUNITY INITIATIVES,
THE ALAMO COMMUNITY COLLEGE DISTRICT FOUNDATION, INC.
AND THE ALAMO COMMUNITY COLLEGE DISTRICT

This Memorandum of Agreement is entered into by and between the City of San Antonio, (hereinafter referred to as the CITY), a Texas municipal corporation, acting by and through its Director of Community Initiatives as authorized by City Council on _____, pursuant to Ordinance No. _____, the Alamo Community College District Foundation, Inc. (hereinafter referred to as the ACCD Foundation), and the Alamo Community College District (hereinafter referred to as the ACCD).

WHEREAS the City, ACCD Foundation and ACCD ("hereinafter referred to as "the Parties") are dedicated to the furtherance of educational opportunities for those who without financial assistance would not necessarily be able to enroll in and/or complete college; and

WHEREAS each of the Parties wish to promote a pattern of private individuals saving monies to be applied toward their personal education; and

WHEREAS, the public purpose for this Agreement is to promote the professional needs of the City and to prepare the workforce for productive employment; NOW THEREFORE:

IT IS HEREBY AGREED that the Parties jointly participate in the CITY sponsored Individual Development Account (hereinafter referred to as IDA) program established for the purpose of encouraging individual citizens of San Antonio to create personal savings accounts to be used for costs directly associated with the pursuit of a college education. Participants in this IDA program who are enrolled at a college of the Alamo Community College District must meet a minimum required GPA of 2.0 and be enrolled for a minimum of 6 credit hours during any semester for which the ACCD Foundation is providing matching funds. Such participation shall be defined in accordance with the following parameters and limitations:

1. This MEMORANDUM OF AGREEMENT shall commence on January 1, 2006 and shall terminate on December 31, 2009 unless earlier termination shall occur pursuant to any provision hereof.
2. The CITY shall be the primary recruiter of private citizens who participate in the IDA program, and shall further be the manager of each individual's IDA. The CITY shall further match two dollars (\$2.00) of IDA program federal funds (up to a maximum of \$1,500.00 per individual IDA account and \$4,000.00 per household) for every one dollar (\$1.00) deposited by a participating individual

3. The CITY shall work closely with designated representatives of the participating colleges of the ACCD to ensure individual participants are appropriately counseled and provided such assistance as may be needed by each of those using their IDA program savings for college education purposes and who are enrolling at a college of the ACCD.
4. The ACCD shall provide an appropriate representative from each ACCD college participating in the IDA program who shall work with the CITY representatives regarding the IDA program, and who shall be responsible for ensuring individual participants in the IDA program are provided appropriate counseling and other support services as may be needed by these individuals who enroll at an ACCD college. This shall be ACCD's sole obligation under this MEMORANDUM OF AGREEMENT. It is understood and agreed that ACCD is not a guarantor of the ACCD Foundation's performance under this MEMORANDUM OF AGREEMENT (financial or otherwise).
5. Subject to the aggregate "cap" described below, the ACCD Foundation shall raise and designate additional matching funds for each IDA to be limited to the purpose of supporting scholarships for tuition, fees, books and other educational supplies needed by students enrolled at a college of the ACCD and pursuing a college education. The amount of such match shall be equal to two dollars (\$2.00) for each three dollars (\$3.00) as referred to in Paragraph 2 above, and shall be only available for those individual participants who are specifically saving toward furthering their college education at a college of the ACCD. Additionally, the aggregate matching amount shall not exceed, and may be less, than \$50,000.00 per calendar year.
6. The matching funds raised and designated by the ACCD Foundation for the purpose stated in Paragraph 5 above shall be retained and managed by the ACCD Foundation until such time as the individual participant in the IDA program actively enrolls as a student at a college of the ACCD. Subsequent to verifying the enrollment of, and educational costs to, the individual participant, the ACCD Foundation shall provide two-fifths of such educational costs to the CITY to be used as a scholarship for the particular named individual participant. Such educational costs shall further be limited to those for tuition, fees, books and materials directly related to the named individual participant's educational program.
7. The Parties further agree to maintain a close working relationship with each other such that each of the Parties remain fully apprised of the IDA program's status and the status of each participating individual who is specifically saving toward their college education at a college of the ACCD.

