

AN ORDINANCE **2014-12-11-1020**

AUTHORIZING THE ACCEPTANCE UPON AWARD OF UP TO \$1,661,676.00 IN COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDS FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2015; APPROPRIATING FUNDS AND APPROVING A BUDGET AND PERSONNEL COMPLEMENT FOR THE OPERATION OF THE CSBG PROGRAM; APPROVING REVISIONS OF THE COMMUNITY ACTION ADVISORY BOARD BY-LAWS; AND AUTHORIZING AGREEMENTS WITH LOCAL EDUCATIONAL INSTITUTIONS IN A CUMULATIVE AMOUNT NOT TO EXCEED \$100,000.00 TO SUPPORT THE TRANSITION OUT OF POVERTY PROGRAM.

* * * * *

WHEREAS, the City of San Antonio Department of Human Services, the designated Community Action Agency and Community Services Block Grant eligible entity for San Antonio and Bexar County, has operated the Community Action Program (CAP) since 1979; and

WHEREAS, the Community Action Advisory Board acts in an advisory capacity regarding implementation of CAPs; and

WHEREAS, the primary purpose of the program is to transition individuals and families out of poverty and to provide safety net assistance and support, including utility, rental and tuition assistance, and long-term case management focusing on education, employment, emergency support and financial education, to San Antonio and Bexar County residents at or below 125% of the Federal Poverty Level (FPL); **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is authorized to accept upon award up to \$1,661,676.00 in Community Services Block Grant funds from the Texas Department of Housing and Community Affairs (TDHCA) for the period January 1, 2015 through December 31, 2015, including supplemental grant funds in an amount up to 20% of the total amount initially awarded. The City Manager or her designee or the Director of DHS is further authorized to execute any and all necessary documents to effectuate acceptance of the grant funds. A copy of the application is on file with DHS.

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is authorized to enter into Memorandums of Agreement, in substantially the same form as shown in **Attachment I**, with local educational institutions in a cumulative amount not to exceed \$100,000.00 to support the Transition Out of Poverty Program.

SECTION 3. Revisions to the Community Action Board Bylaws, attached hereto and incorporated herein for all purposes as **Attachment II**, is hereby approved.

SECTION 4. Upon acceptance of this award, new funds and internal order numbers will be created, upon which the award amount of up to \$1,661,676.00 will be appropriated from TDHCA.

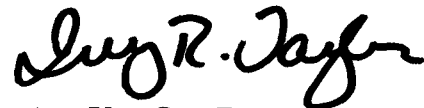
SECTION 5. The proposed budget, attached hereto and incorporated herein for all purposes as **Attachment III**, is approved and adopted for entry in the City books. A formal final budget, which will include Internal Order numbers, General Ledger numbers, and a department specific fund will be submitted by DHS upon award.

SECTION 6. The proposed personnel complement of twenty-two (22) positions, which is attached hereto and incorporated herein for all purposes as **Attachment IV**, is hereby approved.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 8. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of December, 2014.



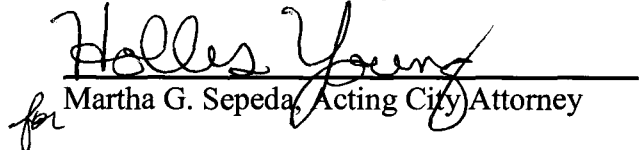
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:



for Martha G. Sepeda, Acting City Attorney

Agenda Item:	22 (in consent vote: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 41)						
Date:	12/11/2014						
Time:	02:45:24 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance upon award of up to \$1,661,676.00 in Community Services Block Grant funds from the Texas Department of Housing and Community Affairs for the period January 1, 2015 through December 31, 2015; appropriating funds and approving a budget and personnel complement for the operation of the CSBG Program; approving revisions of the Community Action Advisory Board by-laws; and authorizing agreements with local educational institutions in a cumulative amount not to exceed \$100,000.00 to support the Transition Out of Poverty Program. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

- I.4 Either party may terminate this Agreement, with or without cause, in writing, upon the end of each semester, so long as each party has met its respective responsibilities in Articles II and III for the current semester.

