

Additional Congressional Districts:

- a. Applicant: 20th, 21st, 23rd, 28th
- b. Project: 20th, 28th

Congress of the United States
House of Representatives
Washington, DC 20515-4320

January 25, 2013

Mr. John M. Dugan
Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

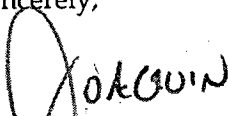
Dear Mr. Dugan:

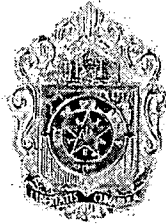
I am writing to support the City of San Antonio's application to the U.S. Housing and Urban Development's Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children in our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children residing in Bexar County tested in 2011, 229 were found to have an elevated blood lead level.

It is important to continue the City's excellent progress in reducing lead hazards. I understand that the City of San Antonio has successfully implemented Office of Healthy Homes and Lead Hazard Control grants. For the past twelve years, the City of San Antonio's Green and Healthy Homes (SAGHH) has conducted lead hazard control work in over 870 homes. In 2011, SAGHH received its first Healthy Homes Production Grant used to compliment lead hazard control work which addresses other health and safety issues within the same home.

By receiving this grant, the City of San Antonio will have the much needed funding to continue its work to address lead hazards and minimize the risks associated with these hazards for children throughout San Antonio. That is why I am pleased to support the City of San Antonio's application for the Lead Hazard Reduction Demonstration Program. If I may ever be of assistance to you, please do not hesitate to contact me.

Sincerely,


Joaquin Castro
Member of Congress



CITY OF SAN ANTONIO

JULIÁN CASTRO

MAYOR

January 23, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. Dugan:

This letter is to support the City's application to the US Department of Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children in Bexar County that were tested for lead in 2011, 229 children were found to have an elevated blood lead level. This figure shows a need for further lead hazard control. The City of San Antonio's Green and Healthy Homes (SAGHH), formerly known as the Lead-Based Paint Hazard Control Program, has been conducting lead hazard control work for the past twelve years.

The City of San Antonio has effectively implemented four Office of Healthy Homes and Lead Hazard Control grants in the past. The current, and fifth grant, has provided the necessary resources to address lead hazards throughout homes in San Antonio. However, more funds are required to address the increase in qualified clients concerned for their children's health. In 2011, SAGHH was awarded its first Healthy Homes Production grant used to compliment lead hazard control work by addressing other health and safety issues within the same home. These services include water conservation, weatherization, pests and mold removal, and fire safety enhancements.

The City looks forward to renewing our grant application and continuing our work to address lead hazards and minimize risks for children throughout San Antonio.

Sincerely,

A handwritten signature in black ink, appearing to read "Julian Castro".

JULIÁN CASTRO
MAYOR



BEXAR COUNTY
DEPARTMENT OF COMMUNITY
RESOURCES

Aurora M. Sanchez
Executive Director

January 30, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
San Antonio Green and Healthy Homes
1400 S Flores
San Antonio, TX 78204

Dear Mr. Dugan:

Bexar County supports the City's application to the U.S. Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children under age six of Bexar County. Approximately 7.6% of the population within the county is within this age group. We similarly appreciate the opportunity to partner with the city in expanding this program to the balance of Bexar County and its other incorporated cities.

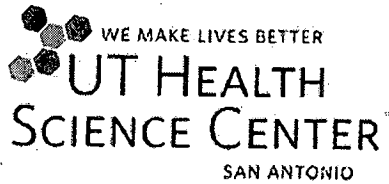
San Antonio's Green and Healthy Homes (SAGHH) received its first Healthy Homes Production grant used to compliment lead hazard control work by addressing other health and safety issues within the same home. SAGHH addresses lead hazards, weatherization, water conservation, pest management, mold, asbestos, and safety hazards.

Through this partnership, the citizens of the City and the County will continue to have access to lead hazard control activities that will protect the health of young children. We are pleased to continue this partnership that maximizes current federal funding and expands services to a currently un-served population.

Sincerely,



Aurora M. Sanchez



The University of Texas
Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78229-3900

Medical School
Department of Pediatrics

Community Pediatrics Division – MC 7818
(210) 567-7400
FAX: (210) 562-4635

January 24, 2013

To:
Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. Dugan:

This letter is in support of the City's application to the US Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. According to the Texas Childhood Lead Poisoning Prevention Program, Texas DSHS, of the children tested in 2011, 229 were found with elevated lead levels.

The City of San Antonio's Green and Healthy Homes (SAGHH), formerly known as the Lead Based Paint Hazard Control Program, has conducted lead hazard control work in over 870 homes in the last twelve years. In 2011, SAGHH received its first Healthy Homes Production Grant used to compliment lead hazard control work by addressing other health and safety issues within the same home. The SAGHH also addresses water conservation, weatherization, pest management, and safety. The Lead Hazard Reduction Demonstration Grant will fund the lead hazard control work for the program.

The University of Texas Health Science Center at San Antonio (UTHSCSA), Department of Community Pediatrics is committed being a partner with the City of San Antonio's Green and Healthy Homes (SAGHH), formerly known as the Lead Based Paint Hazard Control Program. At this time, a Memorandum of Understanding (MOU) is in process to enable UTHSC to test children under 6 years old for lead. This will allow SAGHH to identify those children with elevated blood lead levels. We understand once enrolled in SAGHH, families will be able to receive services, which will create a healthy and safe home for children in San Antonio.

Should you have any questions, please feel free to contact me at (210) 567-7400.

Sincerely,

Anthony A. Scott, Ph. D.
Professor/Clinical
University of Texas Health Science Center
7703 Floyd Curl Drive
San Antonio, Texas 78229
(210-567-7400) or Scottaa@UTHSCSA.edu



**FAMILY SERVICE
ASSOCIATION**

January 22, 2013

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Zavala County

THE FAMILY OF ALFRED A. VALENZUELA:

Alfred A. Valenzuela
Major General - U.S. Army Retired

Esther Valenzuela
Community Volunteer

Lori I. Valenzuela
Judge, 437th Judicial District Court

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. John M. Dugan:

This letter is in support of the City's application to the US Department of Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County and can have adverse affects on young children's development and learning abilities.

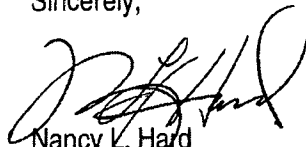
Family Service Association of San Antonio, Inc. (Family Service) has been building strong families since 1903. It is the oldest human service agency in San Antonio dedicated to helping children, seniors, and families in need. Family Service is a private, non-profit, non-sectarian agency funded by the United Way. Family Service has partnered with the City of San Antonio's San Antonio Green and Healthy Homes (SAGHH), formerly known as the Lead Based Paint Hazard Control Program, to address lead hazards in homes where these children live or are cared for. This partnership has been extremely successful in reaching out to the very families and neighborhoods we are trying to impact in concert with other health care providers.

Family Service is currently working with the SAGHH through a Memorandum of Understanding in which Family Service has trained and hired parent leaders to assist with outreach and education activities. Parent leaders are paid out of the existing Lead Hazard Reduction Demonstration Grant and have brought lead awareness to over 8,000 homes and have assisted 600 clients in filling out applications for the SAGHH.

Due to the vast outreach efforts provided by Family Service, the number of eligible clients referred to the SAGHH has increased significantly. However, more funds are required to address the increase in qualified clients concerned for their children's health.

Family Service supports the San Antonio Green and Healthy Homes in eliminating childhood lead poisoning by addressing lead hazards. We look forward to continuing outreach efforts throughout the San Antonio community.

Sincerely,



Nancy L. Hard
President/CEO

ACCREDITED



COA Letters of Support

We're the family you can always count on.

702 San Pedro • San Antonio, Texas 78212 • Office: (210) 299-2400 • Fax: (210) 299-4498
Website: www.family-service.org • Email: support@family-service.org





CITY OF SAN ANTONIO

January 23, 2013

Mr. John Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 South Flores
San Antonio, Texas 78204

CHARLES N. HOOD, FIRE CHIEF
OFFICE OF THE FIRE CHIEF
PUBLIC SAFETY HQ
315 S. SANTA ROSA
SAN ANTONIO, TEXAS 78207-4557
(210) 207-8401 FAX: (210) 207-8542

Dear Mr. Dugan:

The San Antonio Fire Department (SAFD) supports the City of San Antonio's Green & Healthy Homes Program (SAGHH) application to the U.S. Department of Housing and Urban Development (HUD) for the Lead Hazard Reduction Demonstration Grant. Housing related health and safety hazards are a threat to the children of our community. By addressing the needs of the home through the program, safe and healthy homes will be created for the families that reside in the community. The SAGHH addresses lead hazards, weatherization, water conservation, pest management, and safety. The Lead Hazard Reduction Demonstration Program will fund the lead hazard control work for the program.

For the past twelve years, the City of San Antonio has conducted lead hazard control work in over 870 homes. Last year, the SAGHH received its first Healthy Homes Production grant used to compliment lead hazard control work by addressing other health and safety issues within the same home. Fire prevention is an important part of the SAGHH program. As such, SAFD is committed to working with the SAGHH by providing and installing smoke detectors for those clients that own their homes and live within the city limits.

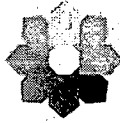
Our mission is to prevent and minimize the loss of life and property of citizens and fire service personnel; to provide Emergency Medical Services; to mitigate the consequences of natural and man-made disasters; to provide non-emergency support services; and to safeguard the environment and economic base of our community.

If you have questions or need additional information, please give me a call at (210) 207-8401.

Yours in Service,

Charles N. Hood, Fire Chief
San Antonio Fire Department

"AN EQUAL OPPORTUNITY EMPLOYER"



SAHA | SAN ANTONIO
HOUSING AUTHORITY
Opportunity Lives Here

818 South Flores Street | San Antonio, Texas 78204 | 210-477-6262 | www.saha.org

January 22, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

John
Dear Mr. Dugan:

This letter is to support the City's application to the U.S. Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children tested in 2011, 229 had elevated blood lead levels. In 2011, the City of San Antonio's Green and Healthy Homes (SAGHH) received its first Healthy Homes Production Grant used to compliment lead hazard control work by addressing other health and safety issues within the same home.

The San Antonio Housing Authority helps to serve the needs of low-income children and families residing within the community by providing needed housing services. As part of the Lead Safe San Antonio Task Force, the San Antonio Housing Authority is committed to working with the City of San Antonio to provide outreach and education to families participating in the Section 8 Housing Choice Voucher Program (Tenant-Based Rental Assistance). SAHA will continue to work with the City of San Antonio in an effort to help identify potential clients who can be referred to SAGHH for eligibility. Applicants who qualify for SAGHH will be eligible to address needs such as: weatherization, water conservation, mold, pest management, and safety.

If you have questions or need additional information, please call Veronica Guevara at (210) 477-6110.

Sincerely,

Lourdes Castro Ramrez
Lourdes Castro Ramrez
President and CEO

Creating Dynamic Communities Where People Thrive

Letters of Support



Theo Avenue
Baptist Church

Efraim R. Diaz
Pastor

127 W. Theo
San Antonio, Texas 78214
(512) 532-0971

2 Chron. 7:14

If my people, who are called by my name, will humble themselves and pray and seek my face and turn from their wicked ways, then will I hear from heaven and will forgive their sins and will heal their land.

Letters of Support

January 23, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. Dugan:

This letter is to support the City's application to the US Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children tested in 2011, 229 had elevated blood lead levels. The City of San Antonio's Green and Healthy Homes Program (SAGHH) received its first Healthy Homes Production Grant in 2011 to compliment lead hazard control work by addressing other health and safety issues within the same home.

Theo Avenue Baptist Church helps serve the needs of low-income children and families residing in the immediate area by providing needed services. Theo Avenue Baptist Church is committed to participating in SAGHH by providing outreach and education to those families most susceptible to lead poisoning, and in need of other services in addition to lead. Potential clients will be referred to SAGHH for eligibility.

Should you have any questions, please feel free to contact me at (210) 734-2088.

Sincerely,

Efraim R. Diaz, Pastor
Theo Avenue Baptist Church



San Antonio Independent School District

1702 N. Alamo Street, Suite 307 • San Antonio, Texas 78215

Telephone (210) 554-2420 • Fax (210) 271-3330

Facilities Services

January 22, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

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Interim Superintendent

Dear Mr. Dugan:

This letter is to support the City's application to the US Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children tested in 2011, 229 were found to have elevated blood lead levels.

The City of San Antonio's Green and Healthy Homes (SAGHH), formerly known as the Lead Based Paint Hazard Control Program, has conducted lead hazard control work on over 870 homes in the past twelve years. In 2011, SAGHH received its first Healthy Homes Production Grant used to compliment lead hazard control work by addressing other health and safety issues within the same home.

The San Antonio Independent School District (SAISD) has over half of its elementary schools within the EC/EZ. SAISD helps serve the educational needs of low to moderate income children and families residing in the immediate area. SAISD is committed to participating in SAGHH by providing outreach and education to those families most susceptible to lead poisoning. SAISD allowed the SAGHH to come into the schools and educate families of lead hazards. With the last two HUD grants, over 80% of the SAGHH homes have fallen within the SAISD boundaries. SAISD will continue to refer potential clients to SAGHH for eligibility.

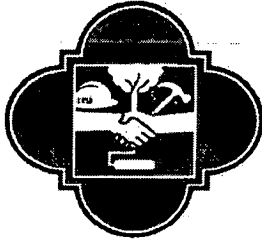
Should you have any questions, please feel free to contact Mr. Kamal ElHabr at (210) 554-2420.

Sincerely,


Kamal ElHabr, P.E.
Associate Superintendent for Facilities

San Antonio Independent School District does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

Letters of Support



CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT
P.O. BOX 839966 | SAN ANTONIO TEXAS 78283-3966



January 22, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. John M. Dugan:

The Development Services Department supports the City of San Antonio's application to the U.S. Department of Housing and Urban Development (HUD) for the Lead Hazard Reduction Demonstration Grant. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children tested in 2011 residing in Bexar County, there were a total of 229 children that had elevated blood lead levels.

For the past twelve years, the City of San Antonio has conducted lead hazard control work in over 870 homes. Last year, the SAGHH received its first Healthy Homes Production grant used to compliment lead hazard control work by addressing other health and safety issues within the same home. These services include water conservation, weatherization, pests, mold and fire safety.

The Code Enforcement Section enhances quality of life and makes a positive difference by ensuring a safe, healthy environment for all neighborhoods through education, partnerships, and enforcement. Code Enforcement Section will serve as a partner with the Department of Planning and Community Development in an effort to identify potential clients who will in turn be referred to SAGHH for eligibility.

If you have questions or need additional information, please give me a call at (210) 207-5850, or Michael Shannon, Assistant Director at (210) 207-5006.

Sincerely,

Roderick J. Sanchez, A.I.C.P., CBO
Director
Development Services



CITY OF SAN ANTONIO

P O BOX 839966

SAN ANTONIO, TEXAS 78283-3966

January 22, 2013

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

Dear Mr. Dugan:

This letter is in support of the City's application to the Department of Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in the children of Bexar County. Of the children tested in Bexar County in 2011, 229 children were found to have elevated blood lead levels.

The City of San Antonio's Green and Healthy Homes (SAGHH), formerly known as the Lead Based Paint Hazard Control Program, has conducted lead hazard control work in over 870 homes in the last twelve years. SAGHH was awarded their first Healthy Homes Production Grant that has complimented lead hazard control work by addressing other safety and health issues within the same home. SAGHH addresses lead hazards, water conservation, weatherization, pests, and fire safety.

The Head Start Program's mission is to help low income and other eligible children and families of San Antonio and Bexar County with high quality educational, mental health, disability, and other services through strong partnerships that promote success through school readiness and family strengthening. There are 102 Head Start Centers within the City of San Antonio. SAGHH has provided information on housing related health hazards at our parent meetings during the 2012- 2013 school year. SAGHH is also a member of the Head Start Health Advisory Committee. Head Start will continue to refer potential clients to SAGHH for eligibility.

Should you have any questions, please feel free to contact me at (210) 207-8134.

Sincerely,

Melody Woosley
Interim Director



SAINT DOMINIC CATHOLIC CHURCH

5919 Ingram Road
San Antonio, Texas 78228

Main Office (210) 435-6211
Fax (210) 435-1732
January 24, 2013

Religious Education (210) 435-9267
Email - stdominics@att.net

Mr. John M. Dugan, Director
Department of Planning and Community Development
City of San Antonio
1400 S Flores
San Antonio, Texas 78204

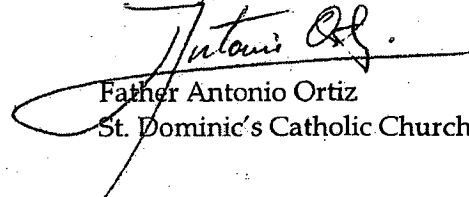
Dear Mr. Dugan:

This letter is to support the City's application to the US Housing and Urban Development for the Lead Hazard Reduction Demonstration Program. Lead poisoning continues to be a threat to the children of our community. Lead-based paint is the major source of lead poisoning in children of Bexar County. Of the children tested in 2011, 229 had elevated blood lead levels. The City of San Antonio's Green and Healthy Homes Program (SAGHH) received its first Healthy Homes Production Grant in 2011 to compliment lead hazard control work by addressing other health and safety issues within the same home.

St. Dominic's Catholic Church helps serve the needs of low-income children and families residing in the immediate area by providing needed services. St. Dominic's Catholic Church is committed to participating in SAGHH by providing outreach and education to those families most susceptible to lead poisoning, and in need of other services in addition to lead. Potential clients will be referred to SAGHH for eligibility.

Should you have any questions, please feel free to contact me at (210) 435-6211.

Sincerely,



Father Antonio Ortiz
St. Dominic's Catholic Church

City of San Antonio

Lead Hazard Reduction Demonstration Program

FACTOR 1: CAPACITY AND RELEVANT ORGANIZATIONAL EXPERIENCE:

San Antonio's Green & Healthy Homes (SAGHH) is housed within the City of San Antonio's Department of Planning and Community Development (DPCD). The SAGHH is a current grantee of the US Department of Housing and Urban Development's (HUD) Lead Hazard Reduction Demonstration (LHRD) Grant Program and Healthy Homes Production (HHP) Grant and recipient of two prior Lead-Based Paint Hazard Control grants and two Lead Hazard Reduction Demonstration Grant through the Office of Healthy Homes and Lead Hazard Control. The SAGHH is further supported by the City's HOME Investment Partnership (HOME) and Community Development Block Grant (CDBG) housing programs to help manage the respective lead hazard control activities.

Progress and Performance:

Currently, SAGHH is working on its third Lead Hazard Reduction Demonstration Grant (LHRD) grant awarded in 2011 and first Healthy Homes Production Grant awarded in 2011. Both grants expire in October 2014. Previous to this, the SAGHH had been awarded, two LHRD and two Lead-Based Paint Hazard Control Grants (LBPHC). A total of \$16,150,762 has been awarded through HUD's Office of Healthy Homes and Lead Hazard Control to date.

Grant	Status	Units Completed	Amount Awarded
2000 LBPHC	N/A	251	\$4,000,000
2004 LBPHC	Green	188	\$2,000,000
2007 LHRD	Green	259	\$4,000,000
2009 LHRD	Green	145	\$2,023,874

2011 LHRD*	Green	38	\$3,000,000
2011 HHP	Green	59	\$1,126,888
TOTAL		940	\$16,150,762

*The benchmarks for the current LHRD grant are as follows:

	<u>Benchmark</u>	<u>Actual*</u>
Units enrolled	76	120
Units tested	76	41
Units Completed and Cleared	41	38

*These numbers are for January 1, 2012 through December 31, 2012. This grant has remained in Green status each quarter.

Outcomes:

Aside from units tested, completed and cleared, other outcomes for the grant include:

	<u>Benchmark</u>	<u>Actual*</u>
LOCCS Drawdowns	\$300,000	\$455,347.86
Outreach/Education	55	36**
Skills Training	0	12

*These numbers are for January 1, 2012 through December 31, 2012. **Approximately 3,465 people reached.

Capacity Building Efforts:

Capacity building efforts remain on-going throughout the grant. Capacity to address outreach, education, skills training, intake, testing of units, completing and clearing units and managing administrative aspects of the grant have all increased in various ways in order to meet

and exceed desired benchmarks. During this grant, the following steps will be taken to increase each area:

Outreach/Education: The SAGHH has an MOU with FSA (a faith-based, non-profit organization, sub-grantee) for (*Promotoras*) to conduct outreach, education and assist with application intake in target neighborhoods. One more *Promotora* will be added so the team can be split in two and cover more areas and events.

Skills Training: Two trainers are currently under contract with the City to conduct all lead training. The SAGHH has also partnered with Workforce Solutions Alamo Business Services to help identify clients in need of training and then assist them with finding employment.

Testing of Units: SAGHH went out for a formal Request for Qualifications in order to renew contracts for State Certified Lead Firms and add asbestos and mold testing for healthy homes. Three firms were selected: one of which has worked with SAGHH for the last 12 years and two new firms came on board. One firm is a national environmental firm with 100 offices and 2500 skilled personnel. The other is a smaller firm with three offices in Texas. Between these three firms, staffing should be more than adequate to address any increase in testing that may be required.

Application Intake: Aside from the outreach personnel (*Promotoras*) assisting with application intake, the SAGHH has a Community Services Specialist (paid for through the LHRD and HHP grants) to process applications and manage the *Promotoras*. She also tracks the number of eligible applicants to ensure enough eligible applicants exist so that benchmarks are met for units tested and completed.

Completing and Clearing Units: State Certified Lead Abatement Contractors continue to hire more workers to meet demand.

Managing Units/Grant: In-kind support staff is in place to help meet the increase in demand for setting up units (environmental reviews, feasibility studies), monitoring lead hazard control in progress, and processing invoices.

By attaining assistance through other entities, it allows for SAGHH staff to concentrate on managing all aspects of the grant. Previously, SAGHH staff was conducting all outreach/education efforts.

Impediments:

The biggest challenge on the current grant was a change in agency to conduct blood tests. San Antonio Metropolitan Health District (SAMHD) had been testing children, under the age of six, assisted through the program at no cost. SAMHD is no longer able to test children, so a minor budget adjustment had to be made on the 2011 LHRD grant to pay UTHSCSA to take over this task. It took UTHSCSA months to get the MOU written and approved and the process set up. Children are finally ready to be tested by UTHSCSA. This change in process slowed down the application approval process but is now up and running. This time, the Notice of Funding Availability (NOFA) does not allow for the grantee to pay for testing of children so UTHSCSA is asking for State funds to pay for the blood tests. Referrals will continue to be made to UTHSCSA who will in turn send the client for testing at their local Head Start Center.

SAGHH used to have families test their children through their private physician. However, some physicians would not test the children if the child had been tested before, making it difficult to have recent results as required by the grant or families cannot afford to pay for the visit which may include other tests and physical exams.

Positive Impacts:

Positive impacts include:

- ❑ Increased Outreach and Education efforts conducted through area schools and local communities
- ❑ Increased referrals through collaborating partners. (CasaVerde – Weatherization alone recently referred 400 potential clients to SAGHH.)
- ❑ Helped increase the number of children tested by requiring families to have children tested prior to admitting them into the program. Once UTHSCSA begins testing children, SAGHH can ensure more children will be tested. UTHSCSA will go into the client's homes to test.
- ❑ Significantly contributed to the increase of lead contractor workforce through training and work. Workforce Solutions will assist in identifying people who need training and will help place them in jobs.
- ❑ Increased outreach to target population through the San Antonio Head Start Program which has resulted in an increase of referrals from Head Start families.

Collaboration:

With award of the Healthy Homes Production grant, collaboration with partners has become stronger since funds are available to implement the program. Homes that qualify for lead are also receiving healthy homes interventions such as: installation of smoke/carbon monoxide detectors (through the San Antonio Fire Department), weatherization (through CasaVerde), plumbing assistance (through San Antonio Water System), blood lead testing and education (through UTHSCSA), asthma identification and intervention (through UTHSCSA) and mold, asbestos and safety mitigation (through the HHP grant).

On November 14, 2012, SAGHH presented at the Annual Head Start Parent Conference where over 300 parents attended. As a result, many of the families that attended submitted applications for SAGHH. The SAGHH is now a member of the Head Start Health Advisory Committee. The SAGHH is continues to be a member of the Head Start Health Advisory Committee.

In addition to this collaboration, SAGHH is one of the sixteen pilot sites for the Green and Healthy Homes Initiative which incorporates a much broader list of (national) collaborating partners.

Key Personnel:

The following comprise the SAGHH staff and partners: (See **Attachments** for the *SAGHH Organizational Chart and Resumes of Key Personnel*).

Project Director: (0.25 Full Time Employee / FTE)

Name: Barbara Ankamah Degree/Licensure(s): B.S. English

Title: Neighborhood Renewal Manager Salary Requirement: \$76,854

(Salary funded through annual CDBG grant)

Relevant Experience:

Barbara has over 12 years of economic development experience in the following areas: workforce development, downtown development, incentives and business retention and expansion. In addition, Barbara managed the San Antonio Federal Empowerment Zone for 5 years, ensuring small businesses and residents were informed of the tax credits opportunities. Barbara also oversaw all outreach efforts for the Federal Empowerment Zone program and was responsible for quarterly reports, grant funded staff, compliance and the utilization of \$240 million in Empowerment Zone Bonds.

Current Professional Responsibilities:

Ms. Ankamah is currently the Neighborhood Renewal Manager for the Housing Division and manages the Green and Healthy Homes Program, Homeownership Incentive Program, Owner-Occupied Rehabilitation Program, Loan Servicing and Multi-Family Rehabilitation Program. Ms. Ankamah is responsible for ensuring performance measures are met for each program and that CDBG and HOME funds are completely expended for the programs. In addition, Ms. Ankamah ensures that all projects adhere to the policies and procedures established by the department and adhere to HUD guidelines.

Ms. Ankamah will be responsible for overall direction of this project including tracking deliverables for applicable grants, compliance of contracts/Memorandums of Understanding (MOUs), finances, preparing drawdown information for the Finance Department to submit to HUD, and preparing and adjusting grant budgets. Ms. Ankamah is currently the PD (Project Director) on the 2011 Healthy Homes Production (HHP) grant. Once the HHP has ended (October 2014), Ms. Esquivel will take over as the PD on the grant and Ms. Ankamah will continue to provide support to program in her Division Manager capacity. (See **Attachments Staffing of Concurrent Grants** for staffing details). The in-kind provided for Ms. Ankamah will remain the same over the 36 months as she will continue to oversee all programs and grants.

Day-to-Day Program Manager: (0.75 Full Time Employee / FTE)

Name: Brian Pennartz

Degree/Licensure(s): Certified Risk Assessor

Title: Construction Specialist I

Salary Requirement: \$33,421

(Salary funded through annual CDBG grant)

Relevant Experience:

Mr. Pennartz has fifteen (15) years of experience in environmental and safety and eight (8) years experience with lead hazard control work. He is knowledgeable of the state and federal regulations as they apply to environmental health issues. Mr. Pennartz worked 10 years in the environmental safety and consulting field before coming to the city and working with the Office of Healthy Homes and Lead Hazard Control grants for 5 years. During his time in the environmental consulting field, he gained a wide range of knowledge to include environmental safety, rehabilitation construction, environmental and regulatory compliance, and cost estimating.

Current Professional Responsibilities:

Mr. Pennartz responsibilities have increased over the past year to better prepare as Program Manager as SAGHH applies for lead and healthy homes grants. He served as the Program Manager for the 2009 Lead Hazard Control Grant and managed workflow for staff, consultants, and contractors; ensured benchmarks were met quarterly and identified any impediments to meeting the requirements when necessary. Also, he performs home safety assessments for the Green and Healthy Homes grant and coordinates work with the homeowners and contractors, assists the Owner-Occupied Rehabilitation Program and Community Housing Development Organizations (CHDOs) with the lead hazard control portion of their scope of work, assigns projects to the state certified contractors, and coordinates lead testing with the homeowners. He also reviews all lead hazard control activity reports, ensures that the homeowner clearly understands all tests, and conducts environmental reviews for all lead projects. Mr. Pennartz ensures that all reports are done in accordance with HUD, Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA)

regulations and are completed on time. Timesheets will be submitted quarterly documenting the PM's time commitment.