8. TERMINATION BY NOTICE: This MEMORANDUM OF AGREEMENT may be terminated by any party upon written notice to both of the other parties, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other parties. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other parties.
9. TERMINATION FOR CAUSE: Should any party default in the performance of any of the terms or conditions of this MEMORANDUM OF AGREEMENT, then either of the other parties shall deliver to the defaulting party, as well as to the remaining party, written notice thereof specifying the matters of default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this MEMORANDUM OF AGREEMENT shall terminate between all of the parties at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
10. TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this MEMORANDUM OF AGREEMENT shall automatically terminate as of the effective date of such prohibition.
11. Except where the terms of this MEMORANDUM OF AGREEMENT expressly provide otherwise, any amendment to this MEMORANDUM OF AGREEMENT shall not be binding on the parties unless such amendment be in writing, executed by all the Parties and dated subsequent to the date hereof.
12. It is understood and agreed by the Parties hereto, that changes in local, State and Federal rules, regulations or laws applicable hereto, may occur during the term of this MEMORANDUM OF AGREEMENT and that any such changes shall be automatically incorporated into this MEMORANDUM OF AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The Parties expressly agree to comply with all applicable federal, state, and local laws.

13. The Parties agree that they will provide services under this Memorandum of Agreement as independent parties. Each of the Parties shall be responsible for the acts and/or omissions of its officers, employees, agents, subcontractors and consultants, if any. The Parties to this Memorandum of Agreement further agree that they have no authority to bind the others or to hold out to third parties that they have authority to bind the others; and nothing herein contained shall be deemed or construed by the Parties hereto or any third party as creating the relationship of employer-employee, principal-agent, partners or joint ventures. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Memorandum of Agreement. The Parties to this Memorandum of Agreement are undertaking a governmental function or service. The Parties to this Memorandum of Agreement do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit. The Parties do not have an equal right of control over any aspect of the Memorandum of Agreement. Each of the Parties to this Memorandum of Agreement have separate and independent duties and obligations over which they have control.
14. This MEMORANDUM OF AGREEMENT, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

Agreed to by and between the below parties on this ____ day of _____, 2006.

Daniel Derrico
Acting Chancellor
Alamo Community College
District

Jackie Van De Walle
Chairman
ACCD Foundation, Inc.

Dennis J. Campa
Director, Department of
Community Initiatives
City of San Antonio

FAMILIES SAVE 4 PROGRAM

September 30, 2005 - September 29, 2010

REVENUES

4501100 HHS - Administration for Children & Families
 4502220 Contributions Private Donors Restricted
TOTAL REVENUES

BUDGET

500,000
 500,000
1,000,000

APPROPRIATIONS**138000000444 Families Save 4 IDA**

5407035 DW Education Assistance 283,334
 5407037 DW Home Purchase 283,333
 5407038 DW Business Purchase 283,333
Total 138000000444 850,000

138000000445 Families Save 4 Administration

5101010 Regular Salaries 108,494
 5103005 FICA 8,300
 5103010 Life Insurance 163
 5105010 TMRS 13,507
 5203060 Binding & Printing 2,000
 5203090 Transportation Fees 500
 5205010 Mail & Parcel Post 700
 5207010 Travel - Official 750
 5302010 Office Supplies 1,277
 5405040 Health Benefits (Flex) 14,309
Total 138000000445 150,000

TOTAL APPROPRIATIONS

1,000,000

FAMILIES SAVE 2 PROGRAM

September 30, 2001 - September 29, 2006

	BUDGET	REVISION	REVISED BUDGET
<u>REVENUES</u>			
4501100 HHS - Administration for Children & Families	900,000	0	900,000
4502220 Contribution Private Donors Restricted	0	120,458	120,458
4502220 Citicorp Contribution	150,000	55,000	205,000
4502220 Annie E. Casey Foundation	21,000	(2,500)	18,500
4502220 Frost National Bank	20,000	0	20,000
4502220 Goodwill Industry	5,000	0	5,000
4502220 Alamo Community College District Foundation	75,000	(1,491)	73,509
4502220 Levi Strauss / YWCA	25,000	0	25,000
4502220 J.P. Morgan Chase Bank One	10,000	5,000	15,000
4502220 Fannie Mae	0	50,000	50,000
6101100 TRF from GF GAP	20,000	20,000	40,000
6101100 TRF from MC2002	45,000	0	45,000
6101100 TRF from MC2004	62,850	0	62,850
6101100 TRF from Savings for School Pgm	6,500	0	6,500
6101100 TRF from GF CD5	5,000	0	5,000
6101100 TRF from GF CD10	35,000	30,000	65,000
6101100 TRF from GF CD9	44,000	0	44,000
6101100 TRF from GF CD8	0	18,000	18,000
6101100 TRF from GF CD7	0	16,000	16,000
6101100 TRF from GF 8510510001	65,183	0	65,183
TOTAL REVENUES	1,489,533	310,467	1,800,000