II. Scope of Services

- 2.1 Institution agrees to provide education services in line with the goals and objectives of the City's TOP Program as identified in this Agreement in exchange for the compensation described in Article III. Compensation.
- 2.2 Institution agrees that the education services provided are in accordance with the Parties' pre-approved **Targeted Demand Occupations List**, attached hereto and incorporated herein for all purposes as **Attachment A**, to be updated each semester this Agreement is in effect.
- 2.3 Institution agrees that purchases for classes, courses, or other educational services will be made on an "as needed" basis without minimum purchase requirements.
- 2.4 Institution reserves the right to deny admittance or enrollment to City Clients if Clients are not accepted into Institution's program based on Institution's admission/acceptance policies and criteria.

III. Compensation and Payment

- 3.1 In consideration of Institution's educational services to City Clients, and in accordance with the TOP Program goals and objectives, City agrees to pay Institution the tuition and fees of City Clients for courses that City has pre-approved.
- 3.2 City shall not be responsible for the payment of tuition or fees that do not have the advance written approval of City to pay for a Client's tuition and fees for a designated semester. Advance approval by email from City's TOP Program Manager is acceptable.
- 3.3 City Clients shall not be charged in excess of the tuition and fees charged to other students of the Institution for the same program courses, per Institution's advertised tuition and fees schedule at the time during the semester of Client's registration.
- 3.4 For City Client students that drop or do not complete classes, Institution shall provide reimbursement to City, and not to the student Client, of tuition and fees paid by City. If Institution is a State-funded institution, reimbursement shall be in accordance with the State's Schedule of Reimbursement of Fees governed by the State for State-funded Institutions.

[The following Section 3.5 to be modified depending on Institution's payment processing requirements]

3.5 Processing of Payment for Tuition or Fees of City Clients:

- (1) When submitting the account information of City Clients to City, Institution shall not include any protected health information, as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

- (2) City shall provide Institution the following information when agreeing to pay for a City Client's tuition or fees through this Agreement:
- (i) Student's Name
 - (ii) Student's Institution ID
 - (iii) Tuition or Fee Amount to be paid by the City, broken down by class
- (3) Institution agrees to place a hold on a City Client's class(es) once the City approves, in writing, the Client's registered classes and payment of associated tuition and fees. The hold will ensure the City Client does not lose the classes for which Client has registered, and City agrees to pay the approved tuition and fees by their written consent.
- (4) City agrees to use its best efforts to process payments to Institution within thirty (30) days of invoice receipt by City. If Institution has not received payment from City within thirty (30) days after an invoice has been received by City, Institution agrees to submit a second invoice for any and all approved yet outstanding charges to City which City shall pay immediately. All invoices shall include City Client's Name, Institution ID, Semester of enrollment, and charges per student per class.

IV. Communication

Except where this Agreement expressly provides otherwise, any notice or communication required or permitted under this Agreement shall be in writing and deemed to have been given to the appropriate contact below if and when (1) delivered personally, (2) delivered via electronic mail to the City's TOP Program Manager or Institution's Program Manager, as appropriate, or (3) three days after depositing same in the U.S. mail, first-class, with proper postage prepaid:

CITY:

The City of San Antonio
Department of Human Services
Attn: TOP Program Manager
106 S. St. Mary's St. – 7th Floor
San Antonio, TX 78205

INSTITUTION:

[Contact Name, Title, Address, Email]

V. Records & Retention

5.1 The Public Information Act, Texas Government Code Section 552.02 1, requires the City to make public information available to the public. Under Texas 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 Institution receives inquiries regarding public information within its

possession pursuant to this Agreement, Institution shall (a) within twenty-four (24) hours of receiving the request(s) forward such request(s) to City for notification purposes and to afford the City the opportunity to assert any applicable arguments or protections necessary to protect the information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or federal law, Consultant shall submit to City a list of specific statutory authority mandating confidentiality no later than three (3) business days following Consultant's receipt of such request.

5.2 In accordance with Texas law, the Parties acknowledge and agree that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code, created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds, are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Institution agrees that no such local government records produced by or on the behalf of the Parties pursuant to this Agreement shall be the subject of any copyright or proprietary claim by the Parties.

5.3 Institution shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Institution shall retain the records until the resolution of such litigation or other such questions. Institution acknowledges and agrees that City or its authorized representative(s) shall have access to any and all documents at any and all times, as deemed necessary by City during this Agreement period and said retention period for purposes of audit, inspection, examination, and making copies.

[The following Articles, VI. Insurance and VII. Indemnity, may only be modified on the recommendation of City's Risk Manager]

VI. Insurance

6.1 Each Party shall be responsible for insuring its own employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Institution will attach a waiver of subrogation in favor of the City

6.2 Each party shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will any party be required to maintain any insurance coverage for any other party.