Eligible Match Source	Eligible Match Use	Match Amount Committed
CDBG	In-Kind (salaries, fringe benefits)	\$248,354.60
CDBG	Direct Lead Hazard Control Interventions	\$510,000.00

Other Key Personnel:

Guillermo Perez (1.0 FTE)* is a Construction Specialist I currently funded through the 2011 LHRD. Mr. Perez has recently joined the City of San Antonio and has an Associate's in Construction Management with experience in the environmental field as an Asbestos Project Manager. Mr. Perez is working on his Lead Risk Assessor certification. Once state certified, Mr. Perez' primary responsibility will be to assign projects to our state certified contractors, review lead hazard control costs and coordinate the lead hazard control work with the homeowner. He will oversee historical reviews, environmental reviews, project bidding, temporary relocation activities, and ensure all lead hazard control work is conducted in accordance with HUD, EPA and OSHA regulations and is completed on time and within the allowable budget.

Cynthia Saldivar (1.0 FTE)* is the Community Services Specialist currently funded through the 2011 LHRD and 2011 HHP grants. Ms. Saldivar holds a B.A. in Psychology, Masters in Social Work and has 12 years experience working with low income families. Ms. Saldivar will coordinate outreach, education and training activities, supervise the *Promotoras*, a group of

target area residents hired to conduct community level outreach, and qualify clients into the SAGHH.

Myrna R. Esquivel, MS (1.0 FTE) twenty (20) years of experience working in the environmental field. She is knowledgeable of the state and federal regulations as they apply to environmental health issues. She has fifteen (15) years experience working with lead hazard control activities and of those, ten (10) years writing, implementing and managing grants, including financial oversight and management, for the SAGHH. (See **Attachments, Grant Summary Table** for a complete listing of grants.)

Mrs. Esquivel is currently the PM on the 2011 HHP grant and PD on the 2011 LHRD grant. Once those grants have ended (October 2014), Ms. Esquivel will take over as the PD on the grant and the listed PD (Ms. Barbara Ankamah) will continue to provide support to program in her Division Manager capacity. The in-kind provided for Ms. Ankamah will remain the same over the 36 months. Mrs. Esquivel will then be responsible for overall direction of this project including tracking deliverables for applicable grants, compliance of contracts/Memorandums of Understanding (MOUs), finances, preparing drawdown information for the Finance Department to submit to HUD, and preparing and adjusting grant budgets.

Willie Villarreal (1.0 FTE) has over thirty (30) years of experience in building construction/rehabilitation, building maintenance, building assessments/inspections and over fourteen (14) years experience in the environmental field to include lead-based paint, asbestos, mold, health and safety. Mr. Villarreal also provides assistance with the 2011 HHP Grant, the 2011 LHRD grant, the Owner-Occupied Rehabilitation Program, and the CHDOs. Mr. Villarreal's responsibility includes assigning cases to the state certified contractors, and coordinates lead testing with the homeowners. He also reviews all lead hazard control activity

reports, ensures that the homeowner clearly understands all tests, and conducts environmental reviews for all lead projects. Mr. Villarreal ensures that all reports are done in accordance with all applicable federal, state, and local regulations.

Sub-grantees:

The SAGHH has a sub-grantee to assist with outreach efforts: Family Service Association (FSA) (faith-based, 501(C) (3)). Grant funds will be used to pay outreach personnel (*Promotoras*) hired through FSA to conduct outreach, education and application intake in target neighborhoods. This partnership is currently in place in the form of Memorandums of Understanding (MOU). FSA has brought lead awareness to 6,000 homes and have assisted approximately 408 clients in filling out applications for the SAGHH. (See **Attachments** for a copy of the *MOU* and **Letters of Support** for *Letters of Support*).

Aside from the sub-grantee, the SAGHH works with four City departments (San Antonio Metropolitan Health District (SAMHD) - houses the Childhood Lead Poisoning Prevention Program (CLPPP), Code Enforcement - refers clients, San Antonio Fire Department (SAFD) - installs smoke/carbon monoxide detectors and Human Services - (Plumbers to People program), the San Antonio Housing Authority (SAHA), San Antonio Independent School District (SAISD), two faith-based organizations, Bexar County, San Antonio Water System (SAWS), City Public Service - CasaVerde Weatherization (CPS), three State Certified Lead Firms and six State Certified Lead Abatement Contractors. SAGHH staff coordinates all outreach and education efforts and oversees lead testing of homes and healthy homes activities provided by these sub-entities. Contracting this work out allows SAGHH staff time to ensure all work is done in strict accordance with grant guidelines and applicable regulatory agencies. (See **Letters of Support** for *Letters of Support*).

Program Administration:

The Program Director (PD) oversees compliance of contracts/MOUs and expenditures, prepares drawdown information for the Finance Department to submit to HUD, prepares and adjusts grant/project budgets and seeks program funding to compliment the existing grants. The PD will review all contracts and MOUs monthly to ensure sub-grantees and vendors comply with the terms and conditions. The Day-to-Day Program Manager oversees progress towards all quarterly deliverables, approves invoices, and manages staff workload. The Outreach Specialist manages the *Promotoras* (sub grantee) to ensure time is billed correctly and in accordance with the MOU. The Construction Specialists ensure contractors, consultants, and contributing partners meet local codes, ordinances, state rules and federal regulations as applicable to each individual activity. All approved work is paid directly to the vendor by the program on behalf of the client. The client receives all services in the form of a grant. Contracts are entered into the OneRoof database which helps track expiration dates of the contract and requirements such as insurance, permits and licenses. This data is tracked weekly by the Program Manager. (See *Attachments, Administration & Financial Management Flowchart*)

Critical Agencies:

SAMHD houses the San Antonio Childhood Lead Poisoning Prevention Program (SACLPPP) which refers parents of lead poisoned children ($\geq 10\mu\text{g/dL}$ Venous) to the SAGHH for remediation of their home. If SAMHD receives the Centers for Disease Control Healthy Homes and Lead Poisoning Grant, all children $\geq 10\mu\text{g/dL}$ Capillary or $\geq 5\mu\text{g/dL}$ Venous, living in pre-1978 housing will receive an application for SAGHH in the mail. SAMHD also gives providers SAGHH applications to give to their clients for referral.

Grassroots/Faith-Based Organizations:

The SAGHH works closely with Family Service Association (FSA), a Grassroots community-based nonprofit organization. FSA has been a sub grantee since 2008. The SAGHH trained three *Promotoras* to provide outreach and education to target areas. The *Promotoras* were stay at home moms who occasionally volunteered at FSA. They were later hired through FSA and the SAGHH pays FSA for time and materials to conduct outreach and education services. A fourth *Promotora* will be added on this grant to help increase outreach.

The SAGHH also works with one local church for outreach and education of the community. This church falls within an area of great need in the community. Activities include providing displays, brochures and applications to house at the church for members to collect and speaking at community meetings. The SAGHH will continue to work with grassroots/faith-based activities through the new grant.

Concurrent Grants:

The SAGHH will ensure that funds from the two Lead Hazard Reduction Grants are not co-mingled. The Project Director (PD) sets up project funds before the project begins and assigns specific grant numbers to ensure that units remain within their perspective grant and that funds are leveraged appropriately. The PD has over ten (10) years managing different funding programs. (See **Attachments**, *Grant Summary Table* for a complete listing of grants.) Staff paid directly through the first LHRD will continue to work with that program, until completed, while in-kind staff works on the newly awarded LHRD grant. Because in-kind staff is CDBG funded, which are eligible leveraging resources, co-mingling of funds cannot occur. The SAGHH does not use other funding source besides these two. Timesheets will be kept to show how time is broken up. HUD Form 96008 will be used to track grant benchmarks for each grant to ensure all

numbers are met in a timely manner. (See **Attachments** *Staffing of Concurrent Grants* and *Concurrent Grant Benchmarks* for further details.)

FACTOR 2: NEEDS / EXTENT OF THE PROBLEM:

San Antonio’s Green & Healthy Homes (SAGHH) will target Bexar County. According to the Texas Department of State Health Services, Bexar County has the 2nd highest incidence rate for elevated blood lead levels (EBLLs) in Texas. SAGHH used to target the (formerly) designated Empowerment Zone / Enterprise Community (EZ/EC); however data is no longer available for the original boundaries.

	TARGET AREA
Total Population	1,714,773
Population Under Age Six	130,078 (7.6%)
# and % Age <6 with EBLL	229 / 0.7%
%Population ≤ 80% AMI	37.7%
%Population ≤ 50% AMI	26.1%
Homes Built <1978	313,332 (46.6%)
Homes Built <1940	66,540 (9.9%)
##Rental/##Owner Occupied	226,887 (38.4%) / 363,477 (61.6%)
Unemployment Rate	4.6%
Medicaid Beneficiaries	179,972 (38.98%)
WIC Program/Head Start/ SNAP**	16,291 (2.8%) / 6,789 (0.4%) / 72,263 (17.7%)

The City of San Antonio’s Consolidation Plan references an American Community Survey from 2008 that identifies approximately 496,440 units with as many as 216,366 units

containing lead-based paint. The Plan also references information on blood lead levels for children under age six.

Blood Lead Levels Number of Children Under 6	
< 10 µg/dL	24,874
>=10 µg/dL	239
Total # Tested	25,113
Total # Children < 6	92,446

Preservation of older housing stock is a priority in San Antonio but presents challenges. This older housing stock is going to have the most issues, due to the age of the home. There are twenty seven (27) historic districts ten (10) of which are residential in San Antonio.

NOTE:** Data was collected from the 2010 Census, Childhood Lead Poisoning Prevention Program 2011, Bureau of Labor Statistics, Food Research and Action Center, and the City of San Antonio's 2010-2014 Consolidated Plan. *Collected by individuals not families.**

FACTOR 3: SOUNDNESS OF APPROACH

LEAD HAZARD CONTROL WORK PLAN STRATEGY:

San Antonio's Green & Healthy Homes (SAGHH) is a current grantee; therefore, program start up activities will be minimal and consist of the environmental review and Release of Funds approval. SAGHH Staff are already in place. Contractors, consultants and trainers are already under a multi year contract. The selection for state certified contractors, consultants and trainers were completed through a Request for Qualifications (RFQ). Sub-grantees are also under current Memorandums of Understanding (MOU) and partners will continue from the current grant. Changes in personnel, capacity and infrastructure are not expected. Below is a summary of specific time-phased performance measures for referring, testing and clearing units with the award of this grant:

ACTIVITY	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Units Enrolled	5	10	15	35	55	85	115	145	165	207			
Assessments Completed		5	10	15	35	55	85	115	145	165	207		
Units Completed			5	10	15	30	50	80	115	130	162	197	
LOCCS (%)		1	3	5	10	15	20	30	45	60	80	95	100
Outreach/Education	5	15	30	40	55	70	85	95	110	125	140	150	
Skills Training	0	0	0	0	0	0	0	0	5	10	15	21	

Q1 = Oct. – Dec

Q2 = Jan – Mar

Q3 = Apr – Jun

Q4 = Jul – Sep

Totals: Units Enrolled = 207, Assessment Completed = 207, Units Completed = 197, LOCCS Drawdowns = \$3,000,000, Outreach/Education = 150, Skills Training = 21

The schedule takes into consideration a lull in lead hazard control work due to the holiday and winter months. Unit production picks up during the spring and summer months. This allows for flexibility in the schedule and keeps the schedule realistic. The SAGHH manager will ensure the program meets desired project benchmarks by reviewing reports from OneRoof Management System (1998 Best Practices Award) that track enrollment, testing, and clearances, on a weekly basis, and outreach, education and draw downs monthly.

Outreach and Recruitment:

The SAGHH has many partners to assist with outreach, recruitment and enrollment. Among these are the City Public Service’s CasaVerde Weatherization Program (CPS), San Antonio Metropolitan Health District/Childhood Lead Poisoning Prevention Program (SAMHD/CLPPP), Family Service Association (FSA) (sub-grantee), Head Start and two faith-based organizations. The SAGHH has a Community Services Specialist on staff, funded through

the existing Lead Hazard Reduction Demonstration (LHRD) and Healthy Homes Production (HHP) grants, who manages all outreach and education activities and ensures enough eligible applicants exist to meet required benchmarks. The Community Services Specialist speaks both English and Spanish and ensures all materials handed to clients are in both. This grant anticipates conducting 150 community outreach and education events throughout the 36 month grant period. These organizations bring in 50 eligible applications per week, on average. The SAGHH also has a sub-grantee to assist with outreach efforts: Family Service Association (FSA) (faith-based, 501(C) (3)). Grant funds will be used to pay outreach personnel (*Promotoras*) hired through FSA to conduct outreach, education and application intake in target neighborhoods. This partnership is currently in place in the form of Memorandums of Understanding (MOU). FSA has brought lead awareness to 6,000 homes and have assisted approximately 408 clients in filling out applications for the SAGHH. The referral system is in place and will continue to bring in sufficient numbers of eligible applicants. (See **Letters of Support** – *Letters of Support*) The OneRoof database is used to track the status of the applications.

The SAGHH also works in conjunction with Department of Planning Community Development (DPCD's) Owner-Occupied Rehabilitation Program, Code Enforcement Department and Community Housing Development Organization (CHDO's). These programs work closely with the SAGHH to help distribute lead outreach materials to the community and aid in the referral process. In turn, the SAGHH refers its clients to these programs when further assistance is needed.

Due to the target area's strong Hispanic cultural background, all trainings, educational, and promotional materials will be produced in both English and Spanish with a focus on cultural needs and sensitivity when addressing this underserved population. The SAGHH has trainers

that are able to provide lead classes in both languages and make special accommodations for illiteracy. Approximately 150 outreach events will be scheduled which will reach approximately 1500 people.

Coordination of referrals from housing agencies, health or child care providers, other agencies:

The San Antonio Housing Authority (SAHA) and Bexar County's Section 8, Housing Choice Voucher program and Community Development Block Grant/HOME Investment Partnership (CDBG/HOME) funded housing programs will continue to refer clients to the SAGHH by providing the SAGHH with names and phone numbers of interested clients. Because the SAGHH also houses all lead funds for CDBG/HOME funded housing programs within the City, referrals are done internally. The weatherization program also helps refer clients into SAGHH and vice versa. SAGHH has one central application which pre-screens the applicant and helps determine which programs the clients are eligible for. Within the application is a consent form which allows SAGHH to share the information with other programs (such as weatherization) so the client does not need to fill another application. One application cuts down on time referring clients to programs and allows for the client to benefit from all appropriate programs at once.

Identification, Selection, Prioritization and Enrollment of Eligible Housing Units:

The SAMHD/CLPPP had been the primary source for outreach to the San Antonio community with regards to lead issues since the award of the first Lead Hazard Control grant in 2000. The SAGHH has increased outreach partners and works closely with Bexar County (letter), San Antonio Housing Authority (letter), Family Service Association, a grassroots community-based nonprofit organization (sub-grantee – MOU), San Antonio Independent

School District (letter), San Antonio Fire Department (letter), Human Services (letter), City Public Service's CasaVerde weatherization (letter), and two faith based organizations (letters).

Recruitment is monitored weekly by the Community Service Specialist (CSS) and monthly by the program manager. If recruitment falls low, measures, such as increasing outreach or changing outreach methods, will be implemented by the CSS. The CSS understands the need to have excess applicants to cover applications that may cancel or not qualify and ensures there is a continuous flow of applicants in order to meet the desired benchmarks. The SAGHH will conduct lead hazard control in 197 units county-wide. Of these units, approximately 139 (71%) will be owner-occupied, 40 (20%) will be rental single family, and 18 (9%) will be vacant.

Planned Approach:

All lead hazards will be addressed in vacant homes and in homes where the child has not tested positive for lead. This approach is proactive as opposed to reactive and helps protect the child from being exposed. This group is a lower priority when compared to homes where children reside and have tested positive for lead but nonetheless remain an important group of homes to address.

Compliance with HIPAA - Childhood Lead Poisoning Prevention Programs (CLPPP)

Referrals:

CLPPP referrals come through SAMHD. Referring and tracking children with elevated blood lead levels (EBLLs) for medical case management is facilitated through parental consent upon screening of the child, which is tracked by the CLPPP. This allows for the SAMHD/CLPPP and SAGHH to share names and addresses of those children tested in accordance with Health Insurance Portability and Accountability Act (HIPAA). Monthly

tracking reports are provided by the SAMHD/CLPPP to SAGHH and Department of State Health Services (DSHS). Provisions will be made to quickly address children with EBLs and ensure they are tested within six months of commencement of lead hazard control work.

Databases are available to authorized City personnel *only* and are password protected. The SAGHH will ensure that sensitive information not be published on web sites. Due to the nature of the information and HIPPA laws, all paper materials need to be disposed of properly as per City Retention Policy.

TECHNICAL APPROACH/LEAD HAZARD CONTROL INTERVENTION:

Sequencing:

Typically during the first quarter, the contract for the award of the grant is being signed, negotiations take place, and the Environmental Records Review takes place. Lead hazard control work begins, at the earliest, during the second quarter. Below is a condensed schedule showing how activities and outputs will be met during the grant period of performance.

<u>Quarter</u>	<u>Q1-Q2-Q3-Q4</u>	<u>Q5-Q6-Q7-Q8</u>	<u>Q9-Q10-Q11-Q12</u>
Unit Enrollment	5-5-5-20	20-30-30-30	20-42-0-0
Units Tested	0-5-5-5	20-20-30-30	30-20-42-0
Units Completed	0-0-5-5	5-15-20-30	35-15-32-35
Outreach/Education	5-10-15-10	15-15-15-10	15-15-15-10

The estimated timeframe from referral/intake to the start of lead hazard control work is two months and from lead hazard control work (3-4 weeks) to clearance is 24 hours. This timeframe includes income verification, title search, legal documents created and signed, testing of child, environmental reviews, clearance from the State Historical Preservation Office, risk

assessment/inspection, Occupant Protection Plan (OPP), review of proposals, lead hazard control work and clearances.

Emergency referrals (children with EBLs), will be placed at the top of the list. Risk Assessments/Inspections will be conducted within 24 hours of the client qualifying and the local historic office will be contacted to make a determination on historic significance of the home so the client does not have to wait the usual 30 days from the State Historic Preservation Office.

<u>Activity</u>	<u>Agency</u>	<u>Timeline</u>
Identification of Units	FSA, SAMHD, UTHSCSA, CPS	1 week
Intake/Enrollment	SAGHH	2 days
Financing	SAGHH	2-4 days
Blood Lead Testing	UTHSCSA	1 day
Risk Assessment/Inspection	Certified Lead Firms	2 weeks
Work Specifications	Certified Lead Firms	2 days
Bid Process	SAGHH	0 days
Relocation (temporary)	SAGHH	2-4 weeks
Lead Hazard Control Work	Certified Lead Contractors	1-4 weeks
Clearances	Certified Lead Firms/	24 hours
Unit Follow-Up	SAGHH	1 hour

Monitoring is conducted on a weekly basis by the Program Manager. Reports are extracted from OneRoof to determine benchmark status. SAGHH staff meets weekly on Mondays to discuss the progress of units and outreach and any impediments that may occur. Weekly monitoring allows for enough work to occur but is not too long a timeframe to identify

and resolve production impediments. Typically, by the time an issue is brought up in a weekly meeting, the Program Manager and Director have been made aware and the issue resolved.

Intake, Enrollment, Unit/Income Eligibility:

The SAGHH will conduct lead hazard control in 197 units county-wide. Of these units, approximately 139 (71%) will be owner-occupied, 40 (20%) will be rental single family, and 18 (9%) will be vacant. These units will be identified through referrals from the SAMHD/CLPPP, SAHA, Bexar County, FSA, SAFD, CPS, UTHSCSA and various outreach efforts for households with children under six years of age. Children who have elevated blood lead levels (EBLLs), defined as blood lead levels ≥ 10 $\mu\text{g/dL}$, will take priority.

In order for a client to qualify for assistance, the client must meet the following selection criteria: the family lives in a home (owner-occupied or rental) built prior to 1978 within the county, does not earn more than 80% of the median family income (MFI) set in HUD's 2013 income credit limits for San Antonio, property taxes must be up to date, the child must either reside or spend a minimum of six hours per week in the home and the child must be tested. Income, property tax information and blood lead levels (BLL) will be verified.

The SAGHH utilizes the following series of priorities to handle qualified referrals:

Priority A - Owner/tenant-occupied residential properties, EBLLs (≥ 10 $\mu\text{g/dL}$) (children reside/visit)

Priority B - Owner/tenant-occupied residential properties, BLL < 10 $\mu\text{g/dL}$ (children reside)

Priority C - Owner/tenant-occupied residential properties, BLL < 10 $\mu\text{g/dL}$ (children visit)

Priority D* - Owner/tenant-occupied residential properties, child not tested; house pregnant women with no other children at the time

Priority E*- Residential properties undergoing rehab, vacant but designated to house children < age six. *Priorities D and E remain important in order to stay proactive and prevent children from being exposed to lead hazards.

Clients are required to submit proof of income by providing copies of the last two pay stubs, social security, disability, child support or income tax returns for all members in the households receiving income. The Community Services Specialist then verifies income and ensures compliance with US Department of Housing and Urban Development (HUD) income limits by using an Income Verification Worksheet created in-house. The DPCD Loan servicing staff oversees all income verification sheets for quality control. The SAGHH funding mechanism for lead hazard control activities is in the form of a grant, to the homeowner, paid directly (via invoices) to all vendors such as state certified lead consultants, state certified lead abatement contractors performing the lead-based paint hazard reduction activities, and hotels. *At no time are direct funds given to a homeowner for lead hazard control activities.*

Terms and conditions apply to all properties in the form of a restrictive covenant contract for assistance outlining the compliance of the owner and all legal remedies for non-compliance. For rental property owners, the homeowner must continue to rent to low income families, preferably with children under age six and agree to be listed on the Housing Registry for the next five years. For owner-occupied property owners, the homeowner cannot sell the home for the next five years.

The dollar limit per project is \$28,200 (\$2,500 for relocation, \$2,200 for testing, clearances, reports and \$23,500 for lead hazard control work). This cost includes \$15,000 in CDBG funds as leverage on average per unit.

Eligible Match Source	Eligible Match Use	Match Amount Committed
CDBG	In-Kind (salaries, fringe benefits)	\$248,354.60
CDBG	Direct Lead Hazard Control Interventions	\$510,000.00

As the program moves further into target areas, the cost increases due to historical significance of the homes and having to repair components as opposed to replace. The SAGHH will address approximately 139 Owner Occupied homes, 40 rental properties and 18 vacant properties. The need to address more rental properties may increase as the grant addresses different parts of the target areas. However, the grant will not address multi-family homes with more than four units. Both the Program Director and Program Manager are responsible for overseeing the financial strategy of the program.

The administration of grants on behalf of the property owners is paid directly from DPCD to the State certified lead abatement contractors. The contractors do not receive payment for lead hazard control activities until clearances are achieved and clearances are not conducted until all work is completed in accordance to the cope of work. DPCD and the City's policies and procedures regulate the coordination and payment of the contractors performing the lead hazard control work. When projects exceed the budgeted grant amount, the option to the client is to convert the excess in the form of a no interest loan over 5 years. Financial assistance from the landlord is required when the project requires additional rehabilitation work that is not an eligible cost through the SAGHH or when the desired work exceeds the budget. If the landlord does not comply with the restrictive covenant or clients with loans do not pay, the case is turned over to the City's legal department for recapturing of funds. They will in turn issue a letter of demand,

notice of default, notice of intent to accelerate, and then a notice of acceleration to recapture funds. Thus far the recapturing of grant funds has not proven to be an issue in this program.

Blood Lead Testing Of Children:

If children have not been tested for lead before enrolling in the program, they will be referred to UTHSCSA for testing. UTHSCSA is currently seeking state funds to cover this expense. The SAGHH Community Services Specialist (CSS) is in charge of ensuring that children have been tested at the time of intake. If the child has not been tested through a private physician, the CSS will coordinate with UTHSCSA to schedule children for testing at their nearest Head Start Center where UTHSCSA will make testing available (by appointment).

Elevated Blood Lead Levels

The SAMHD/CLPPP receives test results for all elevated children. The nursing case manager follows each case to ensure that follow-up tests with their physicians are conducted as well as environmental investigations and referral as necessary. Confidentiality is maintained by only referring those patients into the SAGHH in which the parent has provided written permission to the SAMHD/SACLPPP.

Paint Inspection/Risk Assessment:

The SAGHH will perform a Combination Risk Assessment/Comprehensive Lead Inspection on each privately owned residential property, which qualifies for the program, in strict accordance with Federal regulations. The risk assessments and inspections are performed during the same visit to the home. The testing method requires each component type in each room to be tested (i.e. one door, window, wall, and baseboard). This method is repeated per room. Wipe samples of the floors and window sills along with soil samples are also taken as part of the inspection. A copy of the final report is hand delivered by SAGHH staff to the homeowner so

SAGHH staff may explain and answer any questions onsite regarding the report. Homeowners are required to sign a receipt for all reports given to them.

Activity	Schedule	Cost
RA/Inspection	Conducted within 1 week upon request of SAGHH staff; for EBLLs, conducted within 48 hours of assignment	\$1,000
Occupant Protection Plan (OPP)	Ordered after SAGHH staff and contractor conduct walk-thru (within 1 week after receipt of RA/Inspection)	\$325
Clearance	Within 24 hours of Lead Hazard Control (LHC) work completed. (LHC work takes between 2-3 weeks.)	\$875

Lead Hazard Control Work Specifications:

A master specification has been created and implemented in order to create a standard method of addressing lead hazards. The Construction Specialist coordinates with the Lead Firm to create a site specific OPP that describes the method in which lead hazards are to be addressed. The OPP is reviewed by the Construction Specialist who uses the Fixed Unit Cost List to prepare a property estimate to ensure maximum cost effectiveness, without compromising the safety of the home. The combination Master Spec and OPP now become the work specifications for the job. Management of the project is handled by the Program Specialist to ensure that the specifications outlined in the contract are followed by the contractor and consultant and all work complies with state and federal regulations.

The SAGHH works with three State Certified Lead Firms and six State Certified Lead Abatement Contractors, currently under contract. Lead firms and contractors are placed on an

On-Call list and projects are awarded to the next available. Because procurement was completed beforehand through a formal Request for Qualifications, the lead firms and contractors can begin work as soon as projects become available. Also, both lead firms and contractors work off a Fixed Unit Cost List (see **Attachments**) so cost negotiations are not a delay. Cost-effectiveness of the program has been ensured through proper procurement procedures and by establishing costs up front. Lead firms, contractors and trainers work off a Fixed Unit Cost List which is a menu list of activities typically conducted for the SAGHH. Costs are based off current market value. Much like the rotation of contractors and lead firms, units are assigned by the Program Manager to the next available specialist as the applications are approved in order. A case with an EBLL would move to the top of the list and be assigned to the next available specialist.

Lead Hazard Control Interventions:

Lead hazard control activities will focus primarily on a combination of cost-effective, yet appropriate, abatement and interim controls for all 197 single-family housing units. All lead hazards are addressed to include chipping/peeling paint, friction/impact surfaces, chewable surfaces, high dust wipes and soils. The typical scope of work includes: replacement of windows and exterior doors (due to their poor condition), removal of paint on friction/impact surfaces on interior doors/cabinets/baseboards, paint removal on chewable surfaces such as window sills and paint stabilization on the exterior and interior walls (average cost \$17,000). This scope changes if the property is deemed historical, in which components are not replaced but restored (average cost \$23,000). Full abatement of housing units is implemented only when a few building components are found to contain lead and full abatement is cost effective. (See **Attachment** for *Sample Pictures* of projects). All work is performed by contractors which hold

both Texas Department of State Health Services Lead Abatement certifications and EPA's Renovation, Repair & Painting Program (RRP) certification.