APPROPRIATIONS**138000000065 Families Save 2 IDA**

5407020 Direct Welfare Payments	0	0	0
5407032 Direct Welfare - Other	609,767	(609,767)	0
5407035 Direct Welfare - Ed Assistance	609,766	(99,766)	510,000
5407038 Direct Welfare - Home Purchase	0	510,000	510,000
5407039 Direct Welfare - Business Purchase	0	510,000	510,000
Total 1380000000065	1,219,533	310,467	1,530,000

1380000000244 Families Save 2 Administration

5101010 Regular Salaries	188,897	0	188,897
5105010 Language Skill Pay	387	0	387
5103005 FICA	14,502	0	14,502
5103010 Life Insurance	282	0	282
5103035 Personal Leave Buy Back	2,111	0	2,111
5105010 TMRS	23,550	0	23,550
5201025 Education	370	0	370
5203040 Advertising & Publications	470	0	470
5203050 Membership Dues & Licenses	75	0	75
5203060 Binding, Printing & Reproduction	3,626	0	3,626
5203090 Transportation Fees	2,500	0	2,500
5205010 Mail & Parcel Post	4,279	0	4,279
5207010 Travel - Official	1,106	0	1,106
5302010 Office Supplies	1,413	0	1,413
5304075 Computer Software	0	0	0
5304080 Other Commodities	50	0	50
5405040 Flex Benefits	26,382	0	26,382
Total 1380000000244	270,000	0	270,000

TOTAL APPROPRIATIONS

1,489,533	310,467	1,800,000
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FAMILIES SAVE 3 PROGRAM

September 30, 2004 - September 29, 2009

	BUDGET	Revision #3 +/-	REVISED BUDGET
REVENUES			
4501100 HHS - Administration for Children & Families	300,000	0	300,000
4502220 Contributions to Private Donors Restricted	0	240,000	240,000
6101100 Transfer HDSF CD 10	30,000	(30,000)	0
6101100 Transfer COSA General Fund	80,000	(20,000)	60,000
TOTAL REVENUES	410,000	190,000	600,000

APPROPRIATIONS**138000000317 Families Save 3 IDA**

5407032 Direct Welfare - Other	182,500	(182,500)	0
5407035 DW Education Assistance	182,500	(12,500)	170,000
5407037 DW Home Purchase	0	170,000	170,000
5407038 DW Business Purchase	0	170,000	170,000
Total 138000000317	365,000	145,000	510,000

138000000318 Families Save 3 Administration

5101010 Regular Salaries	0	65,735	65,735
5103005 FICA	0	5,029	5,029
5103010 Life Insurance	0	99	99
5103065 Education	500	(500)	0
5105010 TMRS	0	8,184	8,184
5201040 Fees to Professional Contractors	9,700	(9,700)	0
5203040 Advertising & Publications	5,000	(5,000)	0
5203050 Membership Dues	250	(250)	0
5203060 Binding & Printing	10,000	(9,200)	800
5203090 Transportation Fees	0	550	550
5205010 Mail & Parcel Post	2,500	(2,000)	500
5207010 Travel - Official	2,000	(1,700)	300
5302010 Office Supplies	10,000	(9,869)	131
5304075 Computer Software	2,500	(2,500)	0
5405040 Health Benefits (Flex)	0	8,672	8,672
5501000 Cap <5K - Computer Equipment	1,500	(1,500)	0
5501065 Cap <5K - Furniture & Fixtures	1,050	(1,050)	0
Total 138000000318	45,000	45,000	90,000

TOTAL APPROPRIATIONS

410,000	190,000	600,000
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