VII. Indemnification

INSTITUTION covenant and agree to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens,

damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to INSTITUTION's activities under this AGREEMENT, including any acts or omissions of INSTITUTION, any agent, officer, director, representative, employee, consultant or subcontractor of INSTITUTION and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT INSTITUTION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Institution shall promptly advise the CITY in writing of any claim or demand against the Parties known to Institution related to or arising out of Institution's activities under this Agreement.

VIII. Compliance

7.1 The Parties hereto shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations. It is further understood and agreed to by the Parties that changes to any federal, state, and local laws, rules and regulations applicable hereto will be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.

[The following section may be modified in accordance with the Non-Discrimination Ordinance]

7.2 Non-discrimination. As a party to this AGREEMENT, Institution understands and agrees to comply with the *Non-Discrimination Policy* of the City contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

IX. Effect of Agreement

By signing this Agreement, each party agrees to its terms. The signed Agreement, and amendments hereto, will be binding on all successors of the Parties to this Agreement.

X. Signatures

This Memorandum of Agreement is fully executed as of the date of the last party to sign below.

THE CITY OF SAN ANTONIO

INSTITUTION: [Name of Institution]

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
[Institution signatory name/title]

Date: _____

Date: _____

Attachment A

INSTITUTION'S TARGETED DEMAND OCCUPATIONS

The City intends to support higher education/training institution that provides certificates and degrees in the City-approved demand occupations listed in Institution's current Targeted Demand Occupations List. For the years _____, these occupations include: **[The following list may change depending on the INSTITUTION]**

Aerospace/Advanced Manufacturing

Aircraft Mechanics and Service Technicians
Machinists
Assemblers and Fabricators
Industrial Truck and Tractor Operators
Electrical and Electronic Equipment Assemblers

Energy

Bus and Truck Mechanics and Diesel Engine Specialists
Industrial Machinery Mechanics
Electricians
Welders, Cutters, Solderers and Brazers
Petroleum Pump System Operators, Refinery Operators and Gaugers
Derrick Operators, Oil and Gas
Roustabouts, Oil and Gas
Heavy and Tractor-Trailer Truck Drivers
Rotary Drill Operators, Oil and Gas

Finance

Bookkeeping, Accounting, and Auditing Clerks
Customer Service Representatives

Construction

Heating, Air Conditioning, and Refrigeration Mechanics and Installers
Plumbers, Pipefitters and Steamfitters
Helpers, Pipelayers, Plumbers, Pipefitters and Steamfitters
Helpers, Electricians

Information Technology

Network and Computer Systems Administrators
Computer Systems Analyst
Computer Support Specialists

Healthcare

Medical and Clinical Laboratory Technologists
Registered Nurses
Radiologic Technologists and Technicians

Licensed Practical and Licensed Vocational Nurses
Medical Secretaries
Nursing Aides
Pharmacy Technicians
Dental Assistants
Medical Assistants

Business Support/Miscellaneous

Secretaries, Except Legal, Medical, and Executive
Receptionists and Information Clerks

*Institution's Targeted Demand Occupations List, following review and approval by City, is
subject to change periodically.*

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES
COMMUNITY ACTION ADVISORY BOARD
BY-LAWS

Revised October 28, 2014

Revision Approved by the CAAB: November 5, 2014

Revision Approved by City Council: December 11, 2014

Ordinance No.

**CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES**

**COMMUNITY ACTION ADVISORY BOARD
BY-LAWS**

The City Council of the City of San Antonio (“City”) is the governing board for the Bexar County Community Action Agency (“CAA”). City Council has designated, through its Department of Human Services (“DHS”), a Community Action Advisory Board (“CAAB”) to serve in an advisory capacity to assist the City Council in its role as the governing body for the CAA.. These bylaws are intended to comply with the rules and regulations promulgated under the federal CSBG Act (see the U.S. Code, Title 42, Chapter 106) and the Texas CSBG Act (see the Texas Administrative Code, Part I, Chapter 5, Subchapters A & B); any provision in question shall be read in compliance with the federal and state laws and regulations. This CAAB will incorporate the following:

ARTICLE 1 **RESPONSIBILITIES OF THE CAAB.**

The CAAB and its members will:

- A. In its advisory role to the City Council, oversee the extent and the quality of participation of the poor, and services to the poor.
- B. Maintain regular attendance of board and committee meetings.
- C. Exercise careful review of all materials provided by DHS.
- D. Review the programs, budgets and services of the CSBG program.
- E. Receive and review all other reports provided it, including but not limited to funding proposals, financial reports, progress reports, policy modifications, and community assessments.
- F. Assure that the DHS CAA continues to:
 - i. Assess and respond to the causes and conditions of poverty;
 - ii. Achieve anticipated family and community outcomes; and
 - iii. Remains administratively and fiscally sound.
- G. Oversee any other duties or responsibilities City Council may confer.