SAGHH staff inspects all lead hazard control work weekly to ensure the specifications, OPP, and local, State and federal regulations are met. The lead firms also inspect the job sites weekly and the state representative visits each job site at start up. Each inspector looks for different items on the job site but as a whole provide a comprehensive approach.

Coordination:

The SAGHH works closely with DPCD's Owner-Occupied Rehabilitation Program and Community Housing Development Organizations (CHDO's) by managing all lead funds (CDBG/HOME) used to address lead hazards within the programs. Whenever clients qualify for both the SAGHH and the Owner-Occupied Rehab/CHDO programs simultaneously, funds are leveraged to reduce unit costs for each program.

The City had been awarded funds through the Stimulus package to create a weatherization program. The Office of Sustainability took the lead and partnered with City Public Service (CPS) (local Utility Company) to address approximately 1400 homes over 2 years. CPS is now in the second phase of its weatherization program and is using its own private funds to fund the program. SAGHH and Weatherization refer clients to each other. Once a home becomes lead safe and healthy, it goes over to CPS for the "green" (weatherization). Also, if CPS has a home that qualifies for weatherization, they will refer the home to SAGHH for lead hazard control work and healthy homes mitigation. As one of the selected sixteen sites for the Green and Healthy Homes Initiative (GHHI), coordination among agencies is easier with assistance from HUD and the Coalition to End Childhood Lead Poisoning (which heads GHHI).

Relocation:

The SAGHH relocates eligible families when lead hazard control work is extensive throughout the inside of the house and may compromise the safety of the occupants. Clients are placed in an affordable hotel (with kitchenette) that is deemed lead safe (built after 1978) and paid for by the SAGHH. Whenever interior lead hazard control work is extensive and the house needs to be vacant, the client is provided an on-site storage container to store their belongings. If a storage container cannot be placed on site, a mover will be hired to move all boxed items to a storage container at the container site. Stipends and incentives are not given to the client since, the hotel and storage container are paid directly from the SAGHH to the vendor. For cases in which minimal lead hazard control work is to be performed, the families may not be relocated, but controls will be put into place to ensure the safety of the residents such as: measures to keep occupants out of the work area (safety tape, mini-containments) and cleaning the area at the end of the work day. All relocation is paid for through both CDBG and HUD Office of Healthy Homes and Lead Hazard Control funds. Right of return does not apply since the SAGHH will only address single family homes.

Occupant Protection Measures:

If relocation is not necessary, measure will be taken to ensure the occupants safety such as the use of mini containments and criticals for the area to be addressed, taping off the work area, having the family close windows and turn off window units when addressing the exterior of the home, having the family enter and exit the home from the opposite side of where lead hazard control work is to be done, covering furniture and cleaning up the jobsite at the end of the day.

Clearance Examinations:

Once the contractor has completed all lead hazard control work on the home and SAGHH staff has signed off agreeing the work is completed as per the specifications, the contractor calls the assigned lead firm for the project to conduct clearances. Contractors are to give the lead firm 24 hours notice and schedule clearances to be conducted immediately after the lead hazard control work is complete. The lead firm then takes the appropriate wipes and soil samples of the perimeter of the house AND any topsoil to be replaced (if applicable). Samples are sent to the lab and results are available the next day (usually) by 3:00 pm. Lab results are then e-mailed to SAGHH staff and SAGHH staff can call the contractor to leave the site and have the family move back in. If clearances fail, the contractor pays for all failed samples and lead firms time needed to pass the clearance. If the delay causes a hotel extension, the contractor incurs the additional cost.

Post-Lead Hazard Control:

Although all lead hazard control work is grant funded to the client, the investment needs to be protected. A covenant will be filed at the court house for each granted unit stating that the use of the property cannot be modified, the unit must continue to meet local codes, all lead hazard control work conducted must be kept intact and the property may not be sold for a specific time period (usually 5 years). SAGHH staff will conduct annual site visits to ensure this covenant is met.

Lead-Safe Housing Registry:

Whenever possible, the SAGHH staff will match lead safe rental units with low income families with children less than six years of age through use of the Lead Safe Housing Registry. This registry will enable eligible families who either live in substandard housing or who live in

rental properties where the property owner does not want to address the lead hazards to be matched to vacant lead-safe affordable units. To date, few units are on the Lead Safe Registry. The only units that can be placed on the registry are the rental properties addressed through the program and typically, the tenants tend to stay over periods of years. SAGHH does not address multi-family units with more than four units, which is a more ideal candidate for the registry.

Program Administration and Financial Management:

SAGHH staff is already in place and has years of experience in working with current and previous lead grants. Below is a summary of the SAGHH staff and their duties.

Name	Title	Degree/Licensure(s)	Duties
Barbara Ankamah	Project Director	B.S. English	Provides overall direction of the grant, grant and contract management, manages finances
Brian Pennartz (6 years with SAGHH)	Day-to-Day Program Manager	Certified Risk Assessor	Day-to-Day program operations, reporting, manages finances
Myrna R. Esquivel* (13 years with SAGHH/11 years as manager)	Project Director*	M.S.- Environmental Science, Certified Risk Assessor	Provides overall direction of the grant, seeks additional funding through grant applications, grant and contract management, manages finances
Willie Villarreal (13 years with	Day-to-Day	Certified Risk Assessor	Conducts environmental reviews, reviews Risk Assessments, family

SAGHH)	Program Manager		relocation, lead hazard control work for compliance
Guillermo Perez (Newly hired with SAGHH)	Constructi on Specialist I	Certified Risk Assessor / Abatement Supervisor	Conducts environmental reviews, reviews Risk Assessments, family relocation, lead hazard control work for compliance
Cynthia Saldivar (4 years with SAGHH)	Communit y Services Specialist	MSW – Social Work, 8-hour Lead Safe Work Practices	Oversees outreach efforts, schedules training, processes applications, verifies income

*Will take over as PD during the 6th Quarter (October 2014) when the 2011 LHRD and HHP grants have ended.

Both the Day-to-Day Program Manager (PM) and the City's Administrative Services Department (ASD) monitor contract administration. The City Attorney's office creates the contracts, whereas ASD reviews contracts upon initial award, at time of expiration and may conduct audits to ensure compliance by both recipient and SAGHH. This system of checks and balances ensures compliance to the terms, conditions and specifications of the contracts. The PM has systems in place to alert the PM if a requirement is expired or missing on a contract such as insurance requirements or budget items.

Healthy Homes Interventions:

The SAGHH has one application which helps pre-determine which services (aside from lead-based paint) the client qualifies for. Families may qualify for the following services: lead-based paint, weatherization, smoke/carbon monoxide detector installation, and plumbing assistance, mold, asbestos and healthy homes mitigation. As one of the eighteen pilot sites for

the Green and Healthy Homes Initiative, one of the benefits is receiving assistance through the Coalition to seek money to fund other needed services.

ECONOMIC OPPORTUNITY:

Section 3 Requirement:

The SAGHH will identify individuals to receive lead training who work in housing related trades, such as painters, remodelers, maintenance personnel, rehabilitation specialists, through outreach efforts and lead abatement contractor hires. Classes in both Lead Safe Work Practices and state certification courses will be offered and taught by the two state accredited trainers under contract with the City. Approximately 148 individuals will be trained. Of these, approximately 10 will be for refresher classes, 6 for continued education and 5 for individuals to be hired. Although few jobs are created, the majority of the training goes to retain jobs. This is due to the large number of certified lead-based paint employees in San Antonio.

Most individuals enrolled in state certification courses are employed through the six lead abatement contractors currently under contract with the City. The City now has a Section 3 certification process. All six contractors are Section 3 certified businesses. Section 3 residents and businesses will be targeted with the help of the Section 3 Business Program administered through Grants Monitoring & Administration and local colleges such as those within the Alamo Community College District.

LEAD HAZARD CONTROL OUTREACH:

Collaborative Agreements/Arrangements:

The SAMHD/CLPPP had been the primary source for outreach to the San Antonio community with regards to lead issues since the award of the first Lead Hazard Control grant in 2000. The SAGHH has increased outreach partners and works closely with Bexar County

(letter), San Antonio Housing Authority (letter), Family Service Association, a grassroots community-based nonprofit organization (sub-grantee – MOU), San Antonio Independent School District (letter), San Antonio Fire Department (letter), Human Services (letter), City Public Service's CasaVerde weatherization (letter), and two faith based organizations (letters).

The SAGHH also works in conjunction with DPCD's Owner-Occupied Rehabilitation Program, Code Compliance and Community Housing Development Organization (CHDO's). These programs work closely with the SAGHH to help distribute lead outreach materials to the community and aid in the referral process. In turn, the SAGHH refers its clients to these programs when further assistance is needed.

Outreach Activities and Outcomes:

The SAGHH utilizes opportunity-to-learn approaches when presenting to Parent Teacher Association (PTA) groups, conferences, and local groups of interest. The presentation is in the form of a video as well as a PowerPoint which discusses: sources of lead, testing of children, lead poisoning prevention, program requirements, and pictures of lead hazard control work typically performed. The expected outcome is that families learn to identify sources of lead, identify hazards, and learn ways to stay safe around lead.

Due to the target area's strong Hispanic cultural background, all trainings, educational, and promotional materials will be produced in both English and Spanish with a focus on cultural needs and sensitivity when addressing this underserved population. The SAGHH has trainers that are able to provide lead classes in both languages and make special accommodations for illiteracy. Approximately 150 education and outreach events will be scheduled which will reach approximately 1500 people.

Affirmatively Furthering Fair Housing:

“In the City’s Consolidated Plan the City certifies that it will continue to implement necessary actions to further fair housing opportunities. The City’s Fair Housing Program is responsible for the enforcement of City and Federal Fair Housing Laws. The program assists area citizens in need of information regarding their Housing Rights and in the resolution of housing related discrimination complaints. Fair Housing staff investigates and mediates tenant-landlord complaints, monitors housing discrimination practices, and encourages voluntary compliance to City, State, and Federal Fair Housing laws through education and outreach activities. Its focus is on education and providing outreach services to the community by availing them of the protections under the fair housing laws.” SAGHH will work closely with the City’s Fair Housing Program to ensure compliance.

Whenever possible, the SAGHH staff will match lead safe rental units with low income families with children less than six years of age through use of the Lead Safe Housing Registry. The Lead-Safe Housing Registry will help avoid discrimination against families with young children by providing housing alternatives. The family will have the opportunity to select from existing lead safe housing.

Data Collection and other Program Support Activities:

The SAGHH will collect data throughout the life of the grant to further quantify lead-based paint issues and childhood lead poisoning. Analysis of this data will be essential in establishing the needed resources to continue lead hazard control when all federal funds have been expended. All HUD required data will be collected under this task. Data regarding poisoned children and contaminated dwellings will be collected by both SAGHH and the SAMHD/CLPPP. The SAGHH will compile information from the reports and extract elements,

which will be included in the SAGHH database. Some of the indicators to be measured include: the number of Risk Assessment/Inspections conducted, the number of owner-occupied units cleared, the number of rental-occupied units cleared, the number of vacant units cleared, the number of vacant units placed and assigned by the Lead-Safe Housing Registry, child blood lead levels, income, the time taken to clear a unit, and cost per unit.

The data collected through the activities performed in this grant and any existing or additional data collected on this subject will be managed, preserved and maintained by the SAGHH. Aggregate data will be made available to HUD or any other organization performing studies or evaluations on the hazards of lead. The SAGHH will provide progress reports to be submitted to HUD in accordance with provisions set forth in the Notice of Funding Availability (NOFA). The proposed plan for meeting reporting requirements includes ongoing evaluation of SAGHH grant components. Such evaluation will allow for examination of the achievement of objectives and for redirection of effort, as needed.

Databases are available to authorized City personnel *only* and are password protected. The SAGHH will ensure that sensitive information not be published on web sites. Due to the nature of the information and HIPPA laws, all paper materials need to be disposed of properly as per City Retention Policy.

Budget Proposal:

The *Grant Application Detailed Budget Worksheet Form HUD-424-CBW* (see **HUD Forms**) describes a detailed proposed budget of \$3,000,000 for the grant. The budget narrative includes administrative, direct, indirect, and other direct costs and can be found in **Other Materials Budget Narrative**. The proposed budget also includes Family Service Association as a sub-grantee (\$82,000/2 years) and shows matching funds of \$758,354.60 (25%).

Implementing HUD's Strategic Framework:

Improving Quality of Life:

SAGHH has integrated services from various agencies to address multiple housing-related hazards identified during a comprehensive home assessment such as lead (2011 LHRD grant), weatherization (City Public Service's CasaVerde), lead testing (UTHSCSA), asthma intervention (UTHSCSA), smoke/carbon monoxide detectors (San Antonio Fire Department), rehabilitation (DPCD's Owner-Occupied Rehabilitation Program/CHDO's – non-profits), water conservation (San Antonio Water System), mold (HHP grant), asbestos (HHP grant), allergens and other health and safety concerns (HHP grant). The HHP grant funds are available until 10/2014 which can address healthy homes issues in 128 homes off this grant. SAGHH will re-apply for funding so all 197 units completed for this grant can benefit from the complete list of services. All construction staff is trained in the Healthy Homes Rating System Assessment (HHRS) and Housing Quality Standards (HQS) and use the HHRS spreadsheet for assessing and ranking hazards. Along with this, staff uses GHHI's Comprehensive Environmental Health and Housing Assessment (CEHHA) which is entered into the ETO Online database. This system assesses hazards and lets GHHI know the type of work completed for units in San Antonio, much like HUD's Quarterly Progress Reporting System (QPRS).

Sustainability:

SAGHH is the point of contact which streamlines services through one application which determines which service(s) clients qualify for. The client signs a release of information so the client information can be shared among agencies and the client does not have to fill out more applications for additional services. HIPAA information is not shared (i.e., child's lead level) with other agencies for the above mentioned services. It is not pertinent to those programs. The

partner programs also refer clients to SAGHH for application intake. At this time, the partner agencies are not using SAGHH's application. Assessments are conducted by staff using HUD's HHRS and GHHI's CEHHA. Hazards are ranked and addressed in accordance to severity funding. Occupants play a big role on determining severity, in accordance with the ranking systems. For example, lead may not be rated high is a child under six does not visit or reside in the home. Once the hazards have been identified and ranked, a scope of work is created for work to be conducted through the HHP. Remaining work that will be addressed by a partner agency will then be referred to the partner agency for scheduling.

FACTOR 4: ACHIEVING RESULTS AND PROGRAM EVALUATION:

Description of Program Activities:

Program activities are described below for all benchmarks required within the grant.

ACTIVITY	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Units Enrolled	5	10	15	35	55	85	115	145	165	207			
Assessments Completed		5	10	15	35	55	85	115	145	165	207		
Units Completed			5	10	15	30	50	80	115	130	162	197	
LOCCS (%)		1	3	5	10	15	20	30	45	60	80	95	100
Outreach/Education	5	15	30	40	55	70	85	95	110	125	140	150	
Skills Training	0	0	0	0	0	0	0	0	5	10	15	21	

Q1 = Oct – Dec Q2 = Jan – Mar Q3 = Apr – Jun Q4 = Jul – Sep

Totals: Units Enrolled = 207, Assessment Completed = 207, Units Completed = 197, LOCCS

Drawdowns = \$3,000,000, Outreach/Education = 150, Skills Training = 21

San Antonio's Green & Healthy Homes (SAGHH) is monitored by a day-to-day Program Manager and supervised weekly by a Project Director. The monitoring and evaluation of the program is based on the quarterly analysis of the measurement reporting tools (indicators) and the SAGHH's defined timeline for achieving the output goals. The SAGHH staff monitors benchmarks on a weekly basis and meet weekly to review the status. If redirection of the program implementation is required, the SAGHH staff will address all possible resources and reallocate staff duties as needed. Any program redirection will be reported to U.S. Department of Housing and Urban Development (HUD). Staff will aspire to manage the program in a cost-effective and efficient manner, always seeking alternative processes and procedures to achieve efficiency and effectiveness, and redirect as needed based on solicited feedback.

SAGHH works with DPCD's Owner-Occupied Rehabilitation Program, Minor Repair Program, rehabilitation programs through local non-profits, Code Enforcement Department, San Antonio Fire Department and Weatherization (through City Public Service) to expand on the services currently provided to SAGHH clients. Referrals are made between agencies. The goal is for SAGHH to become the point of contact for local residents to potentially receive all services. SAGHH has created one application to pre-qualify clients and determine the services they qualify for (since each program has different qualifying criteria). SAGHH has also added San Antonio Water System as a partner which can help address plumbing issues. These partnerships help leverage funds and bring more services to clients. San Antonio is one of the Green and Healthy Homes Initiative pilot sites. As a pilot site, SAGHH is meeting with local lending partners to help fund portions of the green and healthy homes scope of work to include lead based paint. San Antonio has a wide selection of private and public lending partners to work with.

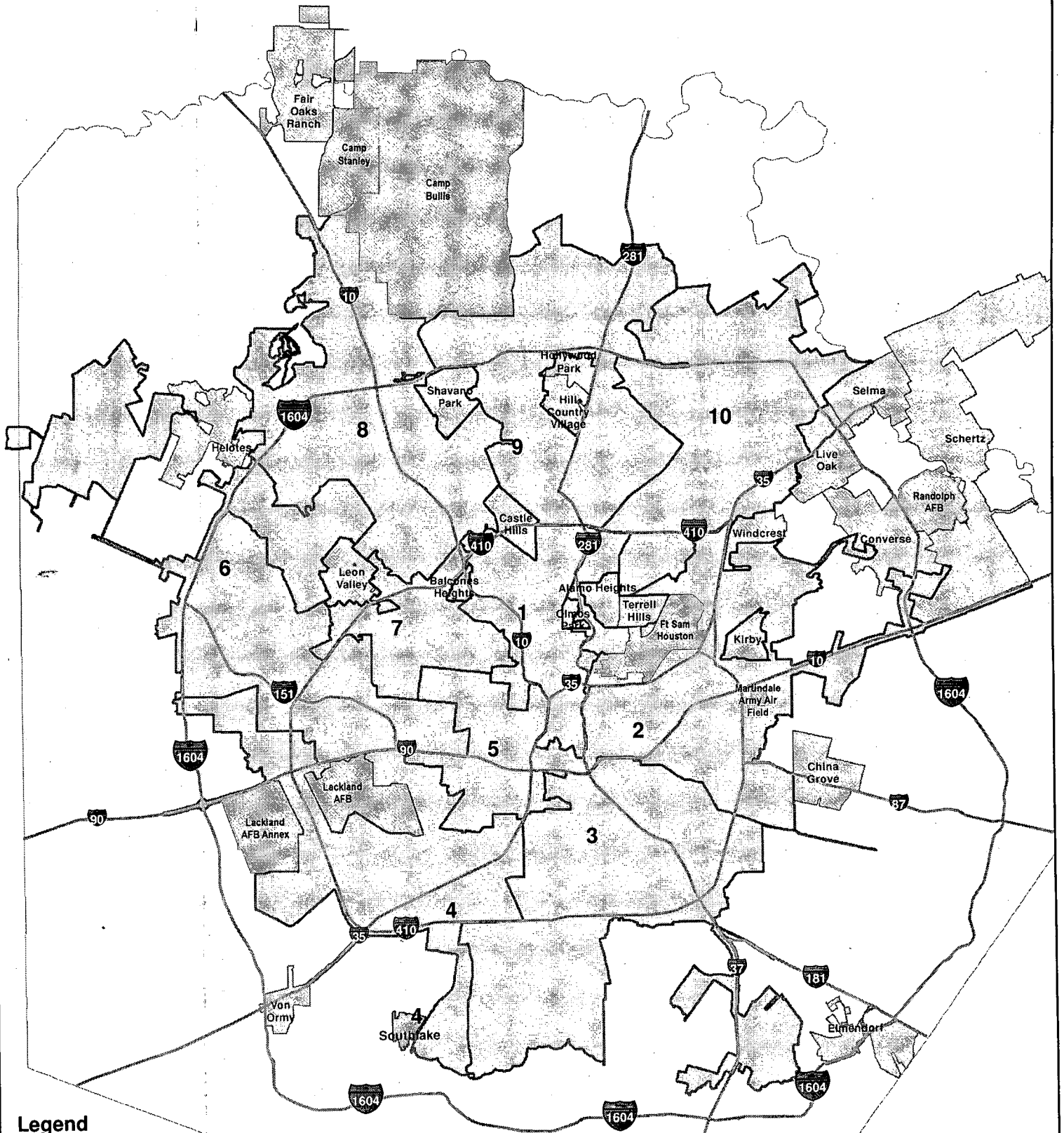
Items to be measured will be number of units enrolled, tested, cleared, number of people trained in lead, number of outreach/education events, the number of people reached, and the amount of dollars drawn down. These goals will be measured and tracked with the use of Form HUD-96008 and OneRoof Management System, a HUD Best Practices Award Winner. Although not required as part of the grant submittal, SAGHH will use Form HUD-96008 which allows the grantee to quickly check benchmarks quarterly and measure where they need to be. OneRoof maintains all client/household information, ensures intended beneficiaries are assisted, scope of work, project cost, and tracks funds spent and leveraged. This system pulls reports for given timeframes to monitor the status of the grant at any given point. These reports help track timeliness and cost effectiveness. Between the two reports, the SAGHH is able to manage the current status of the grant and foresee the direction the grant needs to take. Because SAGHH staff meets weekly and extracts these reports for the meeting, SAGHH staff can quickly identify any bottlenecks and make appropriate adjustments before there is an impact to performance. Good performance is the key to continual funding.

BONUS POINTS:






Preferred Sustainable Communities:

San Antonio is a Preferred Sustainable Community (see **HUD Forms** for HUD 2995 – Certification of Consistency with Sustainable Communities Planning and Implementation). San Antonio is also one of eighteen current Green and Healthy Homes Initiative (GHHI) pilot sites which instill the same values as the preferred sustainable communities. SAGHH will ensure that work completed with the grant incorporates green and healthy home practices by using appropriate methods and materials such as those that meet Energy Star ratings.

San Antonio City Limits



Legend

-  Council Districts
-  Military Bases
-  City Limit Towns
-  Limited Annexation: Southlake
-  Bexar County



City of San Antonio
Lead Hazard Reduction Demonstration Grant
Abstract

The City of San Antonio's Green and Healthy Homes (SAGHH) (formerly the Lead-Based Paint Hazard Control Program) is committed to providing quality lead hazard control services and maximizing outreach efforts within the San Antonio community. The SAGHH is implemented by the City's Department of Planning & Community Development (DPCD) whose mission is to strategically enhance the quality of life in San Antonio neighborhoods through the development and delivery of revitalization programs and services leveraged by dynamic partnerships. This proposed grant incorporates strong partnerships between the SAGHH, the San Antonio Metropolitan Health District (SAMHD), Family Service Association (faith-based, 501 (c)(3)), Bexar County, the San Antonio Housing Authority (SAHA), San Antonio Fire Department (SAFD), the University of Texas Health Science Center San Antonio (UTHSCSA), San Antonio Independent School District (SAISD), City Public Service's CasaVerde (weatherization) and various community faith-based and non-profit organizations. The City is requesting \$3,000,000 to augment the existing HUD Lead Hazard Reduction Demonstration (LHRD) grant which has completed 20% of the units proposed through the grant and has 74 in progress. This grant ends October 14, 2014.

The proposed Community Development Block Grant (CDBG) match totals \$758,354.60 for the 36-month grant period. The funds consist of programmatic matching funds for the SAGHH (\$510,000) and administrative in-kind (\$248,354.60). DPCD will continue to work with SAMHD and UTHSCSA to provide case referrals, follow-up activities, and outreach and education efforts to children suffering from Elevated Blood Lead Levels (EBLLs). During these economically troublesome times, the SAGHH has steadily increased the number of eligible applicants and has become a popular key element in revitalization to our communities. The SAGHH will continue to partner with Bexar County to expand its services outside of the city limits. As with the current grant, the SAGHH will be supported through other housing programs thereby leveraging additional lead funds available for these housing rehabilitation efforts.

The proposed SAGHH grant will conduct lead hazard control activities on 197 owner-occupied and tenant-occupied residential properties. Based on the average of 2.5 children per household, these 197 units are projected to provide lead safe affordable housing for 493 children. Units will be identified and referred from community partners and various faith-based community groups which assist in educating the community and providing 150 outreach for the program. The City has also established the San Antonio Lead Task Force, **LeadSafe San Antonio** which supports HUD's strategic goal to "*encourage partnerships between grassroots faith-based and other community-based organizations and HUD's traditional grantees*" with the ultimate goal of "*mitigating housing conditions that threaten health.*" The partners described in this application play a key role in the Task Force.

Maintaining the capacity within the organization, DPCD currently has six staff implementing the SAGHH, three state-certified environmental firms, six state-certified environmental contractors, two state certified trainers, three Promotoras (for outreach/education) and the SAMHD staff implementing the Center for Disease Control (CDC)-funded Childhood Lead Poisoning

Prevention Program (CLPPP). This staff complement is knowledgeable of HUD lead hazard control activities and has a track record in meeting performance measures required through similar grants. SAGHH has been awarded six (6) HUD Office of Healthy Homes and Lead Hazard Control grants in the past twelve years for a total of \$16,150,754.

SAGHH will provide services county-wide. According to the Texas Department of State Health Services, Bexar County has the 2nd highest incidence rate for elevated blood lead levels (EBLLs) in Texas. Last year, 229 children, under age six, within the county had elevated blood lead levels. The area is further defined with 37.7% of the households earning less than 80% of area median income and 26.1% being very low-income families (less than 50% of area median). Of the 672,307 housing units in the area, 313,332 (46.6%) were built prior to 1978 and 66,540 (9.9%) were built prior to 1940.