ARTICLE II

COMPOSITION AND TERMS OF OFFICE.

Section 1

The CAAB will be composed of fifteen (15) members:

- A. Five (5) elected Public Officials, or their appointees
- B. Five (5) Representatives of Low-Income Individuals and Families
- C. Five (5) Representatives of Private Organizations
 - i. "Representatives of Private Organizations" is defined as members of business, industry, labor, religious, welfare, education, or major groups and interests in the community.

Section 2

Term Limits.

- A. Public Officials serve at the pleasure of the designating official: the Mayor or County Judge. Public officials or their appointees serve until replaced.
- B. Elected Low-Income Representatives serve a term of two (2) years.
- C. Private Organizations (and their appointed representative) serve a term of two (2) years and are selected on the alternate year of the Low-Income Representatives.
- D. Representatives of Low-Income Individuals and Private Organizations may serve up to two (2) consecutive two-year terms. After serving four (4) consecutive years, neither the member nor organization may serve on the CAAB for at least one (1) two-year term.

ARTICLE III

ELIGIBILITY FOR MEMBERSHIP.

Section 1

Election/Selection of CAAB members:

- A. **Public Officials** serving on the CAAB are appointed by the respective governmental body.
- B. **Low-Income Representatives** must:
 - 1. Be at least 18 years of age at the start of the term,
 - 2. Be a resident of the designated geographic area for which elected, and
 - 3. File an application with the Office of the City Clerk.

Elections of Low-Income Representatives must be held publicly, in accordance with the "CAAB Election Document," on file with DHS.

Voters need not be registered, but must be eighteen (18) years of age and produce proof of residence within the boundaries of the designated geographic area for which voting.

- C. **Private Organizations** are selected by open ballot by the seated Public Officials and Low-Income Representatives, and in accordance with the process described in the CAAB Election Document. The Representatives for Private Organizations are selected by the organization they represent.

Section 2

Conflicts of Interest.

- A. No CAAB member may participate in the selection, award, or administration of a subcontract supported by CSBG funds if any of the following have a financial interest in the firm or person selected to perform a subcontract:
 - i. The board member
 - ii. Any member of his/her immediate family
 - iii. The board member's partner
 - iv. Any organization which employs or is about to employ any of the above (in numbers 1-3)
- B. No employee of the City or of the Texas Department of Housing and Community Affairs ("TDHCA") may serve on the CAAB.
- C. No CAAB member may be employed by the City or the TDHCA for 12 months after CAAB service.
- D. All CAAB members must receive orientation within thirty (30) days of appointment/election, and must comply with the City's Code of Ethics, for which CAAB members will receive annual training.

ARTICLE IV

MEETINGS AND VOTING.

Section 1

The CAAB will schedule regular meetings for the business of the CAAB. The Chair, designated Chair Pro Tem, or the Executive Committee may cancel or postpone a meeting, granted that a minimum of five (5) meetings are held each year.

Section 2

All meetings must be "open" meetings and in accordance with the Texas Open Meetings Act, except for matters that may be discussed in executive session pursuant to the Act.

Section 3

Quorum. At any meeting or committee of the CAAB, a quorum must be present, consisting of at least fifty-one percent (51%) of the CAAB or the committee membership. For purposes of determining a quorum, vacant positions are not counted.

Section 4

Voting. Each member of the CAAB will have one (1) vote. A motion may be adopted only if a majority of the votes *cast* are in favor of the motion. Voting by proxy and cumulative voting are not allowed.

Section 5 “Special Meetings” of the CAAB may be called for the purpose of dealing with important matters that arise between regular meetings and which require immediate action. Special Meetings may be called by the Chair of the CAAB or, in the absence of the Chair, by the next designated Chair Pro Tem. Special Meetings must meet all notice requirements of the Open Meetings Act, unless qualifying as an “Emergency Meeting” under the Act.

Section 6 Meetings of the CAAB will be conducted in accordance with the most recent edition of Robert’s Rules of Order. Where these by-laws and Robert’s Rules of Order differ, these by-laws will preside.

ARTICLE V

OFFICERS.

Section 1 The officers, and related duties, of the CAAB will be as follows:

- A. **Chair:**
 - i. Presides at all meetings
 - ii. Is an ex-officio member of all committees
- B. **Vice-Chair:** Acts as Chair Pro Tem in the absence of the Chair.
- C. **Secretary**, with the assistance of City staff:
 - i. Prepares the agenda and notice
 - ii. Keeps written minutes, including a record of votes on all motions for each meeting
 - iii. Performs other duties directed by the Chair
 - iv. Acts as Chair Pro Tem in the absence of the Chair and Vice-Chair
- D. **Parliamentarian** (optional position)
 - i. When there is a question as to the interpretation of these By-Laws or Robert’s Rules of Order, and in the absence of an attorney for the City, makes a ruling as to its interpretation.
 - ii. Acts as Chair Pro Tem in the absence of the Chair and all other designated Chairs Pro Tem.

Section 2 Officers will be elected annually no more than two meetings after the election of Low-Income Representatives or selection of Private Organizations.

Section 3 Any officer may be removed from office for cause by a two-thirds vote of the voting CAAB members.

Section 4 Upon completion of CAAB elections, the incumbent officers will retain their respective positions until the election of new officers. In the event that none of the officers return to the Board, the new Board will select a Chair Pro Tem to preside over the election of new

officers and subsequently relinquish control to the newly-elected Chair.

ARTICLE VI **ALTERNATES AND VACANCIES.**

Section 1 Each member will have one alternate.

- A. Public officials may select one permanent representative to serve in their place, or may designate an alternate if a permanent representative is not chosen.
- B. Alternates for each Low-Income Representative will be the individual who receives the second-highest count of votes in the election, by designated geographic area. In the event that only one Low-Income Representative candidate ran for a designated area, a request for a waiver will be submitted to the State asking that the elected Low-Income Representative of that area select an alternate.
- C. Private organizations will select their own alternates.

Section 2 An alternate may only vote on the business presented to the CAAB in the absence of the primary CAAB member for the area they represent.

Section 3 Alternates may not serve as an officer of the CAAB or on any committee.

Section 4 **Vacancies.**

- A. When a vacancy on the CAAB occur for a:
 - i. Public Official or his/her representative, the CAAB will ask the designating official to select another public official to fill the seat.
 - ii. Low-Income Representative, the alternate will become the regular Board member for the remainder of the term.
 - iii. Representative of a Private Organization: The alternate selected by the Private Organization will become the regular Board member.
- B. The CAAB must fill all vacancies as soon as it is reasonably possible.

ARTICLE VII **ATTENDANCE & REMOVAL.**

Section 1 **Attendance.** A CAAB member who fails to attend three (3) consecutive regularly-scheduled meetings is subject to forfeit his/her seat.

- A. After the three (3) absences, the Secretary will mail a letter to the member indicating that the member may be dismissed for absenteeism by a two-thirds (2/3rds) vote at the next CAAB

meeting, following an opportunity to speak on his/her own behalf.

- B. "Absence" is defined as not attending a regularly-scheduled meeting without notifying City staff or an officer of the CABB before the meeting.
- C. City Council and County Commissioners Court members are exempt from this requirement.

Section 2 **Misconduct.** Any misconduct by a CAAB member can be grounds for censure by the Chair. If the misconduct continues by a Representative of a Public Official or a Private Organization, the Public Official or Private Organization may be requested to replace their representative, upon a 2/3^{rds} vote of approval by the voting CAAB members.

ARTICLE VIII COMMITTEES.

Section 1 The CAAB may establish committees it considers necessary for carrying out its business. The composition of these committees must fairly reflect the composition of the full Board. The CAAB will have one standing Executive Committee.

- A. **Executive Committee:** will consist of the Officers plus one member elected by the Board (the "EC Member At-Large") and will discuss the agenda of the next CAAB meeting and report to the full CAAB on the actions it takes between meetings
 - i. The EC Member At-Large will also act as Chair Pro Tem in the absence of the Chair and other designated Chairs Pro Tem.
- B. The CAAB may also establish "special" committees from time to time on an ad hoc basis for the purpose of reviewing and addressing particular issues and reporting on such issues to the full CAAB. An example of one such committee is a:
 - i. Grievance Committee: to review and investigate grievances, complaints, or other items of concern made to the CAAB by a community or CAAB member relating to business of the CAAB or any delegate agency. The CAAB will then determine whether to refer such matters to DHS for further action.