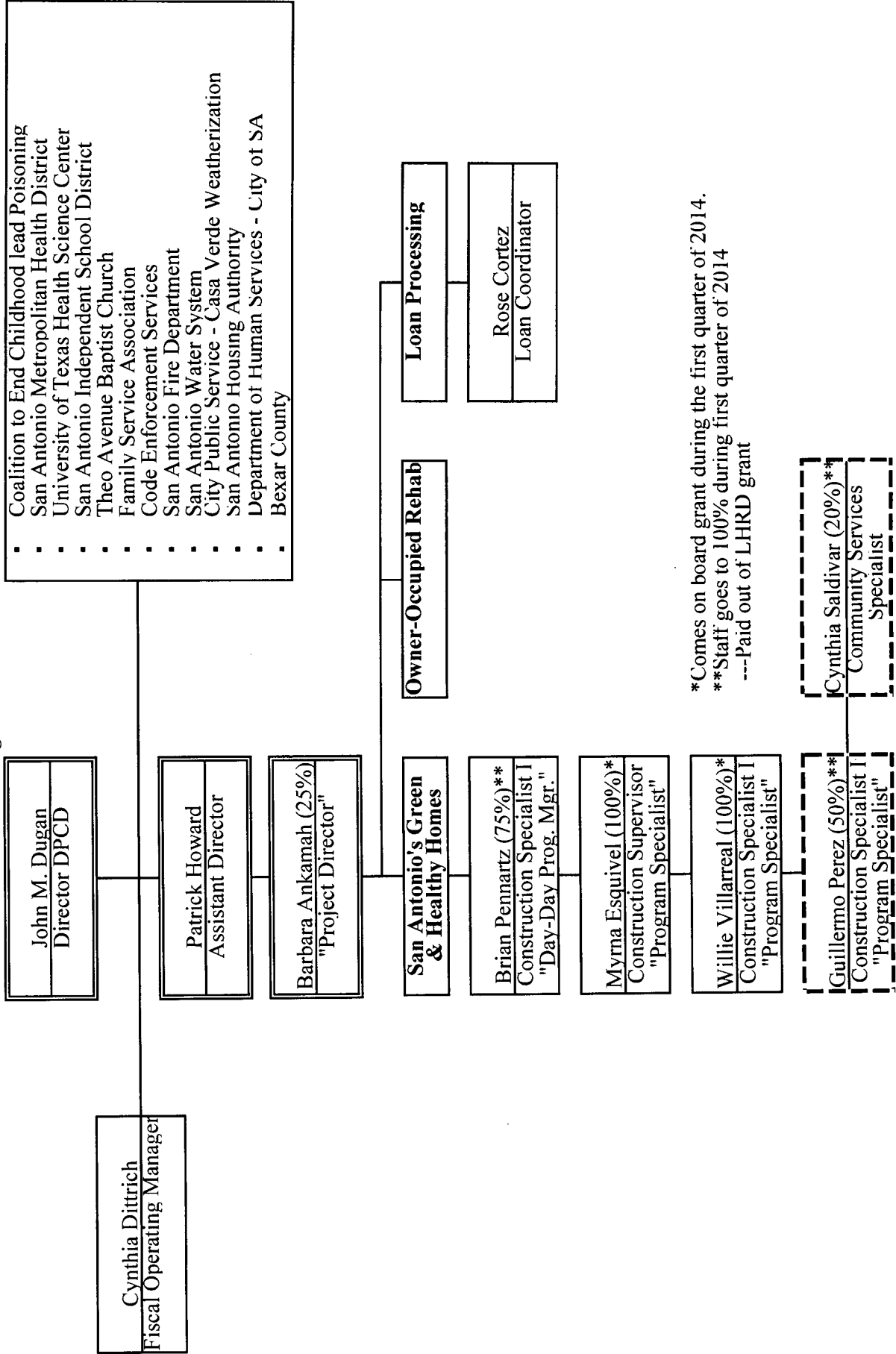
San Antonio is a Preferred Sustainable Community. San Antonio is also one of sixteen current Green and Healthy Homes Initiative (GHHI) sites which instill the same values as the preferred sustainable communities. SAGHH will ensure that work completed with the grant incorporates green and healthy home practices by using appropriate methods and materials such as those that meet Energy Star ratings.

The DPCD will utilize the existing processes and procedures for testing and treatment methods by the lead contractors. Lead contaminated and deteriorating building components on privately-owned residential properties will be replaced as necessary. Lead contaminated wood windows are replaced with Energy Star/"Low E" rated aluminum windows when there is no restriction by the local or state Historic Preservation Office. All lead hazard reduction activities performed by the grant will comply with Title X and any other relevant guidelines and statutes, including but not limited to the Texas Department of State Health Services, US Department of Housing Urban Development (HUD), Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA). Contractors will be required to periodically screen the blood of exposed workers, and hold safety meetings, per job, with all workers performing interim controls/abatement.

The SAGHH has incorporated green and healthy homes practices with its existing LHRD grant through the award of a Healthy Homes Production grant. Families may qualify for the following services: lead-based paint hazard control, weatherization, smoke/carbon monoxide detector installation, plumbing assistance, pest control, mold remediation, asthma testing and education, along with addressing safety issues.

The proposed grant will augment the current efforts by the City of San Antonio to provide safe and decent housing to a targeted segment of the community in the inner city. The City is committed to "embrace high standards of ethics, management and accountability by ensuring program compliance" through all aspects of the proposed grant. The current successes through the SAGHH have assisted over 880 households with children and more assistance is needed.

**City of San Antonio
 Department of Planning & Community Development
 Lead Hazard Reduction Demonstration Grant
 Organizational Chart**



* Comes on board grant during the first quarter of 2014.
 ** Staff goes to 100% during first quarter of 2014
 --- Paid out of LHRD grant

BARBARA ANKAMAH

NEIGHBORHOOD RENEWAL MANAGER

RELATED EXPERIENCE

Barbara Ankamah is the Neighborhood Renewal Manger for the Planning and Community Development Department. She manages the following:

- Lead-Based Paint Program
- Owner-Occupied Rehab/Reconstruction Program
- Rental Rehabilitation Program
- Loan Processing Section
- Loan Servicing Section
- Down Payment Assistance Program

Barbara has over 12 years of economic development experience in the following areas: workforce development, downtown development, incentives and business retention and expansion. In addition, Barbara managed the San Antonio Federal Empowerment Zone for 5 years, ensuring small businesses and residents were informed of the tax credits opportunities. Barbara is responsible for ensuring all federal funds for the City's housing programs are utilized and performance measures within all the areas of the Housing Division.

EMPLOYMENT HISTORY

2012-Present	CITY OF SAN ANTONIO <i>Neighborhood Renewal Manager</i>	San Antonio, TX
2011-2012	CITY OF SAN ANTONIO –City South <i>Economic Development Manager</i>	San Antonio, TX
2012-2008	CITY OF SAN ANTONIO- Center City <i>Economic Development Manger</i>	San Antonio, TX
2008-2006	CITY OF SAN ANTONIO- Economic Dev. Dept. <i>Economic Development Manger</i>	San Antonio, TX
2006-2001	SAN ANTONIO CHAMBER OF COMMERCE <i>V.P. of Business Development</i>	San Antonio, TX

EDUCATION

2001
B.S. English, Our Lady of the Lake University

BRIAN PENNARTZ

CONSTRUCTION SPECIALIST I

RELATED EXPERIENCE

Brian Pennartz is a Construction Specialist I for San Antonio's Green & Healthy Homes Program under the Planning and Community Development Department, which supports the following programs:

- Owner-occupied Rehabilitation Program
- CHDO Reimbursement
- Lead Program (for children under age six)
- Healthy Homes Program
- Green and Healthy Homes Initiative

Brian has over 13 years of experience working in the environmental and safety consulting field and more than 8 years in lead-hazard control work. Brian has knowledge of applicable HUD, EPA, and OSHA regulations, cost estimating and project management for both single-family homes and multi-family dwellings. He has also attended HUD Office of Healthy Homes conferences focusing on reporting requirements such as quarterly reports and draw down procedures

EMPLOYMENT HISTOY

2007-PRESENT	CITY OF SAN ANTONIO <i>Construction Specialist I</i>	San Antonio, TX
1998-2007	AEHS Inc. <i>Lead Risk Assessor, Safety Specialist</i>	San Antonio, TX
1997-1998	Performance Food Group <i>Warehouse Manager</i>	Temple, TX

EDUCATION

1997 Associate of Applied Science, Occupational Safety and Health
Texas State Technical College

CERTIFICATIONS

State Certified Lead Risk Assessor
Licensed Asbestos Inspector
Licensed Asbestos Project Manager
Licensed Air Monitoring Technician
Healthy Housing Rating System Assessment

CYNTHIA SALDIVAR

COMMUNITY SERVICES SPECIALIST

RELATED EXPERIENCE

Cynthia is the Community Service Specialist for the San Antonio's Green and Healthy Homes under the Planning and Community Development Department, which supports the following programs:

- Lead Program (for children ages six and under)
- Healthy Homes Program
- Green and Healthy Homes Initiative

Cynthia has over 10 years experience working with community organizations throughout the City of San Antonio. Cynthia reviews and verifies applications submitted to San Antonio's Green and Healthy Homes Program. Cynthia also contributes to the outreach and education by conducting presentations and participating in health fairs and neighborhood meetings. Cynthia also coordinates the "Promotoras" efforts in block walking and the application gathering process. Cynthia is also responsible for coordinating the training effort for the RRP and Lead training.

EMPLOYMENT HISTORY

2009-PRESENT	CITY OF SAN ANTONIO <i>Community Service Specialist</i>	San Antonio, TX
2008	George Gervin Youth Center <i>Case Manager</i>	San Antonio, TX
2005-2008	Keller Williams Reality <i>Real Estate Agent</i>	San Antonio, TX
2002-2005	Good Samaritan Center <i>Case Manager III</i>	San Antonio, TX
2000-2001	Boys and Girls Club <i>UP2US Program Coordinator</i>	San Antonio, TX

EDUCATION

2003	M.S.W. Social Work, Our Lady of the Lake University
1999	B.A. Psychology, Our Lady of the Lake University

CERTIFICATIONS

2010	State Certified Lead Abatement Worker
2009	EPA Certified Renovator

Guillermo Perez

CONSTRUCTION SPECIALIST I

RELATED EXPERIENCE

Guillermo Perez is a Construction Specialist I for San Antonio's Green & Healthy Homes Program under the Department of Planning & Community Development, which supports the following programs:

- Lead Program (for children under age six)
- Healthy Homes Program
- Green & Healthy Homes Initiative

Guillermo has over 5 years of experience working in the environmental and safety consulting field. Guillermo has knowledge of applicable HUD, EPA, and OSHA regulations, cost estimating and project management.

EMPLOYMENT HISTORY

2013-PRESENT	CITY OF SAN ANTONIO <i>Construction Specialist I</i>	San Antonio, TX
2012-2013	TERRACON <i>Asbestos Project Manager</i>	San Antonio, TX
2008-2012	TERRACON <i>Project Manager Intern/Technician</i>	San Antonio, TX
2007	RABA KISTNER <i>Field Technician</i>	San Antonio, TX
2004-2006	A&G Masonry <i>Crew Lead</i>	Leander, TX
1999-2002	US Navy <i>TM2</i>	San Antonio, TX

EDUCATION

2006-2011	Associates in Construction Management, San Antonio College
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CERTIFICATIONS

2012	State Licensed Asbestos Inspector
2012	State Licensed Asbestos Project Manager

MYRNA R. ESQUIVEL, M.S.

CONSTRUCTION SPECIALIST SUPERVISOR

RELATED EXPERIENCE

Myrna is the Program Supervisor for San Antonio's Green & Healthy Homes Program under the Planning and Community Development Department, which supports the following programs:

- Owner-Occupied Rehabilitation Program
- CHDO Reimbursement
- Lead Program (for children under age six)
- Healthy Homes Program
- Green and Healthy Homes Initiative

Myrna has over 19 years experience in the environmental profession with knowledge of applicable HUD, EPA, and OSHA regulations for lead, asbestos, and mold for both single-family homes and multi-family dwellings. Myrna has 12 years experience writing, implementing and managing Federal grants. Myrna was part of the original team that established the LBPHCP within the City of San Antonio in 2000. Myrna also established and leads the LeadSafe San Antonio Task Force which includes the GHHL.

EMPLOYMENT HISTORY

2000-Present	CITY OF SAN ANTONIO <i>Lead Based Paint Const Spec Sup</i>	San Antonio, TX
1997-2000	SAN ANTONIO HOUSING AUTHORITY <i>Environmental Activities Coordinator</i>	San Antonio, TX
1996-1997	UT HEALTH SCIENCE CENTER <i>Statistician</i>	San Antonio, TX
1993-1996	OPERATIONAL TECHNOLOGIES, CORP. <i>Project Scientist</i>	San Antonio, TX

EDUCATION

1996	M.S. Environmental Science, University of Texas in San Antonio
1992	B.S. Environmental Science, Stephen F. Austin State University

CERTIFICATIONS

2013	State Certified Lead Risk Assessor
2009	EPA Renovator Initial
2009	2009 IRC Significant Changes
2009	Strategic Grant proposal Writing
2008	Essentials for Healthy Homes Practitioners Course

WILLIE G. VILLARREAL, JR.

CONSTRUCTION SPECIALIST I

RELATED EXPERIENCE

Willie Villarreal is a Construction Specialist I for Green and Healthy Homes Program under the Planning and Community Development Department, which supports the following programs:

- Owner-occupied Rehabilitation Program
- CHDO Reimbursement
- LBP Hazard Control Program (for children under age six)
- Healthy Homes Program
- Green and Healthy Homes Initiative

Willie has over 30 years experience in the building maintenance and construction industry and over 18 years experience in the environmental hazard field related to lead-based paint, asbestos and mold. Willie has knowledge of applicable HUD, EPA; and OSHA regulations and project management for both single-family homes and multi-family dwellings. Willie was part of the original Lead Task Force created in 1990 to implement the *Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing*. Subsequently, this has become Title X of the Housing and Community Development Act of 1992.

EMPLOYMENT HISTORY

2001-PRESENT

CITY OF SAN ANTONIO San Antonio, TX
Construction Specialist I

1997-2001

SAN ANTONIO HOUSING AUTHORITY San Antonio, TX
Construction Rehabilitation Specialist

1999-2001

HOME DEPOT San Antonio, TX
Home Depot Associate (Part-Time)

1978-1995

SAN ANTONIO HOUSING AUTHORITY San Antonio, TX
Environmental Activities Coordinator, Construction Inspector, Construction Supervisor, Maintenance Foreman, Maintenance Worker

EDUCATION

1976-1978

Memorial High School

1974-1976

John F. Kennedy High School

Received Certificate of High School Equivalency #41556, April 1994

CERTIFICATIONS

2012

Healthy Housing Rating System Assessor

2009

EPA Certified Renovator

2008

Essentials for Healthy Housing Practitioners Course

2007

State Certified Lead Risk Assessor

2001

State Certified Lead Supervisor

1987

NAHRO Certified Rehab. Construction Specialist

1400 S. FLORES ST.
SAN ANTONIO, TX 78204

PHONE (210)207 6620/FAX (210)207 1481

Staffing of Concurrent Grants

NAME	GRANT	2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1*	Q2	Q3**	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Barbara	2011 LHRD																
(Project Director)	2011 HHP	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	2013 LHRD	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Myrna	2011 LHRD	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
	2011 HHP	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
*takes over as																	
Project Director	2013 LHRD	100%*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Willie	2011 LHRD	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
	2011 HHP	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
	2013 LHRD	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Brian	2011 LHRD	75%	75%														
(Program Manager)	2011 HHP	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
	2013 LHRD	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Guillermo	2011 LHRD	75%	75%	75%	100%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	2011 HHP	25%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	2013 LHRD	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Cyndee	2011 LHRD	50%	50%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
	2011 HHP	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	2013 LHRD	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Rose	2011 LHRD																
	2011 HHP	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
	2013 LHRD	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%

San Antonio's Green Healthy Homes Grant Summary Table

YEAR	PROJECT NAME	FUND TYPE	BUDGETED AMOUNT
1999	Lead-Based Paint Hazard Reduction Program Grant	OOHHLHC	\$ 4,000,000.00
<i>Subtotal</i>			\$ 4,000,000.00
2001	Housing & Neighborhood Revitalization Fund	HOME	\$ 205,000.00
<i>Subtotal</i>			\$ 205,000.00
2002	Lead-Based Paint Program	CDBG	\$ 166,445.00
2002	Community Housing Development Organization Lead-Based Paint Assist	HOME	\$ 177,541.24
<i>Subtotal</i>			\$ 343,986.24
2003	Neighborhood Action Department Lead-Based Paint	HOME	\$ 162,235.63
2003	Neighborhood Action Department Lead-Based Paint	HOME	\$ 500,000.00
2003	Lead-Based Paint Program	CDBG	\$ 406,259.00
2003	Lead-Based Paint Program	Housing Trust	\$ 50,000.00
<i>Subtotal</i>			\$ 1,118,494.63
2004	Lead Hazard Reduction for EBLs	CDBG	\$ 525,000.00
2004	Neighborhood Action Department Lead-Based Paint	CDBG	\$ 475,000.00
2004	Lead-Based Paint Hazard Reduction Program Grant	OOHHLHC	\$ 2,000,000.00
<i>Subtotal</i>			\$ 3,000,000.00
2005	Neighborhood Action Department Lead-Based Paint	CDBG	\$ 200,000.00
<i>Subtotal</i>			\$ 200,000.00
2006	Neighborhood Services Department Lead-Based Paint	CDBG	\$ 500,000.00
<i>Subtotal</i>			\$ 500,000.00
2007	Housing & Neighborhood Services Department Lead-Based Paint	CDBG	\$ 993,054.00
2007	Lead Hazard Reduction Demonstration Grant Program	OOHHLHC	\$ 4,000,000.00
<i>Subtotal</i>			\$ 4,993,054.00

CDBG - Community Development Block Grant
HOME - Home Investment Partnership Grant

San Antonio's Green Healthy Homes Grant Summary Table

2008	Lead-Based Paint Hazard Control Program	CDBG	\$ 500,000.00
2008	Lead Hazard Reduction Assistance Program	HOME	\$ 450,000.00
<i>Subtotal</i>			\$ 950,000.00
2009	Lead-Based Paint Hazard Control Program	CDBG	\$ 500,000.00
2009	Lead Hazard Reduction Demonstration Grant Program	OOHHLHC	\$ 2,023,874.00
<i>Subtotal</i>			\$ 2,523,874.00
2010	Lead-Based Paint Hazard Control Program	CDBG	\$ 510,000.00
<i>Subtotal</i>			\$ 510,000.00
2011	Lead-Based Paint Hazard Control Program	CDBG	\$ 510,000.00
2011	Lead Hazard Reduction Demonstration Grant Program	OOHHLHC	\$ 3,000,000.00
2011	Healthy Homes Production Program	OOHHLHC	\$ 1,126,888.00
<i>Subtotal</i>			\$ 4,636,888.00
2012	Lead-Based Paint Hazard Control Program	CDBG	\$ 510,000.00
<i>Subtotal</i>			\$ 510,000.00
TOTAL LEAD GRANT FUNDS AWARDED			\$ 23,491,296.87

CDBG - Community Development Block Grant
HOME - Home Investment Partnership Grant

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN ANTONIO
AND
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This Memorandum of Understanding (hereinafter referred to as "Understanding") 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 Planning and Community Development as authorized by City Council on April 17, 2008, pursuant to Ordinance No. 2005-05-17-0555, and the Family Service Association of San Antonio, Inc. (hereinafter referred to as "FAMILY SERVICE").

WHEREAS, the CITY and FAMILY SERVICE (hereinafter referred to as "the Parties") are dedicated to raising awareness about healthy homes; and

WHEREAS, in furtherance of such goal, the CITY implemented its Lead-Based Paint Hazard Control Program to provide residential lead hazard control projects where children under age six (6) years reside; and

WHEREAS, CITY has previously been awarded Office of Healthy Homes and Lead Hazard Control Grant 0226-11 and Healthy Homes Production Grant TXHHP0009-11 by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, CITY desires to allocate funds from its San Antonio's Green and Healthy Homes Program in the amount of \$101,500.00 (the "Funds") to be used for Promotoras to conduct outreach; and

WHEREAS, FAMILY SERVICE hereby accepts funding offered by CITY as well as all responsibilities and duties necessary to fully implement and manage the Program; **NOW THEREFORE**:

IT IS HEREBY AGREED that the CITY and FAMILY SERVICE partner in accordance with the terms and conditions below:

I. TERM

This Understanding shall be effective on execution by the Parties and shall remain in effect until expenditure by the CITY of the Funds to be provided pursuant to this Understanding, unless earlier termination or extension shall occur pursuant to any provision hereof. However, no funds shall become available under this Understanding until such time as HUD approves the Program described herein and no funds shall be made available after September 30, 2014.

2. CONSIDERATION

CITY agrees to allocate up to \$101,500.00 to FAMILY SERVICE pursuant to the terms of this Understanding. In return, FAMILY SERVICE agrees to conduct marketing and outreach in Bexar County in order to address the lead hazards on residential lead hazard control projects where children under age six (6) reside. FAMILY SERVICE also agrees to refer clients to the CITY's San Antonio Green Healthy Homes Program, all in accordance with the Office of Healthy Homes and Lead Hazard Control Grant Program Guidelines ("Program Guidelines").

The CITY understands that funds provided pursuant to this Understanding are funds which have been made available to CITY by HUD through the Office of Healthy Homes and Lead Hazard Control and that it will, therefore, comply with the requirements of the Office of Healthy Homes and Lead Hazard Control Grant Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A".

3. SCOPE OF WORK

CITY agrees to allocate up to \$101,500.00 from HUD's Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration Grant 0226-11 and Healthy Homes Production Grant TXHHP0009-11 to be used to conduct outreach in accordance with the Program Guidelines.

CITY agrees to reimburse FAMILY SERVICE for the employment of four (4) outreach workers, at \$10.00 per hour, meeting the FAMILY SERVICE volunteer and employee eligibility requirements. FAMILY SERVICE shall provide invoices or time sheets or any other document agreed to by the CITY and FAMILY SERVICE that will serve as evidence of FAMILY SERVICE's payment to the outreach workers. FAMILY SERVICE shall provide said documentation to the CITY on a monthly basis. FAMILY SERVICE understands and agrees that the CITY shall provide training for the outreach employees and said training shall not be paid from the Funds herein.

FAMILY SERVICE agrees to provide documentation to CITY for the hours worked by outreach workers, and to provide space and support training to the outreach workers. FAMILY SERVICE also agrees to provide the CITY with any and all information requested by CITY regarding this Understanding, the Program and/or the Funds hereunder, within five (5) business days of said request. In addition, payments made by the CITY with funds provided pursuant to this Understanding shall meet the following Program Guidelines:

- (a) The maximum amount to be expended for outreach through FAMILY SERVICE is \$101,500.00.
- (b) FAMILY SERVICE shall recruit four (4) outreach workers from Loma Park School Attendance Zone.
- (c) FAMILY SERVICE shall invoice the CITY and ensure proper payment to outreach workers.

- (d) FAMILY SERVICE shall accurately document house-holds screened and San Antonio Green Healthy Home applications completed.
- (e) FAMILY SERVICE shall perform background checks on outreach program workers.
- (f) FAMILY SERVICE shall provide space and support training to outreach workers.
- (g) FAMILY SERVICE shall support developing outreach to other school attendance zones in the Edgewood Independent School District.
- (h) CITY shall provide aggregated performance data to FAMILY SERVICE as the Program lead partner.
- (i) CITY shall maintain regular coordination on this project.

CITY staff shall perform all processing and servicing functions for the Funds being provided. The CITY agrees that it will bear all administrative expenses in connection with the disbursement of Funds. Until such time as all Funds have been expended by the CITY, FAMILY SERVICE agrees to provide a monthly report to CITY documenting all Funds expended during the preceding month, including timesheets for outreach workers, status of applications, and status of households screened.

4. CONFIDENTIAL INFORMATION

The Parties agree to maintain the confidentiality of any record directly related to or generated as a result of this Understanding in accordance with all Local, State, and Federal Laws. FAMILY SERVICE understands and agrees that this Understanding is subject to the Public Information Act, Government Code Section 552.021.

The Public Information Act, Government Code Section 552.021, requires the CITY and State agencies including FAMILY SERVICE, make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if FAMILY SERVICE receives inquiries regarding documents within its possession pursuant to this Understanding, FAMILY SERVICE shall (a) within twenty-four (24) hours of receiving the request forward a copy of such request to the CITY for notification purposes only, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law.

5. TERMINATION FOR CAUSE

Should either party default in the performance of any of the terms or conditions of this Understanding, the other party shall deliver to the defaulting party written notice thereof specifying the matters in default. The defaulting party shall have thirty (30) business days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such thirty (30) day period, this Understanding shall terminate at 11:59 p.m. on the thirtieth business day after the receipt of the notice by the defaulting party.

6. 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 Understanding shall automatically terminate as of the effective date of such prohibition.

7. TERMINATION DUE TO LACK OF FUNDING

FAMILY SERVICE understands and agrees that the Funds provided by CITY pursuant to this Understanding are HUD funds. Such funds shall not be available until such time as HUD executes the Addendum approving the Program described in this Understanding and the Funds are allocated by the CITY.

8. CONFLICT OF INTEREST

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

8.2 FAMILY SERVICE warrants and certifies, and this Understanding is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. FAMILY SERVICE further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

9. NOTICES

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

City of San Antonio
Department of Planning and Community Development
Department
1400 South Flores
San Antonio, Texas 78204

With a copy to:
City of San Antonio
City Attorney's Office
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: CDBG Attorney

Family Service Association of San Antonio, Inc.
Attn: Nancy L. Hard, President/CEO
702 San Pedro Avenue
San Antonio, Texas 78212

10. AMENDMENT

Except where the terms of this Understanding expressly provide otherwise, any amendment to this Understanding 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.

11. COMPLIANCE WITH LAWS AND REGULATIONS

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 Understanding and that any such changes shall be automatically incorporated into this Understanding 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.

12. HUD PROVISIONS

- 12.1 The CITY acknowledges that an allocation of HUD Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration funds pursuant to this Understanding will not be (and shall not be deemed to be) an assignment of HUD Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration funds, and FAMILY SERVICE will not succeed to any rights or benefits of the CITY under the HUD Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration Grant Agreement, or attain any privileges, authorities, interests, or rights in or under the HUD Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration Grant Agreement.
- 12.2 Nothing contained in the HUD Office of Healthy Homes and Lead Hazard Control, Lead Hazard Reduction and Demonstration Grant Agreement, nor in any Understanding or contract between the Parties, nor any act of HUD, CITY, or any of the Parties, will be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD.

- 12.3 FAMILY SERVICE shall report promptly to CITY any litigation to which FAMILY SERVICE is a party.
- 12.4 FAMILY SERVICE shall establish and maintain a comprehensive system of records, books and accounts which may include computerized systems, in a manner conforming to the directives of HUD. FAMILY SERVICE agrees to allow CITY, HUD, the Comptroller General of the United States, and any of their authorized representatives, upon reasonable notice, reasonable access to any books, documents, papers, or other records regarding this Understanding and the funds provided hereunder in order to make audits, examinations, excerpts, and transcripts.
- 12.5 CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of the FAMILY SERVICE's finances and records related to its performance under this Understanding, including without limitation, all records of applications made and funds to be provided pursuant to this Understanding.

13. INDEPENDENT CONTRACTOR

The Parties agree that they will provide services under this Understanding as independent Parties. The Parties to this Understanding further agree that they have no authority to bind the others or to hold out to third Parties that it has 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 venturers. 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 Understanding. The Parties to this Understanding do not have a pecuniary purpose. The purpose of this Understanding 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 Understanding. Each of the Parties to this Understanding has separate and independent duties and obligations over which they have control.

14. TEXAS LAW TO APPLY

This Understanding shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created herewith are performable in the State of Texas, County of Bexar.

15. CAPTIONS

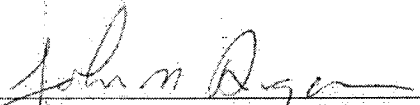
The captions contained in this Understanding are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Understanding.

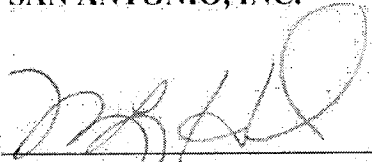
This Understanding, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final Understanding between the Parties hereto.

Agreed to by and between the below Parties on this _____ day of _____, 2012.


CITY OF SAN ANTONIO,
a Texas municipal corporation

**FAMILY SERVICE ASSOCIATION
OF SAN ANTONIO, INC.**

By: 
JOHN M. DUGAN
Director
Department of Planning and
Community Development

By: 
NANCY L. HARD
President/CEO
Family Service Association of
San Antonio, Inc.

APPROVED AS TO FORM:

By: 
DENISE MONDAY
Assistant City Attorney



INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Interlocal Agreement ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation, (hereinafter called "CITY"), acting by and through its Director of the Department of Planning and Community Development (the "Director") pursuant to Ordinance No. 2011-06-02-0443, dated June 2, 2011 and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, (hereinafter called "UNIVERSITY"), an institution of the University of Texas System ("System"), a political subdivision of the State of Texas, acting by and through its representative, hereto duly authorized.

RECITALS

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as the "Community Development Act") for utilization in connection with its Office of Healthy Homes CFDA 14.905 Healthy Homes Production Program and Lead Hazard Reduction Grant Program; and

WHEREAS, CITY adopted a budget for HUD funds (the "Funds") to fund a program which addresses health and safety issues within the home for low income families within the City of San Antonio (the "Project"); and

WHEREAS, UNIVERSITY hereby accepts the funding offered by the City as well as all responsibilities and duties necessary to fully implement and manage the Project; and

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

WHEREAS, CITY wishes to engage UNIVERSITY for services outlined in the Work Statement herein incorporated under Attachment I; **NOW, THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound to the mutual obligations herein contained, and to the performance and accomplishment of the tasks hereinafter described under the Work Statement (Attachment I).

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall be effective upon execution of this Agreement and shall terminate on October 14, 2014 unless earlier termination or extension shall occur pursuant to any provision hereof..

II. RESPONSIBILITIES

2.1 UNIVERSITY hereby accepts responsibility for the performance, in a satisfactory and efficient manner as set forth in this Agreement.

2.2 UNIVERSITY's Office of Sponsored Programs shall be UNIVERSITY's designated representative responsible for the management of all contractual matters pertaining to this Agreement.

2.3 CITY's Planning and Community Development Department Director or his designate shall be CITY's representative responsible for the administration of this Agreement.

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

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 UNIVERSITY understands that funds provided pursuant to this Agreement are funds which have been made available to CITY by HUD through the Office of Healthy Homes and Lead Hazard Control and that it will, therefore, comply with the requirements of the Office of Healthy Homes and Lead Hazard Control Grant Agreement, a copy of which is attached hereto and incorporated herein as Attachment "III" and in accordance with CITY's HUD-approved Grant Application and with other specific assurances made and executed by CITY. UNIVERSITY, therefore, assures and certifies that it will comply with the requirements of the Community Development Act as applicable and with all regulations promulgated thereunder as codified as Title 24 of the Code of Federal Regulations as applicable. UNIVERSITY understands, however, that the Community Development Act in no way is meant to constitute a complete compilation of all duties imposed upon UNIVERSITY by law or administrative ruling, or to narrow the standards which UNIVERSITY must follow. Accordingly, UNIVERSITY understands that if the regulations and issuances promulgated pursuant to the Community Development Act are amended or revised, it shall comply with them or otherwise immediately notify CITY pursuant to the provisions of Article XXVI of this Agreement.

3.2 UNIVERSITY understands that certain compliance requirements mandated by applicable laws or regulations are summarized as follows:

- (A) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.602 – Section 109 of the Housing and Community Development Act of 1974.
- (B) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.607, Equal Opportunity for Employees and Section 3.
- (C) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.609, Use of debarred, suspended or ineligible contractors or subrecipients.
- (D) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.610, Uniform administrative requirements and cost principles:
 - (i) 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations”;
 - (ii) OMB Circular A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”; and
 - (iii) OMB Circular A-133, “Audits of States, Local Governments, and Non-profit Organizations”.
- (E) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.611, Conflict of interest.
- (F) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.613, Eligibility restrictions for certain resident aliens.
- (G) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.614, Architectural Barriers Act and the Americans with Disabilities Act.
- (H) UNIVERSITY acknowledges, understands, and agrees to comply with 24 CFR 85.36(d)(1), Small purchase procurement.
- (I) UNIVERSITY acknowledges, understands, and agrees to comply with Title V of the Civil Rights Act of 1964.
- (J) UNIVERSITY acknowledges, understands, and agrees to comply with Title VIII of the Civil Rights Act of 1968, the Fair Housing Act.

- (K) UNIVERSITY acknowledges, understands, and agrees to comply with 36 CFR 800, Historic Preservation

3.3 UNIVERSITY must at all times remain in compliance with the requirements set out in Section 3.2 hereinabove. UNIVERSITY further understands that said requirements in Section 3.2 are summaries and are intended only as such and in no way are meant to constitute a complete compilation of all duties imposed upon UNIVERSITY by law or administrative ruling, or to narrow the standards which UNIVERSITY must follow.

3.4 UNIVERSITY assures that all contractors and subcontractors receiving funds in connection with this Project are familiar with, and shall comply with, any and all applicable rules and regulations as contained in Section 3.2 and that UNIVERSITY shall include Section 3.2 as part of every contract awarded in connection with this Project.

3.5 UNIVERSITY shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting UNIVERSITY's operations pursuant to this CONTRACT.

IV. LEGAL AUTHORITY

4.1 UNIVERSITY represents, certifies and assures that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

4.2 The signer of this Agreement for UNIVERSITY represents, certifies and assures that he or she has full legal authority to execute this Agreement on behalf of UNIVERSITY and to bind UNIVERSITY to all terms, performances and provisions herein contained.

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

V. MAINTENANCE OF EFFORT

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

VI. PERFORMANCE BY UNIVERSITY

6.1 UNIVERSITY, in accordance and compliance with the terms, provisions and requirements of this Agreement, shall manage, perform and provide all of the activities and services set forth in the Work Statement attached hereto and incorporated herein for all purposes as Attachment "I," utilizing only those funds remitted to UNIVERSITY by CITY under the terms of this Agreement. The funds set forth in the Project Budget available for utilization hereunder shall be as described in Attachment "II" also attached hereto and incorporated herein for all purposes.

6.2 Modifications or alterations to Attachment "I" may be made only pursuant to the prior written approval of CITY's Planning and Community Development Director or his designate.

VII. RECEIPT, DISBURSEMENT AND ACCOUNT OF FUNDS BY UNIVERSITY

7.1 UNIVERSITY shall maintain a financial management system, and acceptable accounting records that provide for an accounting system using the modified accrual basis of generally accepted accounting principles is required. Within the UNIVERSITY's automated accounting system, contract and grant awards shall be established in individual accounts to allocate the restricted resources to specific projects. Costs associated with the Project shall be posted to the Project account. Supporting documentation, to include paid invoices, check numbers, date paid and evidence of goods or services received, shall be maintained by the UNIVERSITY's Disbursements Office.

7.2 The maximum amount to be reimbursed for services by the UNIVERSITY is \$33,960 (Thirty-three Thousand Nine Hundred Sixty Dollars).
(SIXTY SIX THOUSAND AND NO/100 DOLLARS).

7.3 Regarding method of payment, CITY and UNIVERSITY agree as follows:

- (A) UNIVERSITY shall submit invoices using UNIVERSITY'S standard invoice, but at a minimum shall include current and cumulative costs and certification as to truth and accuracy of invoice, to CITY's Planning and Community Development Department, in accordance with one of the following schedules as determined and agreed upon by both parties at the time of execution of this Agreement:
 - 1. Monthly billing shall be received by CITY's Planning and Community Development Department no later than the thirtieth (30th) day of each month and shall include costs incurred during the previous month.
- (B) UNIVERSITY shall submit to CITY upon request such other reports as may be required by CITY to document CITY liabilities under this Agreement.
- (C) Upon receipt of and approval by CITY of each of UNIVERSITY's invoices, CITY shall pay to UNIVERSITY an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any

costs questioned or not allowable. Delinquent or unacceptable billing of CITY by UNIVERSITY, however, shall justify delay of payment by CITY.

- (D) UNIVERSITY's financial management system shall provide for an adequate procedure to minimize the time elapsed between CITY's payment to UNIVERSITY and UNIVERSITY's disbursement of funds.

7.4 Within thirty (30) working days of CITY's written request therefor, UNIVERSITY shall refund to CITY any sum of money paid by CITY to UNIVERSITY later determined to:

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

7.5 Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, HUD, or any other federal agency, UNIVERSITY shall refund such amount to CITY within thirty (30) working days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified.

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

7.7 UNIVERSITY's final invoice requesting reimbursement of funds pursuant to this Agreement, shall be submitted by UNIVERSITY to CITY within sixty (60) working days following the expiration of the term of this Agreement.

VIII. ALLOWABLE COSTS

8.1 Allowable costs are detailed in the Project Budget as set forth in Attachment "II" and shall be incurred directly and specifically in the performance of and in compliance with this Agreement and with all city, state and federal laws, regulations and ordinances affecting UNIVERSITY's operations hereunder.

8.2 CITY's prior written authorization shall be required in order for the following to be considered allowable costs:

- (A) CITY shall not be obligated to any third party sub-contracts of UNIVERSITY, nor shall CITY funds be used to pay for contract services extending beyond the expiration of this Agreement;

- (B) Out of town travel;
- (C) Costs or fees associated with the alteration or relocation of the facilities on and in which the activities specified in Attachment "I" are conducted;
- (D) Costs or fees associated with alterations, deletions or additions to the Personnel Schedule incorporated within Attachment "II";
- (E) Costs or fees for temporary employees or services;
- (F) Costs or fees for consultant and/or professional services; and
- (G) Costs or fees associated with attendance at meetings, seminars or conferences.

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

IX. FURTHER REPRESENTATIONS, CERTIFICATIONS AND COVENANTS

9.1 UNIVERSITY further represents and certifies that:

- (A) All information, data or reports heretofore or hereafter provided to CITY are, shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
- (B) Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and reflective of the financial condition of UNIVERSITY on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of UNIVERSITY;
- (C) None of the provisions contained herein contravene or in any way conflict with the authority under which UNIVERSITY is doing business or with the provisions of any existing indenture or agreement of UNIVERSITY;
- (E) UNIVERSITY has the legal authority to enter into this Agreement and accept payments hereunder, and has taken all necessary measures to authorize such

execution of Agreement and acceptance of payments pursuant to the terms and conditions hereof; and

9.2 Each of the foregoing representations, certifications and covenants shall be continuing and deemed repeated each time UNIVERSITY submits a new request for payment in accordance with the terms, provisions and requirements of this Agreement.

X. MAINTENANCE OF RECORDS

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

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

10.2 UNIVERSITY agrees to retain, for a period of 3 years from agreement termination, all books, records, documents, reports, and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this Agreement.

10.3 UNIVERSITY agrees to include the substance of this Article in all of its sub-contracts.

10.4 Nothing in this Article shall be construed to relieve UNIVERSITY of:

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

XI. ACCESSIBILITY OF RECORDS

11.1 CITY shall contact UNIVERSITY to schedule a time at which the UNIVERSITY shall make all of its records pertaining to this Agreement available to CITY, HUD, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. UNIVERSITY's records shall include, but shall not be limited to, the following: payroll, personnel and employment records, contracts, and invoices.

XII. MONITORING AND EVALUATION

12.1 CITY shall perform on-site monitoring of UNIVERSITY's performance pursuant to the terms of this Agreement.

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

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

12.4 After each official monitoring visit, CITY shall provide UNIVERSITY with a written report of monitoring findings.

12.5 Copies of any fiscal, management, or audit reports by any of UNIVERSITY's funding or regulatory bodies that pertain to this award shall be submitted to CITY within five (5) working days of receipt thereof by UNIVERSITY.

XIII. INSURANCE/INDEMNITY

13.1 UNIVERSITY and CITY acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

13.2 It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

13.3 Employees of UNIVERSITY are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

13.4 CITY is a self-insured public entity that maintains an insurance and fully funded reserve account, which exceeds the requirements of the State of Texas. The fund, as designated by the San Antonio City Council, is solely for the purpose of providing relief from third party legal

liability claims, for which CITY may become liable. The Statutes of the State of Texas, including the Texas Tort Claims Act govern all claims against CITY.

13.5 This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

XIV. CONFLICT OF INTEREST

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

14.2 Pursuant to the subsection above, UNIVERSITY certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY.

XV. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

XVI. SUB-CONTRACTING

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

16.2 UNIVERSITY agrees that no sub-contract approved pursuant to this Agreement shall provide for payment on a "cost plus a percentage of cost" basis.

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

XVII. CHANGES AND AMENDMENTS

17.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and UNIVERSITY.

17.2 Whenever and as often as deemed necessary by CITY, CITY may request and require changes to UNIVERSITY's Work Statement (Attachment "T"). Such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to UNIVERSITY as provided for pursuant to the terms, provisions and conditions of this Agreement.

17.3 Except pursuant to (a) prior submission by UNIVERSITY of detailed information regarding budget and Project revisions, and (b) prior written approval thereof by CITY, UNIVERSITY shall neither make transfers of 10% or greater between or among line items approved within the budget categories set forth in the Budget Summary incorporated within Attachment "II," nor shall UNIVERSITY alter, add to or delete from the Budget Detail likewise incorporated within said Attachment "II." Instead, UNIVERSITY shall request budget revisions of 10% or more in writing and in a form prescribed by CITY; such request for revisions, however, shall not increase the total monetary obligation of CITY as provided for pursuant to this Agreement, nor shall said revisions significantly change the nature, intent, or scope of the Project funded hereunder.

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

17.5 CITY agrees to notify UNIVERSITY of changes in local, state and federal rules, regulations or laws applicable hereto that may occur during the term of this Agreement. Once notification has been provided to UNIVERSITY the changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

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

17.7 UNIVERSITY further agrees to notify CITY of any changes in personnel pertaining to this award, such notice to be provided within five (5) working days of the change.

XVIII. TERMINATION

18.1 The Parties agree that this Agreement may be terminated with or without cause by either party at any time prior to the expiration of the Term by giving the other party written notice of such intent to the address provided in Section 26.1 of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall terminate automatically in the event annual funding is not appropriated.

18.2 Upon expiration or termination of this Agreement, all rights, privileges and obligations set out herein shall cease and terminate and UNIVERSITY shall cooperate with CITY in the transition.

XIX. ASSIGNMENTS

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

XX. SEVERABILITY OF PROVISIONS

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

XXI. RENEWAL NOT AUTOMATIC

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

XXII. NON-WAIVER OF PERFORMANCE

22.1 No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of

any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

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

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

XXIII. SPECIAL CONDITIONS

23.1 UNIVERSITY acknowledges and agrees that funds provided hereunder shall be used only to pay costs associated with implementation of Project activities as described under the Project description (Attachment "I") of this Agreement.

23.2 UNIVERSITY shall submit to CITY all information requested by CITY prior to any release of HUD funds for this Project.

23.3 UNIVERSITY certifies that all third-party agreements shall be at arms length.

23.4 UNIVERSITY shall ensure that all professional and contractual services in connection with Project implementation shall be procured in accordance with 24 CFR 570, Part 85, The Common Rule, Procurement, Competitive Standards.

XXIV. ENTIRE AGREEMENT

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

XXV. INTERPRETATION

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

XXVI. NOTICES

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

CITY:

City of San Antonio
Department of Planning and Community Development
1901 South Alamo
San Antonio, Texas 78204-1617
Attention: Director

With a copy to:

City of San Antonio
City Attorney's Office
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: CDBG Attorney

UNIVERSITY:

Jane A. Youngers
Assistant Vice President for Research
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229-3900

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

XXVII. PARTIES BOUND

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

XXVIII. GENDER

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

XXIX. RELATIONSHIP OF PARTIES

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

XXX. TEXAS LAW TO APPLY

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

XXXI. CAPTIONS

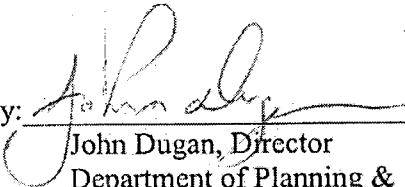
31.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

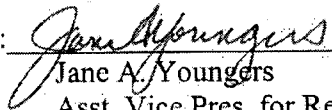
[Signature Page to Follow]

EXECUTED this the 1 day of August, 2012.

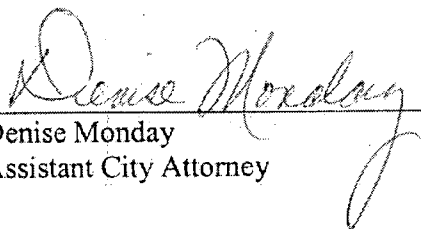
**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER
AT SAN ANTONIO**

By: 
John Dugan, Director
Department of Planning &
Community Development

By: 
Jane A. Youngers
Asst. Vice Pres. for Research Admin.

APPROVED AS TO FORM:


Denise Monday
Assistant City Attorney

Attachments:

- Attachment "I" - Work Statement
- Attachment "II" - Project Budget
- Attachment "III" - Office of Healthy Homes and Lead Hazard Control Grant Agreement

ATTACHMENT I
WORK STATEMENT

These are the services that the University Of Texas Health Science Center Of San Antonio, Division of Community Pediatrics agrees to provide The City of San Antonio's Green and Healthy Homes Program to complete the Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control Grant TXLHD0226-11. The service dates are from effective date of contract through 7/31/2013.

COMMUNITY PEDIATRICS (CP) Scope of Work :

Provide a CNA/LVN who is responsible for conducting baseline and venous blood draws to determine participants' blood lead level. He/she will also be responsible for implementing the Lead/Asthma education. He/she will also be responsible for providing nutrition information as well as suggesting motor and cognitive growth and development activities to the parent provider to help the parent to engage in cognitive development task with the child to promote physical, cognitive and motor development. Approximately 50% of his/her hours will be devoted to education activities and 50% of his/her hours will be devoted to conducting venous blood draws in the home. He/she will also be responsible for administering the childhood developmental assessments Asthma checklist screening and Child Behavior Checklist and pediatric quality of life questionnaire.

ATTACHMENT II
PROJECT BUDGET

PERSONNEL

\$19,696

Name	Title	Salary	Hourly Salary	Hours	Salary Requested
Victor German, M.D.	PI/Clinical Pulmonologist	\$160,000	\$76.92	40	\$3,077
Anthony Scott, PhD.	PI/Evaluator	\$104,000	\$50.00	40	\$2,000
TBH	Educator/Tester	\$27,310	\$13.13	1040	\$13,655
Troy Golding	It Specialist	\$50,114	\$24.09	40	\$964

Victor German, M.D. will serve as the **Principal Investigator / Clinical Pulmonologist**. Dr. German's hours will be devoted to clinical baseline lead and asthma evaluations of the participants. He will provide Medical oversight to insure compliance with standard procedures for follow-up care as well as provide medical consultation and referral as needed. Approximately 100% of Dr. German's hours will be devoted to the administration and coordination of these activities.

Anthony Scott, PhD. Evaluator/Program Manager will assume primary responsibility for assuring that the lead and asthma evaluation, testing and as well as lead and asthma activities undertaken by this project meet project-specific requirements outlined in this proposal. Dr. Scott will be responsible for data analysis required for publication of findings and in submission of reports to the funding agency. Approximately 100% of Dr. Scott's hours will be devoted to the administration of assessment activities.

Health Educator/Phlebotomist.

The Certified Nurse Assistance (CNA) or a Licensed Vocational Pediatric Nurse (LVN) will be a bilingual phlebotomist with experience with children from birth to 6 years of age. The nurse educator is responsible for conducting baseline and venous blood draws to determine participants' blood lead level. The health educator will also be responsible for implementing the Lead/Asthma education. He/she will also be responsible for providing nutrition information as well as suggesting motor and cognitive growth and development activities to the parent provider to help the parent to engage in cognitive development task with the child to promote physical, cognitive and motor development. Approximately 50% of /her hours will be devoted to education activities and 50% of his/her hours will be devoted to conducting venous blood draws in the home. He/she will also be responsible for administering the childhood developmental assessments Asthma checklist screening and Child Behavior Checklist and pediatric quality of life questionnaire.

FRINGE

\$ 5,706

The University of Texas Health Science Center at San Antonio institutional rate for fringe benefits is 30% for all staff; 26% faculty.

SUPPLIES

General Office Supplies @ \$100/month, x 12 months = \$1,200

TOTAL SUPPLIES

\$1,200

TRAVEL

Local Mileage: 2520 miles @ .555=\$1,398

TOTAL TRAVEL

\$1,398

OTHER DIRECT COST

1 Cell phone x 12 months x \$60=\$720

Evaluation Measures @ \$1,500

SPSS License @ \$225

100 lead laboratory analysis @\$10=\$1,000

TOTAL OTHER

\$3,445

EQUIPMENT

\$0

SUBTOTAL DIRECT COSTS

\$31,445

INDIRECT COSTS @ 8%

\$2,515

GRAND TOTAL

\$33,960

ATTACHMENT III
OFFICE OF HEALTHY HOMES AND LEAD HAZARD CONTROL GRANT
AGREEMENT

Assistance Award/
Amendment

U.S. Department of Housing
and Urban Development
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number TXLHD0226-11		4. Amendment Number 2	5. Effective Date of this Action See Block #16
7. Name and Address of Recipient City of San Antonio 1400 South Flores San Antonio, TX 78204-1617		8. HUD Administering Office HUD, Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW Room 9245 Washington, DC 20410	
10. Recipient Project Manager Willie Villarreal, 210-207-1481 Willie.Villarreal@sanantonio.gov		8a. Name of Administrator Royal Rucker	8b. Telephone Number (202) 402-7584
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearing House	
14. Assistance Amount Previous HUD Amount \$3,000,000.00 HUD Amount this action \$0.00 Total HUD Amount \$3,000,000.00 Recipient Amount \$1,191,545.77 Total Instrument Amount \$4,191,545.77		9. HUD Government Technical Representative Yolanda Domneys, (202) 402-7597	
		13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Ft. Worth, TX 76102	
		15. HUD Accounting and Appropriation Data 15a. Appropriation Number 8611/120174 LRLR/LHD 15b. Reservation Number LHD11-06 (FY11) Amount Previously Obligated \$3,000,000.00 Obligated by this action \$0.00 Total Obligated \$3,000,000.00	

16. Description
Employer Identification: 746002070 DUNS: 066428400 Program: LHD
This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This Grant Amendment will execute grant funds as of October 15, 2011.

Period of Performance: October 15, 2011 through October 14, 2014 (36 months)

ALL OTHER TERMS AND CONDITIONS REMAIN UNDER CHANGED.

17. Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office. <input checked="" type="checkbox"/>		18. Recipient is not required to sign this document. <input type="checkbox"/>	
19. Recipient (By Name): <i>T.C. Broadbax</i> Signature & Title <i>Assistant City Manager</i> Date: <i>10/14/11</i>		20. HUD (By Name): Royal Rucker, Grant Officer Signature & Title <i>[Signature]</i> Date: <i>10/14/11</i>	

Previous editions are obsolete. Form HUD 1044 (8/90) ref. Handbook 2210.17

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
Grant and Cooperative Agreement Terms and Conditions
September 2011

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GRANT/COOPERATIVE AGREEMENT PROVISIONS

GENERAL

The Grant/Cooperative Agreement (also referred to as award document) consists of the HUD-1044, including any special conditions, and these Grant/Cooperative Agreement Provisions. The grantee must comply with the requirements and conditions established in the Grant/Cooperative Agreement.

1. Overview of Award Implementation

This instrument reflects the acceptance of the budget, key personnel and basic conditions of the Applicant's original proposal or any subsequent revision, which was submitted in response to the Notice of Funding Availability (NOFA) for the Department of Housing and Urban Development, Healthy Homes and Lead Hazard Control Grant Programs for the NOFA indicated on the HUD 1044 cover page. As a condition of accepting the grant award, the grantee and sub-recipients, as applicable, agree to the following:

The Grantee shall complete and submit a revised management and work plan (with Benchmark Standards), Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the Grant. These revisions shall update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan and budget. These revisions should be developed according to the instructions included in the OHHLHC program guide developed for your specific grant program or by the Government Technical Representative. If specific issues are not addressed, your grant may be terminated on the basis of failure to successfully conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you have applied. Grantee's conducting lead hazard control activities will not be allowed to draw down funds for interim control and/or hazard abatement activities (i.e., activities that physically alter the home) prior to the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and an approved Request for Release of Funds and Certification as prescribed within this agreement. See OHHLHC Policy Guidance 2008-03 for further details.

a) Change to Obligation Procedures

For the FY2011 awards, HUD will be obligating the funds unilaterally. In the past, funds were not fully obligated until the grantee AND the HUD grant officer signed the HUD-1044. In signing the HUD-1044 before the grantee, HUD only conditionally accepts the budget, key personnel and basic conditions of the original proposal submitted in response to the 2011 Notice of Funding Availability. The basic proposal is subject to discussions and negotiations in order to establish an agreeable management work plan, benchmark schedule, deliverables/outcomes, budget and period of performance. These discussions must be completed by **October 15, 2011**, for which an amended agreement will be issued to incorporate the negotiated changes, and subsequently a revised management work plan, benchmark schedule, and budget (if necessary). **No costs shall be incurred by the Grantee prior to October 15, 2011.** Failure to complete the discussions/negotiations shall result in the cancellation of this agreement in accordance with the NOFA. HUD has the option to extend the negotiation deadline - if warranted.

As a condition of accepting the grant award, the grantee and sub-grantees, as applicable, agree to the following:

The Grantee shall complete and submit a revised management and work plan (with Benchmark Standards); Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any negotiation changes to the work plan and budget. These revisions should be developed according to the instructions included in the Lead Hazard Control Grant Program Policy Guidance developed for your specific OHHLC grant program or that of the Government Technical Representative.

No costs shall be incurred by the Grantee prior to October 15, 2011.

The Grantee will not be allowed to draw down funds for remediation/lead hazard control work in homes (interim controls and hazard abatement) prior to the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and an approved Request for Release of Funds and Certification as prescribed within this agreement.

The Grant Officer will contact you along with the Government Technical Representative or Government Technical Representative's input for discussions to finalize the grant.

After Negotiations are successfully completed, the Grant Officer will issue an amendment to the Grant Agreement (Amendment) that must be signed by the Authorizing Official. Grant Agreement (Amendment) will execute grant funds.

2. Definitions

"Allocable costs" are costs that can be allocated to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. All activities which benefit from the governmental unit's indirect cost, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs. Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

"Direct Costs" are those that can be identified specifically with a particular final cost objective. Typical direct costs chargeable to Federal awards are: Compensation of employees for the time devoted and identified specifically to the performance of those awards; Cost of materials acquired, consumed, or expended specifically for the purpose of those awards; Equipment and other approved capital expenditures; and travel expenses incurred specifically to carry out the award. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives.

"Grant" (or "award") means the award document consisting of the HUD-1044, including any special conditions; these grant provisions refer to either a grant or a cooperative agreement instrument.

"Grantee" as used herein refers to either a recipient of a grant or a cooperative agreement.

"Grant Officer" means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.

"Government Technical Representative" (GTR) means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

"Head of the Awarding Activity" (HAA) means a HUD official, at the Assistant Secretary level or equivalent, with authority for policy, award, and administration of discretionary grants within one or more HUD organizational elements. For this grant, the HAA is the Director of the Office of Healthy Homes Lead Hazard Control.

"Guidelines" refers to the definitions, standards and information contained in the latest edition of the "Guidelines for the Evaluation and Control of Lead-Based Paint in Housing." The Guidelines are incorporated by reference.

"OHHLHC" means the HUD Office of Healthy Homes and Lead Hazard Control.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this award.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program; hereafter, referred to as "grantee" or "recipient."

"Subrecipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program; hereafter, referred to as "subgrantee" or "subrecipient." A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

"Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program.

"Work Plan" refers to the grantee's plan for addressing a specific technical assistance need.

3. Changes to Reporting - Transparency Act reporting.

a) Recipient Reporting to Meet the Requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006 as amended.

(1) Prime Awardee Reporting. Prime recipients of HUD financial assistance are required to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the federal government-wide website www.fsr.gov or its successor system. Starting with awards made October 1, 2010 prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the prime award and subawards, including awards made as pass-through awards or awards to vendors, where both the initial award is \$25,000 or greater or the cumulative award will be \$25,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252, hereafter referred to as the "Transparency Act" and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy guidance. The prime awardee will have until the end of the month plus one additional month after a subaward or pass-through award is obligated to fulfill the reporting requirement. The Transparency Act requires the creation of a public governmentwide website in which the following subaward data will be displayed:

- (a) Name of entity receiving award;
- (b) Amount of award;
- (c) Funding agency;
- (d) North American Industry Classification System (NAICS) code for contracts/CFDA program for financial assistance awards;
- (e) Program source;
- (f) Award title descriptive of the purpose of the funding action;
- (g) Location of the entity (including Congressional district);
- (h) Place of Performance (including Congressional district);
- (i) Unique identifier of the entity and its parent; and
- (j) Total compensation and names of top five executives.