Section 2 Committee size should be no less than three (3) and no more than five (5) members.

Section 3 No CAAB member may serve on more than two (2) committees.

Section 4 No CAAB member may chair more than one (1) committee.

Section 5 Any member of the CAAB may attend any committee to observe, but may not vote unless seated on the committee.

ARTICLE IX **COMPENSATION.**

CAAB members are not entitled to compensation for their service on the CAAB although, accordance with federal and state CSBG law, reimbursement of reasonable and necessary expenses incurred by a member in carrying out his /her duties is allowed.

ARTICLE X **AMENDMENTS.**

Proposed amendments to these By-Laws may be made by members of the CAAB, City Council, or the Director of DHS. Proposed amendments will then be recommended to the City Council only upon an affirmative vote of two-thirds of the CAAB member votes cast, and will only be implemented upon the approval of City Council and passage of a City ordinance.

**2015 Community Service Block Grant
January 1, 2015 - December 31, 2015**

REVENUES:		Budget
4501100	Grants Federal Operating	\$ 1,661,676
	TOTAL REVENUES	\$ 1,661,676
APPROPRIATIONS		
13800000xxxx	2015 CSBG Administration	
5101010	Reg Salaries & Wages	\$ 120,435
5103005	FICA	9,213
5103010	Life Insurance	120
5103035	Personal Leave Buy Back Pay	2,751
5103056	Transportation Reimbursement	540
5104030	Flex Benefits	15,624
5105010	Retirement Expense	12,967
5201025	Education	3,000
5203040	Advertisng	2,000
5203050	Membership Dues	4,350
5203060	Binding Printing & Repro.	2,739
5205010	Mail & Parcel Post	1,000
5205020	Rental of Equipment	7,600
5302010	Office Supplies	2,000
5304010	Food	4,000
5403040	Wireless Data Comm.	1,600
5403040	Cellular Phones	2,500
5405020	Workers Comp Assess	19,968
5405030	General Liab Assess	9,624
	Total 13800000xxxx	\$ 222,032
13800000xxxx	2015 CSBG Family Assistance Division	
5101010	Reg Salaries & Wages	\$ 668,995
5101050	Language Skill Pay	4,200
5103005	FICA	51,178
5103010	Life Insurance	669
5103035	Personal Leave Buy Back Pay	10,510
5103056	Transportation Reimbursement	540
5104030	Flex Benefits	130,200
5105010	Retirement Expense	72,029
5201025	Education	3,000
5203090	Transportation Fees	3,100
5204060	Cleaning Services	9,300
5206010	Rental of Facilities	11,500
5207010	Travel	3,000
5208530	Alarm and Security	13,000
5302010	Mtce & Repairs - Bldg & Impr	1,700
5302010	Office Supplies	3,000
5403545	Motor Fuel & Lubricants	700
5404520	Software Licenses	51,881
5404530	Gas and Electricity	3,857
5404540	Water and Sewer	1,000
5407032	Direct Assistance	379,285
5501055	Equipment	2,000
	Total 13800000xxxx	\$ 1,424,644
13800000xxxx	2015 CSBG VITA	
5302010	Office Supplies	15,000

2015 Community Service Block Grant

January 1, 2015 - December 31, 2015

Total 13800000xxxx

\$ 15,000

TOTAL PROPOSED APPROPRIATIONS

\$ 1,661,676

Attachment IV

2015 Community Services Block Grant January 1, 2015 - December 31, 2015

Personnel Complement

Job Class	Position	Number		Personnel Complement		Personnel Complement	
		Authorized as of 12.31.2014	Add/Delete	as of 04.01.2015	Add/Delete	as of 12.31.2015	
999	Senior Management Analyst	1		1		1	
46	Management Analyst	0		0		0	
40	Admin Asst I	2		2		2	
2063	Admin Assoc	2		2		2	
2063	Admin Assoc *	2	(2)	0		0	
2054	Community Svcs Supervisor	1		1		1	
2062	Community Svcs Specialist	9		9		9	
2289	Family Support Supervisor	2		2		2	
2216	Fiscal Manager	1		1		1	
66	Assistant City Attorney	1		1		1	
42	Senior Admin Asst	1		1		1	
Total Positions		22	(2)	20	0	20	

* 2 Admin Associate positions are funded up to March 31,2015