For the purposes of reporting into the FFATA Sub-award Reporting System (FSRS) reporting site, the unique identifier is the DUN and Bradstreet Universal Numbering System (DUNS) number the entity has obtained from Dun and Bradstreet, and for Prime awardees the DUNS number registered in the Central Contractor Registration as required by HUD regulation 24 CFR 5.1004.

(2) Prime Awardee Executive Compensation Reporting. Prime awardees must also report in the governmentwide website the total compensation and names of the top five executives in the prime awardee organization if:

- (a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and

- (b) Compensation information is not readily available through reporting to the Securities Exchange Commission (SEC).
- (3) Subaward Executive Compensation Reporting. Prime awardees must also report in the governmentwide website the total compensation and names of the top five executives in the subawardees, pass-through or vendor organization if:
- (a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
 - (b) Compensation information is not readily available through reporting to the Securities Exchange Commission (SEC.)
- (4) Transparency Act Reporting Exemptions. The Transparency Act exempts any sub-awards less than \$25,000 made to individuals and any sub-awards less than \$25,000 made to an entity whose annual expenditures are less than \$300,000. Subawards with a cumulative total of \$25,000 or greater are subject to subaward reporting beginning the date the subaward total award amount reaches \$25,000. Any other exemptions to the requirements must be approved by the Office of Management and Budget.
- (5) Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417), hereafter referred to as —Section 872. Section 872 requires the establishment of a government-wide data system to contain information related to the integrity and performance of entities awarded federal financial assistance and making use of the information by federal officials in making awards. It is anticipated that the federal data system will be known as the Federal Awardee Performance and Integrity Information System (FAPIS). Only federal officials and the entity will be able to view the information in the FAPIS system.
- b) Further, each recipient of federal funds with a cumulative value greater than \$10 million and their direct (i.e., first-tier) subrecipients would be required to report to the FAPIS system. The data collection requirements include information about certain civil judgments, criminal convictions, and outcomes of administrative proceedings that reached final disposition within the most recent 5-year period and were connected with the award or performance of a federal or state award. Recipients and first-tier subrecipients must report information at least semi annually to maintain the currency of the information. Section 872 also requires that an entity be allowed to submit comments to the data system about any information that system contains about the entity. Use of the FAPIS system requires a DUNS number and current valid registration in the CCR.
- c) Reporting Requirements for Federal Funding Accountability and Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009 that data on subawards be made available on the same website. In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and note that once implemented, grantees will be

required to report their subaward data to HUD or a central federal database. See following websites below:

FFATA Sub-award Reporting System

<https://www.fsrs.gov/>

Grants.gov (Training Webinars)

<http://www.grants.gov/fsrs/index.jsp>

FFATA Information System

<http://www.ffata.org/ffata/>

Grants.gov (Training Webinars)

<http://www.grants.gov/fsrs/index.jsp>

Federal Subaward Reporting System (Contractor User Guide 1.0)

https://www.fsrs.gov/documents/fsrs_contractor_user_guide_1.0.pdf

PROGRAM REQUIREMENTS

1. Administrative Cost

Administrative costs may not exceed 10 percent of the grant award. For more information, please review OMB Circulars (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 - Cost Principles for Nonprofit Organizations) that can be accessed at the White House website, <http://www.whitehouse.gov/omb/circulars/index.html>

2. Administrative Requirements

For Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, awards will be governed by:

- 24 CFR part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- OMB Circular A-21, Cost Principles for Educational Institutions (as applicable)(Relocated to 2 CFR, Part 220);
- OMB Circular A-122, Cost Principles for Non-Profit Organizations (as applicable)(Relocated to 2 CFR, Part 230);
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (Relocated to 2 CFR, Part 215); and
- These Grant/Cooperative Agreement Provisions.

For State/local government grantees, awards will be governed by:

- 24 CFR part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>);
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (Relocated to 2 CFR, Part 225); and
- These Grant/Cooperative Agreement Provisions.

For commercial/for-profit grantees, awards will be governed by:

- 24 CFR part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (HUD as the Federal awarding agency applies part 84 to for-profits) <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>;
- OMB Circular A-133 (HUD's audit requirements for commercial/for-profit recipients are covered by A-133); and
- These Grant/Cooperative Agreement Provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the grantee a onetime cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor Non-HUD funds may be used for conducting remediation prior to receiving Release of Funds/Environmental Certification Clearance that would physically alter the home in any way (e.g. lead hazard control and other rehabilitation/renovation). Refer to 24 CFR § 58.34(a) for a list of exempt activities.

After the Grantee has submitted a Request for Release of Funds and Environmental Certification (Form HUD 7015.15) with supporting documentation it will be reviewed by OHHLHC. Upon the grantees receipt of a letter from OHHLHC, containing the effective approval date of the "Request for Release of Funds and Environmental Certification", federal and non-federal funds may be committed and/or expended on physical remediation of eligible, enrolled units. Contact the OHHLHC Environmental Clearance Officer, Karen M. Griego-West at 213-534-2458 for questions and mail the original and copies to the following addresses:

Originals	Copies:
Karen M. Griego-West Program Environmental Clearance Officer Office of Healthy Homes and Lead Hazard Control U.S. Department of Housing and Urban Development 611 West 6th Street, Suite 805 Los Angeles, CA 90017 Phone: 215-534-2458 Fax: 815-572-0033 Karen.M.Griego-West @hud.gov	(Block 8 Address of HUD-1044) Attn: GTR in Block 9 of HUD-1044

HUD will not make additional payments from the amount awarded to a grantee until the grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

Should the grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The grantee may then be required to finance the project with its own working capital and payment to the grantee may be made by Treasury check to reimburse it for actual cash disbursements.

4. Allowable Costs

This is a cost reimbursement award. The grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown in Block 15 on the HUD-1044, Assistance Award/Amendment. In the event the grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the grantee. HUD shall reimburse the grantee for costs incurred in the performance of this award which are determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by applicable OMB Circulars identified in **Article 2. Administrative Requirements.**

5. Amendments

The Grant/Cooperative Agreement may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

6. Amount of Cost Share (Estimated Cost and Payment – Matching)

The estimated cost for the performance of this grant is the "Total Instrument Amount." See Blocks 14 of the HUD-1044, Assistance Award/Amendment.

The grantee shall be reimbursed by HUD for 100% of costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the grantee in excess of the "Total HUD Amount" in Block 14 of the HUD-1044. HUD reserves the right to withhold three-percent (3%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation) prepared in accordance with the Policy Guidance 2000-02 and/or GTR instructions for the specific OHHLC program and any amendments.

The proposed match contribution to supplement HUD funds is the "Recipient Amount." The grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The grantee is not obligated to contribute more than the "Recipient Amount." However, the grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount." The grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on the SF-425.

For verification of the eligible match source(s) and verification of match for eligible program activities, the grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:

- Name of match source
- Amount of match
- Type of match (cash or in-kind)
- Description /purpose of eligible program activities performed
- Documentation to substantiate the match from the matching organization/entity

The match from the matching organization may include:

- Cash Contributions
 1. General ledger entries;
 2. Expenditure reports;
 3. Invoices;
 4. Signed contracts/agreement;
 5. Timesheets;
 6. Activity reports, etc.
- In-Kind (Including third party contributions)
 1. Donated Equipment, Supplies, Volunteer Services, etc.
 2. Fair Market Determination
 3. Invoices
 4. Timesheets and/or Activity Reports

The grantee must satisfy all statutory matching requirements in the NOFA. If the grantee's actual matching contribution is less than "Recipient Amount" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's match, or to reduce the Government's share proportionally or the grantee may be required to reimburse the Government from non-federal funds the amount of eligible match not met. The grantee shall notify the Government at any time they believe they will not meet its match by the completion of the grant. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

7. Budget

The grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the grantee.

If the grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the grantee will not be allowed to draw down funds, exceeding 10% of the federal amount, until such time that the requirements have been met. Standard Form 425 Financial Status Report, detailing match or in-kind contributions, shall be submitted on a quarterly basis to the GTR via the QPRS or email. OHHLHC must receive a signed original document. A Final Report (along with a final Standard Form 425) is due no later than 90 days after the end of the period of performance. See **Article 6, Amount of Cost Share**, regarding the holdback of 3% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal, leverage and in-kind statutory percent match amounts). Failure to submit a Final Report within 90-days from the end of the grant period of performance may result in the grant being administratively closed and all outstanding funds recaptured. For guidance on how to complete your Final Report, see Policy Guidance 2000-02.

8. Certifications and Assurances

The certifications and assurances submitted in the grantee's application are hereby incorporated into this award document. They include:

- a) Standard Form 424 (SF-424), Application for Federal Assistance
- b) Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c) Applicant/Recipient Disclosure Update Report (HUD-2880) Certification Regarding Parties Excluded From Procurements (HUD Form 5071)
- d) Certification of a Drug-free Workplace (HUD-50070)
- e) Certification of Consistency with the Consolidated Plan (HUD-2991)
- f) HUD Race and Ethnic Data Reporting Form (HUD-27061)
- g) Certification of Consistency with the RC/EZ/EC-II's Strategic Plan (HUD-2990) (if applicable)

9. Changes to Award Agreement

In accordance with 24 CFR 85.30 or 84.25, as applicable, grantees/recipients and sub-grantees/sub-recipients must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated to include the following:

- a) Any revision of the scope or objectives of the project (e.g. change in target area(s), intervention methods, number of units to be completed, benchmarks, etc.) regardless of whether there is an associated budget revision requiring prior approval);
- b) Need to extend the period of performance/availability of funds;
- c) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget. Changes in key personnel as specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval;
- d) Contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party (e.g. vendors) to perform activities, which are central to the purposes of the award.

10. Closeout

The grantee shall provide the closeout documentation to the GTR within 90 days after the end of the performance period, consisting of the following elements:

- a) Final Report, summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period; and
- b) Final Financial Status Report (SF-425) should include an attachment with the breakdown of the match covered during the period of performance.

HUD will notify the grantee in writing when the Grant/Cooperative Agreement is closed. The grantee has three areas of continuing responsibility after closeout of award:

- a) Records and materials must be kept in a safe place and be accessible to auditors and other government officials for a period of at least 3 years from the end of the award's period of performance. This requirement also extends to all sub-grants/sub-awards and subcontracts the grantee has executed for over \$10,000.
- b) Accountability for property continues as long as the grantee holds the property, or for the period of time established by the award document. Disposal of property must be in accordance with the rules established in applicable OMB Circulars and regulations. Program income obtained during the period of performance, including royalties, must be used to support eligible activities subsequent to the award end date.
- c) Notification to the GTR and Grant Officer if at any time during the three-year period after the period of performance, the grantee organization is discontinued or changes location. The GTR and Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

11. Conduct of Work

During the effective period of this grant, the Government Technical Representative identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the grantee, unless the grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Statement of Work/Work Plan. In the event the grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto, shall be borne by the grantee.

12. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501 - 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The grantee is conducting the collection of information at the specific request of HUD; or
- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

13. Contact Information Updates

The grantee shall inform the GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

14. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement/grant; and (b) any rights of copyright to which an grantee or sub-grantee or a contractor purchases ownership with award funds.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at <http://www.hud.gov/library/bookshelf11/>

15. Direct Cost

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 - Cost Principles for Nonprofit Organizations) that can be accessed at the White House website, <http://www.whitehouse.gov/omb/circulars/index.html>.

16. Disputes

During the performance of the grant, disagreements may arise between the grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the grantee. The grantee may appeal the decision within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative.

17. Estimated Cost and Payment - Line of Credit Control System (LOCCS)

The grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "Total HUD Amount" in Block 14 of the HUD- 1044. In the event the grantee incurs cost in excess of this amount, the excess shall be borne entirely by the grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). LOCCS uses a computer software program, which ensures that requested payments do not exceed the amount authorized to the grantee. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the VRS, the grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event the grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days prior to the date such change is to become effective.

In order to have access to LOCCS and the VRS, the grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response Access Authorization Form.

The grantee shall submit to the GTR identified in Block 9 of the form HUD-1044 the *original* documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03).

In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the VRS. Payment requires the authorized grantee to telephone the VRS and provide the Security ID number and requested information. Detailed instructions for establishing and using the LOCCS-VRS were provided in your transmittal letter and are available on OHHLHC's website. Grantees are required to maintain expense related documentation for a period of no less than 3 years from the end of the grant period of performance.

Funds advanced to the grantee shall be maintained in an interest bearing account. Any interest earned by the grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances should be sent to the new Miscellaneous Lockbox as follows:

NationsBank – Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the grantee is a State or local government, the grantee may retain up to \$100.00 of interest earned per grantee's fiscal year for administrative expenses. (24 CFR 85.21)

If the grantee is a University, non-profit or for profit organization, the grantee may retain up to \$250.00 of interest earned per grantee's fiscal year for administrative expenses. (24 CFR 84.22)
State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/>), as it pertains to interest.

18. Equipment

The following equipment is allowable, in accordance with the OHHLHC NOFA for the applicable grant program, to be acquired for the performance of this grant is identified as follows:

- **XRF Instruments:** X-ray fluorescence (XRF) instruments purchased with Federal funds for use in the OHHLHC Grant programs will remain the property of the grantee under the conditions cited in 24 CFR 84.34 or 85.32, as applicable.

19. Flow Down Provisions

If the grantee contracts or sub-awards funds under this agreement with a person or entity to perform work under this award, the grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors, sub-grantees or sub-recipients comply with the requirements of the cooperative agreement/grant.

20. Grantee Certification Program Requirement

The Grantee agrees that any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in

lead-safe work practices), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under its National Lead Laboratory Accreditation Program.

21. HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the grantee's auditor or a cognizant agency has already conducted one.

22. HUD's Substantial Involvement

If this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- a) Review and possibly suggest amendments to the study design, including:
 - 1) Study Objectives
 - 2) Field Sampling Plan
 - 3) Sample Handling and Preparation
 - 4) Sample and Data Analysis
 - 5) Quality Assurance
- b) Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- c) Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

23. Incurrence of Costs

The grantee is allowed to incur costs for activities beginning on the date in Box #5 of the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer with concurrence of the GTR.

24. Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this award document, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block15 of the HUD-1044.

25. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

26. Key Personnel

The personnel, specified as key personnel in the original grant application, Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. The Program Manager shall commit at least 75% of his/her time to the grant. Prior to diverting any of the specified individuals to other work, to include the allocation of time spent on the grant by key personnel, the grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel must be approved by the GTR and may be denied in writing. No diversion shall be made by the grantee without the prior written consent of the Grant Officer.

27. Liability Insurance

Securing liability insurance for housing-related hazard evaluation and control activities is an eligible cost. If the scope of the insurance is restricted to work under this grant; the cost is a direct cost. If the scope of the insurance is not restricted to work under this grant, the insurance cost is either an indirect cost or an administrative cost, depending on the relationship of the insurance applicable for this grant to the applicant's overall insurance policy portfolio. See the detailed explanations of indirect and administrative costs provided in the applicable OMB Circular (A-21 - Cost Principles for Educational Institutions, A-87 - Cost Principles for State, Local, and Indian Tribal Governments, or A-122 - Cost Principles for Nonprofit Organizations) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars/index.html.

28. Limitation on Consultant Payments

Consultants may not be paid, or provided reimbursement for payment, whether retained by the federal government or the grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current fiscal year of performance in which the consultant is retained.

29. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

30. Lobbying Activities Prohibition

The grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

31. Management and Work Plan, Deliverables and Budget

The grantee shall complete and submit a detailed management and work plan (with Benchmark Standards-Form HUD 96008), Deliverables and Budget within 60 days after the effective date of the grant and are subject to review and approval by HUD. These revisions shall update the general plan submitted in the proposal and include any negotiation changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative (GTR) for the grant program as applicable. For the Lead Hazard Control Grant Program, use OHHLHC Policy Guidance Number 2001-03 "Revised Quarterly Progress Reporting Requirements" dated October 1, 2001, as amended, and/or guidance from the GTR. For recipients of all programs, please contact your Government Technical Representative to get specific instructions.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The work plan shall also include a detailed narrative description of how assistance and funding will flow from the grantee to the actual performers of the hazard reduction work; the selection process for sub-recipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan shall indicate how each interdependent task will provide needed inputs to the others. (Also, see Article 38, Project Management System).

The revisions to the management and work plan deliverables and budget, if needed, shall be submitted within 60 days after the effective date of the grant and are subject to review and approval by HUD. When approved by the GTR and the Grant Officer, the work plan, deliverables and budget shall be incorporated as part of the grant agreement and amended/modified accordingly.

32. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) NOFA.
- b) Management and Work Plan.
- c) Statement of Work/Work Plan (excluding the grantee's proposal, if incorporated).
- d) Special Conditions.
- e) Schedule of Articles.

- f) Uniform Administrative Requirements.
- g) Grantee's Proposal (if incorporated).

33. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 8236
Washington, DC 20410-3000

34. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The grantee shall provide all services stipulated in this award agreement for the period of months specified on the HUD 1044, "Assistance Award/Amendment" Continuation Sheet from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within the 90-days after the end of the period of performance.

The grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.

Any extension of the award period can only be authorized by the Grant Officer in writing. Verbal or written assurances of funding from other than the Grant Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

The OHHLHC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of the OHHLHC.

35. Pre-Award Costs

Prior to the effective date of the Grant/Cooperative Agreement, a grantee may, at its own risk, incur costs with prior written approval of the Grant Officer with the concurrence of the GTR. It is expected that grantee's need to incur pre-agreement costs would be a rare occurrence.

36. Profit/Fee

No increment above cost, fee, or profit may be paid to the grantee or any sub-grantee or sub-recipient under this award.

37. Program Income

Any program income derived as a result of this award shall be added to funds committed under your award to further activities eligible for assistance under this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable OHHLHC grant program for which this grant is awarded in accordance with CFR 24 Part 84.24/85.25 as applicable.

38. Project Management System

a) Deliverables

The grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing HUD form 425. Upon approval of the work plan, the grantee should ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

b) Quarterly Progress Reports

Quarterly reports will be due no later than January 30th, April 30th, July 30th and October 30th, for the preceding quarter following the initiation of the grant through project closeout. If a due date falls on a weekend, holiday, or otherwise-closed Federal workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. In addition a separate document illustrating match contribution for each quarter is required. [See article 6] Contracts; training materials; protocols; rosters of persons trained; outreach and educational materials prepared; and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly reports as attachments.

Grantees shall use the Office of Healthy Homes and Lead Hazard Control (OHHLHC) Quarterly Progress Reporting System (QPRS) specified in this clause. The QPRS system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted. The QPRS utilizes quantifiable data and a narrative description of progress. For more specific details and guidance, please refer to the OHHLHC's Policy Guidance Number 2001-03, Revised Quarterly Progress Reporting Requirements, dated October 1, 2001, as amended.

For all grantees Quarterly Progress Reports are to be submitted according to the requirements of the Lead Hazard Control Grant Program Policy Guidance Number 2001-03. The quarterly progress reporting system is web-based and requires an Internet connection. Grantees are to complete the quarterly progress report (Form-HUD-96006) by accessing <http://www-domino5.hud.gov/qprs/qprsr1.nsf>.

In the event that a grantee cannot access the Internet, a "Word template" version is available. Completed quarterly reports in this format should be submitted to grantee_quarterly@hud.gov (use underscore); or other Internet address or other method, as advised by the GTR.

Grantees are to submit quarterly progress reports as soon as possible, but no later than 30 days after the end of each calendar year quarter.

Grantees for all programs are advised that failure to submit timely quarterly progress reports will result in not having their "LOCCS VRS Request Voucher for Grant Payment" processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

c) **Annual Reports**

- **Economic Opportunities for Low- and Very Low-Income Persons (Section 3)**. The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted annually by January 10.
- **Race and Ethnic Data Reporting Form the HUD form 27061**. The Race and Ethnic Data Reporting Form must be submitted annually by January 10.

d) **Final Report**

The Final Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The Report need not be lengthy, but should be of a quality and detail to provide a freestanding description to any outside reader of all of the applicant's work and achievements under the grant. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. See Article 10, Closeout.

39. **Publications and News Releases**

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee's sub-recipients.

Interim and final reports (need to confirm that this includes the required scientific manuscript) may not be published by the recipient or any sub-recipients participating in the work for a period of sixty days (60) after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the recipient or other participants in the work shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any sub-recipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event later than coincidental with release.

40. Review of Deliverables

Deliverables include:

- 1) All interim and final reports,
- 2) Survey instruments required by Statement of Work/Work Plan, if applicable, and
- 3) Other physical materials and products produced directly under the Statement of Work/Work Plan of this grant, if applicable.
- 4) Match, in-kind and leverage commitments, if applicable.

The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the grantee. The grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.

41. Sanctions

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to: requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; removing the grantee from the LOCCS/VRS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant/Cooperative Agreement for non-performance.

42. Scope of Services

The grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in your original/revised application under this NOFA as well as the subsequent Statement of Work / Management and Work Plan and Benchmark schedule.

43. Special Conditions

Special Conditions to this award are listed in the HUD-1044 Continuation Sheets.

44. Suspension and Termination

The Grant Officer may, on reasonable notice to the grantee, temporarily suspend the award and withhold further payments pending corrective action by the grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

LIST OF ACTIONS DUE

Action	Due Date
Management Work plan, benchmarks and revised budget with a breakdown of the match	60 days after award date
Institutional/Environmental Review	Begin process upon award
LHC work/deliverables	After approval of the Institutional/Environmental Review
Quarterly Progress Reports with a separate attached document illustrating match status	Due 30 days after Quarter ends: January 30, April 30, July 30, October 30
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)	Due January 10 th annually
Race and Ethnic Data Reporting	Due January 10 th annually
Annual Audit	Annually based on the Grantee's fiscal year
Deliverables	In accordance with benchmark schedule
Final Report	Up to 90 days after the award end date

San Antonio Green and Healthy Homes Initiative (GHI) Program Administration & Financial Management



Barbara Ankamah
Project Director

Brian Pennartz
Program Manager

Cynthia Saldivar
Outreach Specialist

Construction Specialist I (2)

Processors

Grants

Contracts

(Intake) Promotoras
Sub-grantee

Enrollment

- Unit
- Income
- Eligibility

Contractors

Consultants

Contributing Partners
CasaVerde - CPS
SAWS
UTHSC
San Antonio Fire Dept.

Invoice Processing

Payment Tracking to Vendors

Concurrent Grant Benchmarks

GRANT	ACTIVITY	2013				2014				2015				2016				
		Q1	Q2	Q3	Q4	Q1*	Q2	Q3**	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
2011 LHRD	RA/INSP	25	20	20	20	25	25											
	COMPLETED	15	20	30	10	25	30	27										
2011 HHP	RA/INSP	25	25	25	25	35	35	23										
	COMPLETED	20	20	20	20	35	35	38										
2013 LHRD	RA/INSP								2%	5%	7%	17%	27%	41%	56%	70%	80%	100%
	COMPLETED								5	5	5	20	20	30	30	30	20	42
									5	5	5	15	20	30	35	15	32	35
									3%	5%	8%	15%	25%	41%	58%	66%	82%	100%

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2011 Consultant Fixed Cost List

LEAD-BASED PAINT		
Comprehensive Lead-Based Paint Inspection according to the latest addition of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD 24 CFR Part 35, EPA 40 CFR Part 745, OSHA 29 CFR 1926.62, and TDH Lead Reduction Rules.	PER ROOM	\$ 83.15
Comprehensive Lead-Based Paint Inspection and Risk Assessment according to Chapter 5 of the latest addition of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD 24 CFR Part 35, EPA 40 CFR Part 745, OSHA 29 CFR 1926.62, and TDH Lead Reduction Rules.	PER ROOM	\$ 104.75
Comprehensive Lead-Based Paint Inspection and Risk Assessment according to Chapter 16 of the latest addition of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD 24 CFR Part 35, EPA 40 CFR Part 745, OSHA 29 CFR 1926.62, and TDH Lead Reduction Rules.	PER ROOM	\$ 133.00
Occupant Protection Plan according to the latest addition of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD 24 CFR Part 35, EPA 40 CFR Part 745, OSHA 29 CFR 1926.62, and TDH Lead Reduction Rules.	EA.	\$ 432.25
Contract Monitoring	PER VISIT	\$ 99.75
Soil Samples	EA.	\$ 33.25
Lead in water analysis (same day)	EA.	\$ 53.20
Clearance report	EA.	\$ 319.20
MOLD		
Assessment		
On-site Assessment to include visual, photographs, and moisture measurements	EA.	\$ 465.50
Tape lifts / Bulk Samples non-culturable	EA.	\$ 99.75
Tape lifts / Bulk Samples culturable	EA.	\$ 199.50
Air Samples non-culturable spores only	EA.	\$ 166.25
Air Samples non-culturable spores and other particles (skin,dander,pollen)	EA.	\$ 199.50
Air Samples culturable	EA.	\$ 266.00
PCR (DNA) air sample	EA.	\$ 465.50
Swab non-culturable	EA.	\$ 99.75
Swab culturable	EA.	\$ 199.50
Protocol		
Development of Specs	EA.	\$ 266.00
Site Visits and Clearance		
Site Visit	EA.	\$ 99.75
Clearance with report	EA.	\$ 199.50
ASBESTOS		
Inspection	EA.	\$ 465.50
Bulk Samples	EA.	\$ 19.95
Bulk Sample Point Count 400	EA.	\$ 24.50
Scope of Work	EA.	\$ 465.50
Air Monitoring (8 hr work day - includes on-site PCM sample analysis)	DAILY	\$ 598.50
Air Monitoring (10 hr work day - includes on-site PCM sample analysis)	DAILY	\$ 731.50
Clearance Report	EA.	\$ 319.20
**Clearances to be included in Air monitoring		

CONTRACTOR FIXED UNIT COST LIST 10-2009

LINE ITEMS	FY 10	
MOBILIZATION		
Set-up Interior Containment	SF.	\$ 0.30
Set-up Mini Containment	EA.	\$ 150.00
Set-up Exterior Containment	SF.	\$ 0.22
ROOF SYSTEM		
Remove and replace deteriorated fascia board at perimeter of roof	LF	\$ 4.00
Replace all damaged and deteriorated soffit material with new to match Existing	SF	\$ 4.00
Remove and replace deteriorated gable vents	EA.	\$ 150.00
Replace deteriorated wood deck with 1/2" OSB plywood	SF	\$ 1.70
Patch shingle roof to match existing	SF	\$ 1.40
Patch built up roof to match existing up to 100 SF.	EA.	\$ 580.00
Remove and replace gutters	LF	\$ 4.70
Provide temporary mastic patch on existing roof	SF	\$ 3.50
PORCHES		
Remove existing ceiling from front porch or rear porch and install new 1/2" plywood ceiling to match existing	SF	\$ 4.35
Remove deteriorated flooring on front porch and replace to match existing	SF	\$ 4.60
Replace deteriorated wooden posts on front porch with new. Prime all new wood full coverage.		
a.) 4" x 4" treated	EA.	\$ 86.08
b.) 4" x 6" treated	EA.	\$ 120.17
c.) decorative columns	EA.	\$ 250.00
Demolition of porch (up to 240 SF)	SF	\$ 3.50
EXTERIOR WALLS		
Wet scrape and encapsulate full coverage all exposed exterior wood surfaces. All new wood shall be primed.	SF	\$ 4.18
Remove and replace all damaged and deteriorated exterior siding with new and matching material. Prime all new wood full coverage.	SF	\$ 4.20
Wet scrape, prime and paint exterior of house full coverage to include all trim and openings. (2 coats)	SF	\$ 2.60
Wet scrape and prime only.	SF	\$ 2.05
Remove and replace cement siding	EA.	\$ 12.66
Removal of underpinning	SF	\$ 1.55
WINDOWS		
Replace all interior window trim with new and matching window trim (Use No. 2 grade wood)	LF	\$ 4.00
Replace all exterior window trim with new and matching window trim (Use No. 2 grade wood)	LF	\$ 4.00
Remove top and bottom sashes, wood stops and install new 6 over 6 aluminum window to fit existing opening (2' 0" x 3' 0") up to 8 SF	EA.	\$ 225.00
Remove top and bottom sashes, wood stops and install new 6 over 6 aluminum window to fit existing opening (typical 3' 0" x 5' 0") up to 16 SF	EA.	\$ 285.00
Remove top and bottom sashes, wood stops and install new 6 over 6 aluminum window to fit existing opening (3' 0" x 6' 0") over 16 SF	EA.	\$ 320.00
Remove existing wood sash window, address friction point and reinstall	EA.	\$ 178.00
Remove burgular bars	EA.	\$ 30.00
Remove and replace miniblinds	EA.	\$ 55.00
Remove windows and cover with plywood	EA.	\$ 125.00
Replace broken sash cords and weights	EA.	\$ 48.00
Repair wall framing: Replace existing rotted or missing studs and plates with new 2x4 or 2x6 lumber	SF.	\$ 2.55
DOORS		
Remove old wood screen door and replace with new aluminum storm door and hardware complete.	EA.	\$ 300.00
Abate friction points on door, door jamb, hinges and stike plates, prep and repaint all surfaces	LF	\$ 2.86
Install new interior hollow core wooden flush pre-hung door units including locks and trim complete. Bathroom and bedrooms shall have privacy lock. Paint or stain all interior doors full coverage.	EA.	\$ 270.00

CONTRACTOR FIXED UNIT COST LIST 10-2009

Install new interior hollow core wooden 6-panel pre-hung door units including locks and trim complete. Bathroom and bedrooms shall have privacy lock. Paint or stain all interior doors full coverage.	EA.	\$ 340.00
Replace 36" exterior door with new 36" pre-hung wooden or metal door unit to include:	EA.	\$ 650.00
a) single dead bolt lock (A & B keyed alike)		
b) entry lock		
c) peep hole (front door only)		
d) threshold with vinyl strip		
e) weather-strip (metal with felt or vinyl strip)		
f) new casing and trim complete		
Replace 32" exterior door with new 32" pre-hung wooden or metal door unit to include:	EA.	\$ 625.00
a) single dead bolt lock (A & B keyed alike)		
b) entry lock		
c) peep hole (front door only)		
d) threshold with vinyl strip		
e) weather-strip (metal with felt or vinyl strip)		
f) new casing and trim complete		
Remove and install wooden screen door	EA.	\$ 140.33
Repair wooden screen door	EA.	\$ 144.33
WALLS AND CEILING		
1/2" or 3/8" drywall, tape, float, sand, medium texture	SF	\$ 2.30
Remove walls/ceilings	SF	\$ 2.20
Paint interior of house, full coverage, to include all trim and openings	SF	\$ 2.00
Repair all cracks and poorly taped and floated sheetrock on walls and ceiling	SF	\$ 1.50
Install new pre-finished wooden wall paneling over existing walls to include wood trim.	SF	\$ 2.25
Remove loose and flaking paint and prepare for paint. Apply one coat quality primer And two coats quality paint.	SF	\$ 1.05
CABINETS		
Scrape and repaint friction points	LF	\$ 2.86
Remove and replace existing base cabinets	LF	\$ 150.00
Remove and replace counter top	LF	\$ 22.00
Remove and replace existing wall cabinets	LF	\$ 130.00
Replace bathroom vanity	EA.	\$ 300.00
FLOORS		
Remove existing floor covering throughout house	SF	\$ 0.70
Install underlayment	SF	\$ 2.15
Replace damaged base board		
a) 2" baseboard	LF	\$ 2.65
b) 4" baseboard	LF	\$ 2.90
c) 6" baseboard	LF	\$ 3.20
Paint stabilize baseboard	LF	\$ 2.00
Install new sheet vinyl floor covering with threshold to designated floor area of house	SF	\$ 3.00
Install new shoe mould	LF	\$ 1.70
Sand, seal and varnish existing wood floors	SF	\$ 5.30
Install new pad and carpet (Sleeping areas ONLY)	SF	\$ 3.00
Final Clean (Interior s.f. for areas that need to be cleaned, not entire house)	SF	\$ 0.97
MISCELLANEOUS		
Haul away all construction related debris	JB	\$ 445.00
Remove soil up to 3" deep	SY	\$ 50.00
Backfilling with soil and new sod	SF	\$ 2.45
Remove metal window awning	EA.	\$ 30.00
Backfilling with gravel	SF	\$ 3.55
Refinish bathtub	EA.	\$ 575.00
Removal and disposal of bathtub	EA.	\$ 155.00
Removal and replacement of ceramic tile	SF	\$ 8.45
Install battery operated smoke alarms in all bedrooms and hallways	EA.	\$ 22.00
Remove existing storage shed and replace with new 8x10 storage shed	EA.	\$ 2,000.00
Remove attached/detached carports	SF	\$ 2.00
ASBESTOS		

CONTRACTOR FIXED UNIT COST LIST 10-2009

Interior surfacing material - non friable (other than spray-on/textured material.	SF	\$1.25
Interior surfacing material - friable (other than spray-on/textured material.	SF	\$1.30
Exterior surfacing material (stucco/textured material	SF	\$1.10
Asphalt roofing shingles	SF	\$0.75
Window caulking	LF	\$0.95
2X4 ceiling tile	SF	\$0.30
1X1 ceiling tile	SF	\$0.20
Asbestos linoleum or floor covering (single layer, may include mastic)	SF	\$1.00
Asbestos linoleum or floor covering (multi-layer, may include mastic)	SF	\$1.50
Asbestos floor tile (single layer may include mastic)	SF	\$1.50
Asbestos floor tile (multi layer may include mastic)	SF	\$1.65
Asbestos spray on ceiling/walls	SF	\$1.65
Asbestos sheetrock/joint compound	SF	\$1.75
Asbestos cement siding (apprx. 1ftX2ft)	SF	\$0.35
Asbestos felt paper	SF	\$0.25
Asbestos pipe (transite pipe)	LF	\$3.75
Removal of mastic on pipe insulation	LF	\$2.75
Removal of mastic on duct insulation	LF	\$2.75
Asbestos blown-on or sprayed insulation	SF	\$3.50
Asbestos cement sheets (corrugated, non-corrugated, tiles)	SF	\$1.25
Asbestos wall panel-heater insulation - friable	SF	\$1.00
Asbestos wall panel-heater insulation - non - friable	SF	\$0.75
Sink component removal	EA.	\$25.00
SAFETY		
Faucet - Single Lever - Install a new Moen or equal metal, single lever, washerless poi-temp faucet with a 5 year drip-free warranty	EA.	\$125.00
Grab-bars - Install grab bars at tub and commode. Install eadequate blocking as required. Repair existing wall and install new grab bars to withstand 300 lbs of point pressure. Bars shall be a minimum of 18 guage and 1 1/4 inches outside diameter.	PER	\$200.00
Ramp-Wood - Construct a new pressure treated wheelchair ramp to current code. Ramp material to be minimum 2"x6" or 5/4". Include minimum 5'x5' landing at door. Includes post, handrails and concrete pad 3"x3" at end of ramp to prevent wood contact with ground. Fasten all members with screws or cement coated nails. See HNS general specs.	LF	\$70.00
Sub-floor-repair - Remove all existing damaged, deteriorated and/or rotted sub-flooring and replace with exterior grade plywood of a thickness to match the thickness of the existing sub-floor as required.	SF	\$1.00
Floor-Repiar - Cut out damaged flooring. Install new tongue and groove flooring flush with existing floor.	SF	\$5.00
Tile-Vinyl Composition Tile - Install new 12"x12"x1/8" vinyl composition tile, manufactured by Azrock or equal. Install to manufacture specification. See HNS general specs. (All transitions must be smooth and can not exceed 1/4" rise in 4" run.)	SF	\$2.50
Roof-metal-repair and paint - Scrape and patch existing metal roof and remove all loose material. Apply two coats of aluminum roof sealer with fiber, apply second coat while first coat is still tacky.	SF	\$1.20
Roof Sheqathing/Decking - Install exterior grade plywood sheathing with "H" clips, grain direction at right angles to rafters nailed 6" O/C with minimum of 8d nails. End joints must fall on center of rafters, Stagger all joints. See HNS general specs.	SF	\$1.25
Shingle-Composition - Install 15 lb. felt, 20 year warranty self sealing, fiberglass/asphalt strip shingles. Replace all flashing including valleys, roof jacks and metal edge strip. Color selection is H/O choice of in-stock materials.	SF	\$1.00
Steps-wood repair - Replace all rotted or missing members with new pressure treated material. Fasten with screws or cement coated nails.	LF	\$20.00
Debris disposal - Dispose of all debris from worksite and yard in code legal dump. Leave work area in broom clean condition.	EA.	\$300.00
Railing-wood repair - Tighten loose and replace broken and missing balusters. Tighten top and bottom rails and posts. Fasten with screws or cement coated nails. Match existing parts with replacements as close as possible.	LF	\$4.00
MOLD REMEDIATION		
Notification - State notification.	EA.	\$103.00
Remediation		
Mobilization	EA.	\$600.00
Establish Negative Containment as described in Protocol to include Decon unit	EA.	\$150.00

CONTRACTOR FIXED UNIT COST LIST 10-2009

Apply spray (micro particle) Bio-cide to kill mold	SF.	\$2.00
HEPA vacuum mold spores/hypae	SF.	\$5.00
Wire brush / Sand	SF.	\$7.50
Remove wall board	SF.	\$4.50
Remove insulation	SF.	\$1.00
Apply fungicide	SF.	\$5.50
Final cleaning	SF.	\$0.97
Cleaning		
Wipe with Bio-cide	SF.	\$6.00
HEPA vacuum mold spores/hypae	SF.	\$5.00
Apply fungicide	SF.	\$5.50
HEPA vacuum furniture	SF.	\$5.00
Wipe hard furniture with Bio-cide	SF.	\$6.00
Dry, HEPA vacuum, clean, and treat carpet	SF.	\$7.50
Other		
Set-up and rent HEPA air scrubber	DAY	\$127.50
Set-up and rent de-humidifier	DAY	\$127.50
Write workplan based on MAC Protocol	EA.	\$200.00
Certificate of Mold Damage Remediation	EA.	\$50.00

NOTE : ALL REPAIRS AND INSTALLATION MUST BE TO MANUFACTURERS SPECIFICATION AND CITY CODE.

City of San Antonio Lead-Based Paint Hazard Control Program Trainer Fixed Unit Cost List

Trainers will comply with all Federal and State Regulations:

1. Lead Inspector

Initial: \$400.00 (per student) Refresher: \$150.00 (per student)

2. Lead Risk Assessor

Initial: \$240.00 (per student) Refresher: \$150.00 (per student)

3. Lead Supervisor

Initial: \$450.00 (per student) Refresher: \$150.00 (per student)

4. Lead Worker

Initial: \$300.00 (per student) Refresher: \$125.00 (per student)

5. 8-Hour Lead Safe Work Practices

Cost: \$125.00 (per student)

6. Childcare Provider Training

Cost: \$100.00 (hourly group rate)

7. Property Owner/Manager Lead Hazard Prevention Training

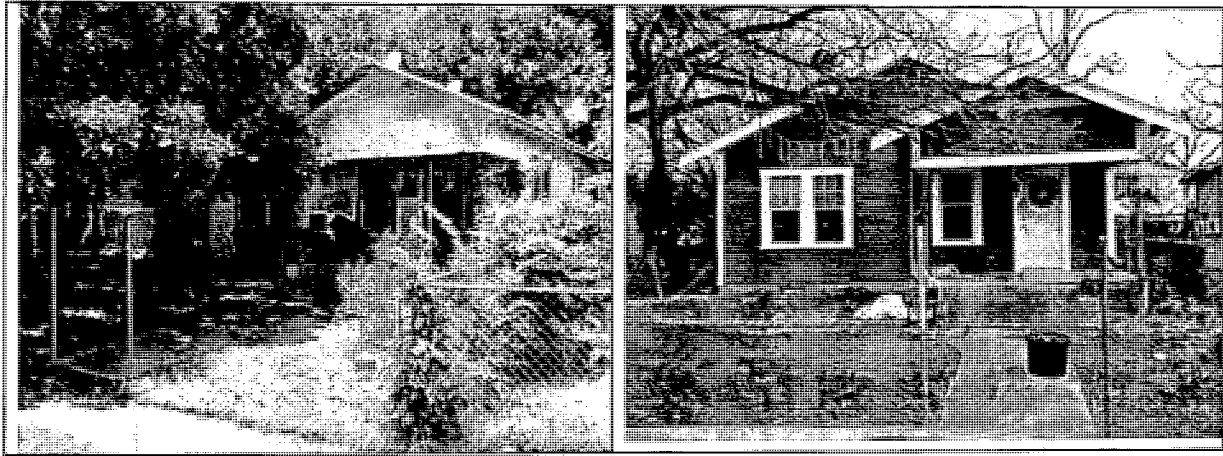
Cost: \$100.00 (hourly group rate)

8. Do-it-yourself Workshops

Cost: \$100.00 (hourly group rate)

9. Lead Awareness Training

Cost: \$100.00 (hourly group rate)



Before

After

136 Hammond

House was addressed under LHC & GHHI

Scope of Work LBP:

- Paint stabilization of all exterior surfaces.
- Abate baseboards, window casings, sills and aprons
- Replace windows with low-e energy efficient windows
- Abate friction points on doors, jambs, casings and thresholds

Scope of work GHHI

- Trim trees away from house.
- Replace Water heater closet door
- Run new gas lines for hot water heater and furnace

U.S. Department of Housing
and Urban Development

Certification of Consistency with Sustainable Communities Planning and Implementation

I certify that the proposed activities/projects in this application are consistent with the Livability Principles advanced by communities in the FY2010 Sustainable Communities Regional Planning and HUD-DOT Challenge Grants.

(Type or clearly print the following information)

Applicant Name:

Name of the Federal Program to
which the applicant is applying:

Name of the Preferred Sustainable
Communities Status Community:

I further certify that:

- (1) The applicant is engaged in activities, that in consultation with the designated Point of Contact of the HUD designated Preferred Sustainability Status Communities, further the purposes of the regional planning grant program;
- (2) The applicant's proposed activities either directly reflect the Livability Principles cited and contained in HUD's General Section to the FY2011 NOFAs or will result in the delivery of services that are consistent with the goals of the Livability Principles;
- (3) The applicant has committed to maintain an on-going relationship with the HUD Preferred Sustainability Status Communities for the purposes of being part of the planning and implementation processes in the designated area.

Name of the Official Authorized to Certify the Preferred Sustainable Communities Status meets the above criteria to receive bonus points:

Trish Wallace

Title: Regional Planning Manager

Organization: City of San Antonio

Signature: *Trish Wallace*

Date: 1-23-13
(mm/dd/yyyy)

City of San Antonio
Lead Hazard Reduction Demonstration Program
Budget Narrative

1. Personnel:

Guillermo Perez', Construction Specialist I, primary responsibility is to assign lead hazard control projects to the state certified contractors under contract with the city, review Risk Assessments/Comprehensive Lead Inspections, review lead hazard control costs proposals and timelines and coordinate the lead hazard control work and healthy homes work with the homeowner. Mr. Perez will also monitor the lead hazard control work on a daily basis by conducting site visits and ensure all lead hazard control work is conducted in accordance with HUD, EPA and OSHA regulations and is completed on time as per the grant benchmarks. He also oversees historical reviews, environmental reviews, project bidding, temporary relocation activities, and ensures all work is completed on time and within the allowable budget. His total personnel requirement for three years is \$84,768.56.

Cynthia Saldivar's, Community Services Specialist, primary responsibility is to coordinate outreach efforts with local non profit groups. She acts as a representative for the program at local community functions, using the time to educate people about the Program. She attends Community Health Fairs in order to conduct outreach. She answers incoming calls from the community inquiring about the Program. She completes the eligibility for the Program including, but not limited to: mailing applications, verifying income eligibility, and making sure all paperwork is turned in as required to ensure eligibility. If ineligibility for the program is determined, she is responsible informing the clients that they were deemed ineligible and why. She will also track the number of eligible applicants to ensure enough eligible applicants are in place so that benchmarks are met for units tested and completed. She takes the covenants to be filed at the Bexar County Courthouse to ensure that landlords comply with the conditions of the program. Her total personnel requirement for three years is \$125,792.21.

Barbara Ankamah's, "Project Director", primary role is to provide overall direction on this project including tracking deliverables for applicable grants, checking compliance of contracts/Memorandums of Understanding (MOUs), overseeing finances, preparing drawdown information for the Finance Department to submit to HUD, and preparing and adjusting grant budgets. Her total personnel requirement for three years at 25% is \$25,953.07. This is paid through CDBG funds and is part of the in-kind match.

Brian Pennartz', "Day-to-Day Project Manager", primary role is to manage workflow for staff, consultants, and contractors; ensure benchmarks are met quarterly and identify any impediments to meeting the requirements when necessary. He also reviews all lead hazard control activity reports, ensures that the homeowner clearly understands all tests, and conducts environmental reviews for all lead projects. His total personnel requirement for three years at 75% is \$150,158.75. This is paid through CDBG funds and is part of the in-kind match.

2. Fringe Benefits:

In addition to personnel requirements, fringe benefits in the amount of \$161,487.71 will also be required for three years. Of this, \$89,244.93 will be paid through the grant and \$72,242.78 is in-kind paid through CDBG funds. This figure includes Social Security, Retirement, Health Insurance, Personal Leave Buyback and Language Skills pay.

*The total Administrative Cost to be paid through the grant is \$299,805.70 for three years. This does not exceed the 10% maximum.

3. Travel:

Interfund Rental of City Motorpool vehicles will be requested for three years. The total cost is \$35,000 for the rental of two City vehicles. The rental of the vehicles will allow for San Antonio's Green & Healthy Homes (SAGHH) staff to conduct onsite monitoring and attend outreach events.

Trips to HUD Headquarters in Washington D.C.:

An amount of \$15,000 has been requested for at least one trip per year (total of three trips) to Washington, DC for the Program Director and Day-to-Day Program Manager and for other HUD sponsored conferences.

4. Equipment:

None requested

5. Supplies and Materials:

A total budget of \$18,800 for three years has been requested. This budget includes:

Printing - \$5,000 for printing of applications and outreach materials

Supplies - \$4,000 for purchase of items such as file folders, pens, pencils, highlighters, writing pads, paper, staples, tape, computer/printer supplies, etc.

Machinery & Equipment - \$1,000 for the purchase of blackberries

Tools, Apparatus and Accessories - \$800 for the purchase of field equipment

Computer Equipment - \$5,000 for the purchase of up to 5 replacement computers (@ \$1,000 each)

Furniture and Fixtures - \$3,000 for the purchase furniture

6. Consultants:

Lead training will be provided upon award of this grant. A total budget of \$18,043.55 will be set aside to train a minimum of 21 individuals over the course of three years to include Project Designer, Risk Assessor, Inspector, Supervisor, Worker, EPA's RRP class.

7. Contracts and Sub-Grantees:

A total of \$82,000 (average \$3600/month), over 2 years, will be provided to Family Service Association to pay for outreach personnel (*Promotoras*) to walk target areas, conduct application intake and educate families on lead hazards. Those families that qualify will then be referred to the program.

Risk Assessment/Inspections – A budget of \$207,000 has been requested to conduct 207 risk assessments/comprehensive lead inspections at an average cost of \$1,000 per unit.

Lead Hazard Control Work - A budget of \$2,440,600 has been requested to address lead hazards (both abatement and interim control measures), prepare Occupant Protection Plans, conduct Clearances and create Close-out documents within 197 homes at an average cost of \$12,388.83 per unit. This budget line item includes \$510,000 of Community Development Block Grant (CDBG) match for year 1. The SAGHH will continue to apply for additional CDBG funds in years 2 and 3 to continue leveraging funds.

A total of \$2,729,600 is budgeted for Sub-grantees.

8. Construction Costs: N/A

9. Other Direct Costs:

A total budget of \$393,750.75 for three years has been requested. The budget includes:

Relocation – A budget of \$355,650.75 has been allocated for the motel stay of 150 families during lead hazard control work at an average cost of \$1,714.34 per household and 197 storage units (at an average cost of \$500 per household) for items to be stored while work is conducted within the home.

Cellular Phones (service) - \$10,000 has been allotted for the use of cell phones and office phones
Mail and Parcel Post – \$2,000

Membership Dues and Licenses – \$6,000 for renewal of Lead Certifications through Texas Department of State Health Services.

Advertising/Marketing – \$20,000 total - \$2,000 for advertising costs to include newspaper publishing costs for the ERR and Requests for Qualifications as needed and \$18,000 for marketing supplies for the lead program.

Maintenance and Repairs - \$100 for repair of computers

10. Indirect Costs: N/A

Lead Hazard Control Direct Costs meet the minimum 80% and include:

➤ Hazard Control Work	\$1,930,600
➤ Risk Assessment/Inspections	\$207,000
➤ Relocation	\$355,650.75
➤ Family Service Assoc (<u>Promotoras</u>)	<u>\$82,000</u>

In-kind match includes \$176,111.82 in Personnel, \$72,242.78 in Fringe Benefits, and \$510,000 for lead hazard control work. The total in-kind is \$758,354.60 which equates to the required 25%.

GO

Human Resources

CITY OF SAN ANTONIO
HUMAN RESOURCES DEPARTMENT



Information at your Fingertips

"To be on a quest is nothing more or less than to become an asker of questions."
-Sam Keen

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Civilian Employees Retirement

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Retirement

Texas Municipal Retirement System (TMRS)

The City of San Antonio offers a mandatory retirement plan to its full-time non-uniformed employees upon their date of hire with the City. This retirement plan is administered by Texas Municipal Retirement System (TMRS). Contact TMRS at (800) 924-8677 or on the web at www.tmrs.org with questions or for more information.

- The employee contribution to the plan is 6% of salary.
- City's contribution is 2 times employee contribution.
- Employees become 100% vested after 5 years of service.
- Criteria for retirement: 5 years of service at age 60, or 20 years of service at any age.

Deferred Compensation (457) Programs

The City of San Antonio provides employees an additional way to put even more money toward retirement directly from their paycheck through a Section 457 Deferred Compensation Plan. The plan is designed to be a supplement to the City's mandatory retirement plan and is an additional way to invest long-term.

Nationwide Retirement Solutions and ICMA Retirement Corporation are the City's deferred compensation providers. Representatives from these companies are on-site at the City's Human Resources Department weekly. Contact Human Resources Customer Service at (210) 207-8705 to schedule an appointment with a provider or for more information on how to enroll.

More About Deferred Compensation:

- The minimum contribution for deferred compensation is \$10 per pay period.
- The maximum contribution for 2009 is \$16,500.
- For employees over age 50, the maximum contribution for 2009 is \$22,000.
- There are 26 payroll deductions for deferred compensation per calendar year.

ICMA

(800) 735-7202

www.icmarc.com

A local representative is on-site at the Human Resources Department at 111 Plaza de Armas every Thursday.

Nationwide Retirement Solutions

(877) 677-3678

www.nrsforu.com

A local representative is on-site at the Human Resources Department at 111 Plaza de Armas every Tuesday.

111 Plaza de Armas, San Antonio, Texas 78205 - Phone (210) 207-8108 V/TTY: (210) 207-4325

2011 Benefits Matters

City of San Antonio Employee Benefits Guide



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Open Enrollment: October 18 - November 17

Quick Look

- Open Enrollment is Oct. 18—Nov. 17, 2010
- Open Enrollment Fairs, page 12
- EPO Plan is no longer available; if you are enrolled in the EPO Plan and do not change your election during Open Enrollment, you will be automatically enrolled in the Premier PPO plan
- Employee-Only Value Plan will now have a premium: \$3.50 bi-weekly for those employees hired before Jan. 1, 2009 and \$6 for those hired after Jan. 1, 2009

Health Care Reform

The Patient Protection and Affordable Care Act was signed into law on March 23, 2010. Under the new law, health plans are required to adopt certain changes. Effective with health care reform, you will no longer need to show proof of student status, residency, or financial responsibility for your dependent children. Following are highlights of changes for 2011. Visit www.sanantonio.gov/hr for regular updates and information.

- Adult children, including biological children, stepchildren, adopted children and foster children may be enrolled in the health plan up to age 26.
- Most health plan lifetime maximums will be eliminated.
- All preventive health care services are covered at 100%, which means no co-pays, deductibles or annual limits on covered services.
- Exclusions for pre-existing conditions are eliminated for children under age 19.
- Over-the-counter drugs (other than insulin) can no longer be reimbursed through Flexible Spending Accounts without a prescription.

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CONTACTS

Organization	Phone	Website
Human Resources Department	(210) 207-8705	www.sanantonio.gov/hr hrcustomerservice@sanantonio.gov
City Employee Health + Wellness Center	(210) 921-2672	--
Dearborn National Life Insurance	(800) 778-2281	www.fdl-life.com
Employee Assistance Program (Deer Oaks)	(210) 615-8880	www.deeroaks.com
ICMA Retirement Corporation	(800) 735-7202	www.icmarc.org
Safeguard Dental HMO	(800) 880-1800	www.metlife.com/mybenefits
CitiDent PPO	(800) 942-0854	www.metlife.com/mybenefits
Nationwide Retirement Solutions	(877) 677-3678	www.nrsforu.com
Texas Municipal Retirement System	(800) 924-8677	www.tmr.org
UnitedHealthcare	(800) 996-2078	www.myuhc.com
UnitedHealthcare Vision	(800) 638-3120	www.myuhcvision.com

Life Insurance and Retirement



Life Insurance

Every full-time employee is provided with Basic Life and Accidental Death & Dismemberment Insurance with Dearborn National Life Insurance Company (formerly Fort Dearborn) to help protect your family in the event of your death. In addition to the basic life insurance you receive, you are also eligible to buy additional voluntary life insurance for yourself and your dependents.

- The City provides all full-time civilian employees with one (1) times annual salary in **Basic Term Life Insurance** and an additional one (1) times salary in the event of an **Accidental Death and/or Dismemberment**. The City pays the entire cost of this coverage.
- Voluntary **Supplemental Life Insurance** of up to five (5) times an employee's annual base salary or \$300,000 - whichever is less - is also available. The cost of the coverage varies by the employee's age and the amount of coverage. Benefits are reduced at age 70. See plan certificate of coverage at www.sanantonio.gov/hr for more details. New employees may enroll in up to two (2) times their annual salary or \$200,000 supplemental life insurance without answering any medical questions during the first 31 days of employment. Enrollment after that time may be requested during the annual open enrollment period upon successful completion and approval of an Evidence of Insurability Questionnaire. Coverage requested after the first 31 days of employment cannot be guaranteed.
- Employees may purchase optional **Dependent Life Insurance** at a fixed bi-weekly premium cost of \$2 regardless of the number of covered dependents. In the event of a death, the plan will pay \$25,000 for a spouse and/or \$10,000 for each dependent child through age 20 (or age 25 if a full-time student).

Texas Municipal Retirement System (TMRS)

The City of San Antonio participates in the Texas Municipal Retirement System. Combined with Social Security benefits and personal retirement savings accounts, TMRS benefits can help provide financial security for employees during retirement. The employee contribution is 6% of salary, and the City's contribution is two (2) times the employee contribution. Employees become vested after five (5) years of service. Criteria for retirement is five (5) years of service at age 60 or 20 years of service at any age.

Specific details about TMRS benefits, including benefit estimates, may be obtained at the TMRS web site at www.tmr.org or by calling TMRS at (800) 924-8677.

Retirement Savings Accounts (Deferred Compensation)

The City of San Antonio provides employees an additional way to save for retirement through two (2) Section 457 Deferred Compensation Plans. The plans are designed to be a supplement to an employee's TMRS benefits. Nationwide Retirement Solutions and ICMA Retirement Corporation are the City's deferred compensation providers. Representatives from these companies are on-site at the Human Resources Department weekly.

Contribution limits are set yearly by the Internal Revenue Service. Consult your Deferred Compensation plan representative for information on the maximum contributions for 2011. City employees who wish to participate must contribute a minimum contribution of \$10 per paycheck. As long as an employee elects to participate, a deduction will be taken from each of the 26 paychecks per year. An employee may stop deductions at any time by contacting the retirement plan provider or the Employee Benefits Office.

Open Enrollment Fairs

Date/Time	Facility	Room	Address
Tuesday, October 19 5:00 - 8:00 p.m.	Development and Business Service Center (One-Stop)	Training Rooms A&B	1901 S. Alamo St., 78204
Thursday, October 21 10:00 a.m. - 2:00 p.m.	International Center	3rd Floor Conference Room	203 S. St. Mary's St., 78205
Friday, October 22 10:00 a.m. - 2:00 p.m.	Ron Darner Building	Enrique Barrera Fitness Center	5800 Old Highway 90 W., 78227
Tuesday, October 26 10:00 a.m. - 2:00 p.m.	Municipal Plaza Building	Mezzanine Level	114 W. Commerce St., 78205
Thursday, October 28 6:30 - 10:30 a.m.	Northeast Service Center	Building 1, Conference Room	10303 Toolyard, 78233
Thursday, November 4 5:30 - 8:00 p.m.	Lady Bird Johnson Park (On-site Dependent Validation available)	Lou Hamilton Community Center	10700 Nacogdoches Rd., 78217
Friday, November 5 10:00 a.m. - 2:00 p.m.	SAFD Training Academy (On-site Dependent Validation available)	Gym	300 S. Callaghan Rd., 78228

Additional Benefits

Employee Leave

- Personal and Annual Leave - For more information or to view Administrative Directive 4.4, Leave Administration, visit www.sanantonio.gov/hr/employee_information/benefits/employee_leave.asp.

Training, Professional Development and Recognition

- Training Catalogue - Visit the COSAWeb to view the catalogue.
- Tuition Assistance - For complete details, visit www.sanantonio.gov/hr/employee_information/training_education/training_tuition.asp.
- Employee Recognition Program - For information, visit www.sanantonio.gov/hr/employee_information/training_education/training_excellence.asp.

FY 2010-2011 Holiday Schedule

- Veteran's Day**, November 11, 2010
- Thanksgiving Day**, November 25, 2010
- Day After Thanksgiving**, November 26, 2010
- Christmas Eve**, December 24, 2010
- Christmas Day**, December 27, 2010
- New Year's Eve**, December 31, 2010
- Martin Luther King, Jr. Day**, January 17, 2011
- President's Day**, February 21, 2011
- Fiesta San Jacinto Day**, April 15, 2011
- Memorial Day**, May 30, 2011
- Independence Day**, July 4, 2011
- Labor Day**, September 5, 2011

*In addition to the twelve (12) holidays, civilian employees may choose one (1) additional day of their choice to serve as a Floating Holiday.

CITY OF SAN ANTONIO
HUMAN RESOURCES DEPARTMENT
Interdepartmental Correspondence

TO: Executive Team

FROM: Flor D. Garcia, Interim Human Resources Director

COPIES: Executive Leadership Team

SUBJECT: Addendum to Administrative Directives 4.4 Leave Administration and
AD 4.84 Workers' Compensation

DATE: May 9, 2011

For the purpose of appropriately applying Administrative Leave With Pay payroll coding to time off from work taken for doctor's appointments or rehabilitation sessions in association with the Workers' Compensation injuries, the following provisions will become an addendum to **Administrative Directive 4.4, Leave Administration and Administrative Directive 4.84, Workers' Compensation Program**. These policy changes shall be made effective on the date of signature and shall not affect previously dated leave.

The proper Administrative Leave Payroll Code is **WC01**. To ensure accurate time tracking, this Payroll Code must not be used for any other purpose

Administrative Directive 4.4, Leave Administration, Section IV, Police Guidelines, Subsection B, 1 Administrative Leave is hereby revised to include the following paragraph:

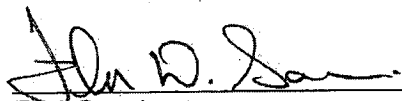
Administrative Leave with Pay shall be granted to employees with a qualified Workers' Compensation injury and who have returned to work on a full-time basis for the purpose of attending medical appointments, including but not limited to doctor's appointments or appointments for rehabilitative therapy. Administrative Leave for this purpose applies to employees who have not reached Maximum Medical Improvement (MMI), and who provide documentation of the appointment from the medical provider prior to the time of the appointment and documentation of the time the appointment ended. Administrative Leave for appointments shall be limited to 2.5 hours per day, unless documentation provided by the employee indicates the duration of the appointment(s) was longer. Administrative Leave shall not be approved without the appropriate documentation. Qualified employees are strongly encouraged to schedule appointments during times best suited to meet the needs of their department.

Paid Administrative Leave shall also be granted to employees requiring medical attention on the day an accident occurs; in such cases, the Paid Administrative Leave may not be for a period greater than one (1) working day.

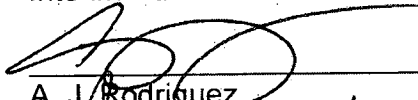
Administrative Directive 4.84, Workers' Compensation Program, Section 3, Subsection H Injury Leave is hereby revised in its entirety to the following:

Administrative Leave with Pay shall be granted to employees with a qualified Workers' Compensation injury and who have returned to work on a full-time basis for the purpose of attending medical appointments, including but not limited to doctor's appointments or appointments for rehabilitative therapy. Administrative Leave for this purpose applies to employees who have not reached Maximum Medical Improvement (MMI), and who provide documentation of the appointment from the medical provider prior to the time of the appointment and documentation of the time the appointment ended. Administrative Leave for appointments shall be limited to 2.5 hours per day, unless documentation provided by the employee indicates the duration of the appointment(s) was longer. Administrative Leave shall not be approved without the appropriate documentation. Qualified employees are strongly encouraged to schedule appointments during times best suited to meet the needs of their department.

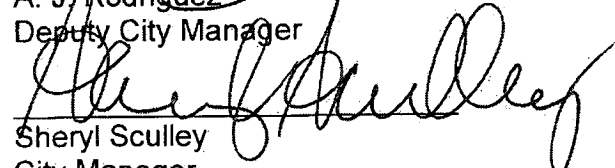
Paid Administrative Leave shall also be granted to employees requiring medical attention on the day an accident occurs; in such cases, the Paid Administrative Leave may not be for a period greater than one (1) working day.


Flor Garcia
Interim Human Resources Director

5/9/11
Date


A. J. Rodriguez
Deputy City Manager

5/9/11
Date


Sheryl Sculley
City Manager

5-10-11
Date

ADMINISTRATIVE DIRECTIVE 4.4

LEAVE ADMINISTRATION

Effective Date: June 1, 2007

Revision Date(s):

I. PURPOSE

This administrative directive defines and provides guidelines for the types of leave available to City of San Antonio civilian employees.

II. POLICY

The City of San Antonio allows civilian full-time employees to accrue and take leave for vacation, holidays, illness or other personal matters. The City also has additional leave benefits for paid and unpaid leave. This administrative directive does not apply to uniformed employees under collective bargaining agreements and trainees attending the Police and Fire Academies.

It is intended that the Annual Leave and Personal Leave provided by this policy to employees may be used for and shall comply with any federal or state law requirement to provide paid sick/medical leave.

III. DEFINITIONS

- A. **Anniversary Date** – the annual date coinciding with an employee's date of hire into a full-time position.
- B. **Calendar Year** – the annual period from January 1st through December 31st.
- C. **Civilian Employee** – any employee not a member of the uniformed service in the San Antonio Police and Fire Departments.
- D. **Civil Service Employee** – a City employee who is covered by Municipal Civil Service as provided in the City Charter of San Antonio, Article VI.
- E. **Fiscal Year** – the annual period from October 1st through September 30th.
- F. **Mandatory Work Cycles** – periods established by a department in accordance with Administrative Directive 4.2, Workplace Attendance, during which requests for leave shall not be granted due to anticipated workload demand.
- G. **Separation** – the date an employee retires, resigns, dies, or is dismissed from employment with the City of San Antonio.

IV. POLICY GUIDELINES

- A. The City provides the following accrued leave for *civilian employees* (unless specified, these provisions apply to full-time civilian employees only):
 - 1. **Annual Leave**: Provided for vacation, illness, or to attend to personal matters, this leave accrues monthly on the employee's *anniversary date* following completion of the initial six month employment period. Non-Executive employees accrue a maximum of 400 hours per *calendar year*. Unused balances may be carried over to the next *calendar year* up to a

ADMINISTRATIVE DIRECTIVE 4.4

LEAVE ADMINISTRATION

Effective Date: June 1, 2007

Revision Date(s):

maximum of 400 hours--employees on approved Family and Medical Leave, Extended Sick Leave (short term disability), Workers' Compensation, and Military Leave may carry over to the next *calendar year* amounts greater than 400 hours. Annual Leave is paid out at the time of the employee's separation, with up to 400 hours paid for Non-Executive employees.

A Civil Service employee with a suspension of five workdays or less may utilize Annual Leave to substitute for leave without pay (LWOP) and forgo his/her appeal process. An employee shall only be allowed one substitution per *fiscal year*.

YEARS OF SERVICE	YEARLY ACCRUAL (days/hrs)	ANNUAL LEAVE ACCRUAL											
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12*
Less than < 1 yr	5 days/ 40 hours	00	00	00	00	00	00	06	06	06	06	06	10
1 yr < 5 yrs	12 days/ 96 hours	08	08	08	08	08	08	08	08	08	08	08	08
5 yrs < 10 yrs	14 days/ 112 hours	09	09	09	09	09	09	09	09	09	09	09	13
10 yrs < 15 yrs	16 days/ 128 hours	10	10	10	10	10	10	10	10	10	10	10	18
15 yrs < 20 yrs	18 days/ 144 hours	12	12	12	12	12	12	12	12	12	12	12	12
20 yrs < 25 yrs	20 days/ 160 hours	13	13	13	13	13	13	13	13	13	13	13	17
25 yrs and above	22 days/ 176 hours	14	14	14	14	14	14	14	14	14	14	14	22

*Month 12 is the month of the employee's anniversary date of hire

- Personal Leave:** Provided for vacation, illness or to attend to personal matters, this leave accrues on a quarterly basis. New employees are granted 40 hours of Personal Leave upon completion of their initial six month employment period. Thereafter, the employee will receive Personal Leave each January, April, July, and October after the completion of their twelve (12) months of employment.

Personal Leave accruals must be used within a *calendar year*, with unused hours forfeited or sold if eligible to be bought back by the City in December of each year. Employees, who have not yet completed their initial 12 months of employment by December 31st, may carry over their Personal Leave balance to the following year.

Example: An employee is hired on March 8th and will complete nine months of service as of December 31st of that year. Since the employee does not have a full year of service in December, he/she may carry over Personal Leave hours to the following year.

Eligible employees may "sell back" to the City a portion of unused Personal Leave hours in December of each year. To be eligible to participate in the buy-back, individuals must be

ADMINISTRATIVE DIRECTIVE 4.4

LEAVE ADMINISTRATION

Effective Date: June 1, 2007

Revision Date(s):

employed on the date the buyback checks are issued. Personal Leave hours less than one hour will not be paid out and must be used or forfeited.

The number of Personal Leave hours an employee accrues throughout the year is based on years of service as of January 1st of each year and is fixed for that *calendar year*.

Example: A three year employee reaches 4 years of service on July 30th. The employee will continue to accrue 14 hours (rate of hours accrued for 3 years < 4 years) of Personal Leave until January 1st of the following year. On January 1st, the employee will accrue 16 hours (rate of hours accrued for 4 years < 5 years) of Personal Leave quarterly.

Accrual and buy-back hours are as indicated in the PERSONAL LEAVE chart.

PERSONAL LEAVE			
<u>ACCRUAL TABLE –</u> <u>YEARS OF</u> <u>EMPLOYMENT</u> (As of January 1 st of the current year)	<u>ACCRUAL TABLE –</u> <u>HOURS ACCRUED</u> <u>PER QUARTER</u> (January, April, July, & October)	<u>ACCRUAL TABLE –</u> <u>DAYS/HOURS</u> <u>ACCRUED PER</u> <u>YEAR</u>	<u>HOURS ELIGIBLE</u> <u>FOR BUY-BACK</u>
Less than 6 months	0 hours	0 days/0 hours	0 hours
6 months < 1 year	0 hours	5 days/40 hours	0 hours
1 year < 2 years	10 hours	5 days/40 hours	16 hours
2 years < 3 years	12 hours	6 days/48 hours	32 hours
3 years < 4 years	14 hours	7 days/56 hours	48 hours
4 years < 5 years	16 hours	8 days/64 hours	64 hours
5 years < 6 years	18 hours	9 days/72 hours	72 hours
6 years < 7 years	18 hours	9 days/72 hours	72 hours
7 years < 8 years	18 hours	9 days/72 hours	72 hours
8 years < 9 years	18 hours	9 days/72 hours	72 hours
9 years < 10 years	20 hours	10 days/80 hours	80 hours
10 years and above	20 hours	10 days/80 hours	80 hours

Any Personal Leave balances remaining at the time of an employee's *separation* will be forfeited and not paid.

Employees on Family and Medical Leave, Extended Sick Leave (short-term disability), and Workers' Compensation that are eligible to participate in the buy-back process may participate in December, of each year. Employees on military deployment that meet the eligibility criteria will receive their buy-back upon their return.

3. Holidays: The holiday schedule is approved by the City Council each *fiscal year* with the adopted budget and typically includes 12 scheduled holidays and one floating holiday. The Floating Holiday is credited to employees at the beginning of each *fiscal year*.

CITY OF SAN ANTONIO

HUMAN RESOURCES

INTERDEPARTMENT CORRESPONDENCE SHEET

TO: All Holders of Administrative Directives
FROM: George K. Noe, Acting Director of Human Resources
COPIES TO: File
SUBJECT: ADMINISTRATIVE DIRECTIVE 4.38, LANGUAGE SKILLS PAY


Date: March 9, 1995

Attached is a new Administrative Directive 4.38, Language Skills Pay, effective April 1, 1995.

Department Heads shall be responsible for submitting names of candidates to receive Language Skills Pay as outlined in the directive. This process should begin immediately.

Additional A.D.'s may be ordered through Central Stores by using a Reproduction Work Order.

Questions or interpretations should be directed to the Compensation Division at 207-7292.



George K. Noe
Acting Director Human Resources

EFFECTIVE DATE: April 1, 1995

REVISION DATES: _____

SUBJECT: LANGUAGE SKILLS PAY

I. PURPOSE

To define a policy for compensating employees who may use additional language skills in order to better perform job responsibilities.

II. SCOPE

This directive applies to all permanent full time civilian employees in approved classifications in all departments of the City whose services may be enhanced by employee use of a second language in regular communications with the public. Final approval of requests for employees to receive Language Skills Pay will be given by the Director of Human Resources.

III. DEFINITIONS

- A. Additional Language Skills: the ability of a person to communicate verbally in a language other than English.
- B. Language Skills Pay: compensation given to an employee in an amount calculated at fifty dollars (\$50.00) a month of pay for the use of additional language skills in the performance of job duties.
- C. Public contact, a high level of: any position which requires that one third or more of assigned work involve communication with the public. Other positions will be reviewed and determined on a case by case basis.

IV. POLICY

The City of San Antonio recognizes that in serving a diverse population, the use of a second language may be of benefit in providing quality service. Therefore, the City has developed a program to compensate employees in qualifying situations where the use of a second language enhances the performance of their normal duties. Employees who meet the established criteria shall continue to receive Language Skills Pay for the duration of the time that they remain in the qualifying position.

Consolidated Plan:

The City of San Antonio's Consolidated Plan can be found at <http://www.sanantonio.gov/gma/pdf/RESOURCES/2010-2014%20Consolidated%20Plan%20Final.pdf>

The lead-based paint component can be found under:

- Executive Summary
 - Lead-Based Paint – Page xi; AND
- Part Three. Housing Needs Assessment
 - III. Lead-Based Paint Hazards – Page 3-11

**Applicant/Recipient Disclosure/Update Report
HUD Form 2880 (cont)**

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds.

Government Agency Name: HUD (CDBG)/City of San Antonio – Planning & Community Development

Street1: 1400 South Flores
City: San Antonio
State: TX: Texas
Zip Code: 78204
Country: USA: UNITED STATES
Type of Assistance: CDBG Grant (37th Year)
Amount Requested/**Provided**: \$510,000.00
Expected Uses of the Funds: Lead Hazard Control Work

Government Agency Name: HUD (CDBG)/City of San Antonio – Planning & Community Development

Street1: 1400 South Flores
City: San Antonio
State: TX: Texas
Zip Code: 78204
Country: USA: UNITED STATES
Type of Assistance: CDBG Grant (38th Year)
Amount Requested/**Provided**: \$510,000.00
Expected Uses of the Funds: Lead Hazard Control Work



CITY OF SAN ANTONIO

PLANNING & COMMUNITY DEVELOPMENT

1400 S. Flores Street
San Antonio, Texas 78204
Phone: 207-7881

January 15, 2013

San Antonio's Green & Healthy Homes
Department of Planning & Community Development
City of San Antonio
1400 South Flores
San Antonio, Texas 78204

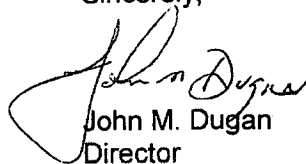
RE: In-kind Commitment for the Lead Hazard Reduction Demonstration Grant

The Department of Planning & Community Development (DPCD) administers San Antonio's Green & Healthy Homes (SAGHH) and works to coordinate with other programs such as Owner-Occupied Housing Rehabilitation Program, the Down Payment Assistance Program, San Antonio Metropolitan Health District, San Antonio Water System and CasaVerde Weatherization. Lead-based paint issues are a concern and a priority and addressing them has a positive impact on all housing programs administered through the Department. DPCD understands the importance of addressing lead safely and according to local, state and federal rules and guidelines and the importance of providing safe, decent and affordable housing.

In order to show the City's continued support of the SAGHH, DPCD is providing \$758,354.60 in matching funds over the proposed 36-month grant period. Of this, \$510,000 is programmatic and \$248,354.60 is in-kind services (to include salaries and fringe benefits). The source of these funds is Community Development Block Grant (CDBG). This match equates to the required 25%.

We look forward to supporting the HUD Lead Hazard reduction Demonstration Grant and are excited about providing this much needed service to the community. Please contact me with any additional questions or concerns you may have.

Sincerely,


John M. Dugan
Director

Grant Application Detailed Budget Worksheet

Detailed Description of Budget

8. Construction Costs		Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other
8a. Administrative and legal expenses				\$ -							
N/A				\$ -							
				\$ -							
				\$ -							
				\$ -							
Subtotal - Administrative and legal expenses				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8b. Land, structures, rights-of way, appraisal, etc				Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other
N/A				\$ -							
				\$ -							
				\$ -							
				\$ -							
Subtotal - Land, structures, rights-of way, ...				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8c. Relocation expenses and payments				Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other
N/A				\$ -							
				\$ -							
				\$ -							
				\$ -							
Subtotal - Relocation expenses and payments				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8d. Architectural and engineering fees				Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other
N/A				\$ -							
				\$ -							
				\$ -							
				\$ -							
Subtotal - Architectural and engineering fees				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8e. Other architectural and engineering fees				Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other
N/A				\$ -							
				\$ -							
				\$ -							
				\$ -							
Subtotal - Other architectural and engineering fees				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

form HUD-424-CBW (2

Grant Application Detailed Budget Worksheet

Detailed Description of Budget												
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other		
8f. Project inspection fees												
N/A			\$ -									
			\$ -									
			\$ -									
Subtotal - Project inspection fees			\$ -					\$ -	\$ -			\$ -
8g. Site work												
N/A												
Subtotal - Site work			\$ -					\$ -	\$ -			\$ -
8h. Demolition and removal												
N/A												
Subtotal - Demolition and removal			\$ -					\$ -	\$ -			\$ -
8i. Construction												
N/A												
Subtotal - Construction			\$ -					\$ -	\$ -			\$ -
8j. Equipment												
N/A												
Subtotal - Equipment			\$ -					\$ -	\$ -			\$ -
8k. Contingencies												
N/A												
Subtotal - Contingencies			\$ -					\$ -	\$ -			\$ -
8l. Miscellaneous												
N/A												
Subtotal - Miscellaneous			\$ -					\$ -	\$ -			\$ -
Total Construction Costs			\$ -					\$ -	\$ -			\$ -

Grant Application Detailed Budget Worksheet

Detailed Description of Budget			
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total	
1 Personnel (Direct Labor)	\$ 386,672.59	10%	
2 Fringe Benefits	\$ 161,487.71	4%	
3 Travel	\$ 50,000.00	1%	
4 Equipment	\$ -	0%	
5 Supplies and Materials	\$ 18,800.00	1%	
6 Consultants	\$ 18,043.55	0%	
7 Contracts and Sub-Grantees	\$ 2,729,600.00	73%	
8 Construction	\$ -	0%	
9 Other Direct Costs	\$ 393,750.75	10%	
10 Indirect Costs	\$ -	0%	
Total:	\$ 3,758,354.60	100%	
HUD Share:	\$ 3,000,000.00		
(as percentage of HUD Share)			
Match:	\$ 758,354.60	25%	

form HUD-424-CBW (2/2003)

Program Income
\$0
Program Income
\$0
Program Income
\$0
\$0
Program Income
\$0

3/2003)

Program Income
\$0
Program Income
\$0
Program Income
\$0
Program Income
\$0
1/2003

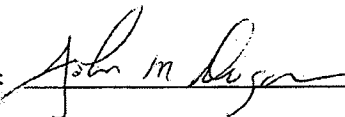
72003

Part III Interested Parties (cont)

Hadar Construction Services, LLC	743014789	Contractor	\$350,000.00	12.07%
JGG Integrated Construction, LLC	141884862	Contractor	\$350,000.00	12.07%
SW Texas Environmental Contractors, Inc.	742861387	Contractor	\$350,000.00	12.07%
Texas Lead Inspection & Environmental Services	743062853	Contractor	\$350,000.00	12.07%
Watson Consolidated	587-62-0969	Contractor	\$350,000.00	12.07%

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: City of San AntonioProject Name: San Antonio's Green & Healthy HomesLocation of the Project: 1400 South Flores
San Antonio, Texas 78204Name of the Federal
Program to which the
applicant is applying: Lead Hazard Reduction Demonstration (LHRD) Grant ProgramName of
Certifying Jurisdiction: City of San AntonioCertifying Official
of the Jurisdiction
Name: John M. DuganTitle: Director, Planning & Community DevelopmentSignature: Date: January 11, 2013

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
---	---	--

* 3. Date Received: 02/01/2013	4. Applicant Identifier: _____
--	--

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: City of San Antonio

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6002070	* c. Organizational DUNS: 0664284000000
--	---

d. Address:

* Street1: 1400 South Flores
Street2: _____
* City: San Antonio
County/Parish: _____
* State: TX: Texas
Province: _____
* Country: USA: UNITED STATES
* Zip / Postal Code: 78204-1617

e. Organizational Unit:

Department Name: Planning & Community Developme	Division Name: Community Development Division
---	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: John
Middle Name: M.	
* Last Name: Dugan	
Suffix: _____	

Title: Director

Organizational Affiliation:

* Telephone Number: (210) 207-7833	Fax Number: (210) 207-5480
---	-----------------------------------

* Email: John.Dugan@sanantonio.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.905

CFDA Title:

Lead Hazard Reduction Demonstration Grant Program

*** 12. Funding Opportunity Number:**

FR-5700-N-04B

* Title:

Lead Hazard Reduction Demonstration Grant Program

13. Competition Identification Number:

LHRD-04B

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

1 City Limits Map.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

San Antonio's Green & Healthy Homes

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,000,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="758,354.60"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,758,354.60"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Abstract Summary.doc	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Rating Factors Response.doc	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Budget Narrative.doc	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Fringe Benefits.pdf	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Threshold Requirements.pdf	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Letters of Support.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Attachments.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Copy of HUD_424_CBW Grant App	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	HUD 2991 Cert wConPlan.pdf	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	HUD 2995 SCI Certification f	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	Consolidated Plan.doc	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Facsimile Transmittal

**U. S. Department of Housing
and Urban Development**
Office of Department Grants
Management and Oversight

OMB Number: 2525-0118
Expiration Date: 06/30/2011

1354725599-8563

Name of Document Transmitting:

1. Applicant Information:

Legal Name:

Address:

Street1:

Street2:

City:

County:

State:

Zip Code:

Country:

2. Catalog of Federal Domestic Assistance Number:

Organizational DUNS: CFDA No.:

Title:

Program Component:

3. Facsimile Contact Information:

Department:

Division:

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: First Name:

Middle Name:

Last Name:

Suffix:

Phone Number:

Fax Number:

5. Email:

6. What is your Transmittal? (Check one box per fax)

a. Certification b. Document c. Match/Leverage Letter d. Other

7. How many pages (including cover) are being faxed?

**Applicant/Recipient
Disclosure/Update Report**

U.S. Department of Housing
and Urban Development

OMB Number: 2510-0011
Expiration Date: 10/31/2012

Applicant/Recipient Information

* Duns Number: 0664284000000

* Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

City of San Antonio

* Street1: 1400 South Flores

Street2:

* City: San Antonio

County:

* State: TX: Texas

* Zip Code: 78204-1617

* Country: USA: UNITED STATES

* Phone: (210) 207-7833

2. Social Security Number or Employer ID Number: 74-6002070

* 3. HUD Program Name:

Lead Hazard Reduction Demonstration Grant Program

* 4. Amount of HUD Assistance Requested/Received: \$ 3,000,000.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: San Antonio's Green & Healthy Homes

* Street1: 1400 South Flores

Street2:

* City: San Antonio

County:

* State: TX: Texas

* Zip Code: 78204-1617

* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Form HUD-2880 (3/99)

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

HUD, Office of Healthy Homes and Lead Hazard Control

Government Agency Address:

* Street1: 451 Seventh Street, SW, Room P3206

Street2:

* City: Washington

County:

* State: DC: District of Columbia

* Zip Code: 20410

* Country: USA: UNITED STATES

* Type of Assistance: LHRD Grant

* Amount Requested/Provided: \$ 3,000,000.00

* Expected Uses of the Funds:

Lead Hazard Control Work

Department/State/Local Agency Name:

* Government Agency Name:

HUD, Office of Healthy Homes and Lead Hazard Control

Government Agency Address:

* Street1: 451 Seventh Street, SW, Room P3206

Street2:

* City: Washington

County:

* State: DC: District of Columbia

* Zip Code: 20410

* Country: USA: UNITED STATES

* Type of Assistance: HHP Grant

* Amount Requested/Provided: \$ 1,126,888.00

* Expected Uses of the Funds:

Healthy Homes

(Note: Use Additional pages if necessary.)

3 HUD Form 2880 Part II.doc

Add Attachment

Delete Attachment

View Attachment

Form HUD-2880 (3/99)

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)	
Family Service Association of	741117341	Sub Grantee	\$ 82,000.00	2.34%
AEHS, Inc.	742742870	Consultant	\$ 100,000.00	3.00%
Clean Environments Inc.	742473017	Consultant	\$ 100,000.00	3.00%
Professional Services Industri	370962090	Consultant	\$ 100,000.00	3.00%
Bolado Environmental & Constru	510420334	Contractor	\$ 350,000.00	12.07%

(Note: Use Additional pages if necessary.) [4 2880 Part III Interested Parties.doc](#)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

* Signature:

* Date: (mm/dd/yyyy)

Myrna Esquivel

02/01/2013