

**INTERLOCAL COOPERATION ACT AGREEMENT  
BETWEEN THE SAN ANTONIO HOUSING AUTHORITY AND THE  
CITY OF SAN ANTONIO, TEXAS**

This agreement ("Agreement") is entered into by and between the San Antonio Housing Authority ("SAHA") and the City of San Antonio, a Texas municipal corporation ("COSA"), pursuant to the authority granted under, and in compliance with the provisions of, the INTERLOCAL COOPERATION ACT ("Act"), Chapter 791, Texas Government Code.

**WITNESSETH**

WHEREAS, SAHA is a Texas housing authority created pursuant to Chapter 392 of the Texas Local Government Code; and

WHEREAS, COSA is a home rule municipality established pursuant to Article XI, Section 5, of the Texas Constitution and a Texas municipal corporation; and

**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, Chapter 791 of the Texas Government Code; and

WHEREAS, SAHA desires to revitalize the Alazan Courts neighborhood and intends to apply for a U.S. Department of Housing and Urban Development ("HUD") FY 2015/2016 Choice Neighborhoods Planning grant; and

WHEREAS, SAHA intends to serve as Lead applicant and COSA intends to participate as a Co-applicant to the FY 2015/2016 Choice Neighborhoods Planning grant; and

WHEREAS, SAHA and COSA agree to lead a multi-faceted community engagement process over a 24-36 month period, culminating in the development of a comprehensive Transformation Plan for revitalization of the Alazan Courts neighborhood should the grant be awarded; and

WHEREAS, if the planning grant is awarded, SAHA will utilize a portion of grant funds to reimburse COSA for staffing positions and planning resources needed to carry out the Choice Neighborhoods Planning initiative.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I. STATEMENT OF RESPONSIBILITIES:

SAN ANTONIO HOUSING AUTHORITY:

SAHA, as Lead applicant for the Choice Neighborhoods Planning Grant to HUD, agrees to fully participate and share responsibilities with COSA to assist in a wide-ranging

collaborative planning process among public housing residents, neighborhood residents, business leaders, and the City and County political leadership that would result in an Alazan Neighborhood Transformation Plan within two (2) to three (3) years from the date of an award of a Choice Neighborhoods Planning Grant. (Exhibit A)

#### CITY OF SAN ANTONIO:

COSA, as Co-applicant, will provide staff and planning resources needed to carry out the Alazan Choice Neighborhood Planning Grant Initiative. COSA agrees to fully participate and share responsibilities in a wide-ranging collaborative planning process among public housing residents, neighborhood residents, business leaders, and City and County political leadership that would result in the creation of an Alazan Neighborhood Transformation Plan within two (2) to three (3) years from the date of an award of a Choice Neighborhoods Planning grant. (Exhibit A).

COSA pledges an amount not to exceed Two-hundred thousand dollars and No/100 dollars (\$200,000.00) as cash match towards the total cash match SAHA has pledged for the Choice Neighborhoods Planning Grant application. COSA's pledge shall be identified and allocated in COSA's FY 2017 Operating Budget.

#### EXPENDITURES:

Each party agrees to pay for the performance of its respective governmental functions or services from then current revenues available to the paying party.

Notwithstanding COSA's payment for performance of its governmental functions and services from revenues available at the time of performance, SAHA agrees to later reimburse COSA from awarded grant funds equal to the amount of COSA's paid and documented expenses that are associated with staff and planning resources utilized to assist in the wide-ranging collaborative planning process.

COSA agrees to provide SAHA monthly draw requests with supporting documentation and quarterly reports detailing expenditure of the funds received from SAHA. Draw requests shall be submitted to: San Antonio Housing Authority, Attn: Lorraine Robles, 818 South Flores, San Antonio, Texas 78204. COSA also agrees to monitor such expenditures and ensure that the expenditures comply with the requirements of the Choice Neighborhoods Planning Grant Agreement ("HUD Grant Agreement") between SAHA and HUD should the grant be awarded. SAHA shall send payment to COSA, in accordance with direction provided by COSA, within thirty (30) days of receipt and approval by SAHA.

#### II. INTENTIONALLY DELETED.

### III. TERM OF AGREEMENT:

The term of this Agreement shall commence on its effective date shown below and continue for three (3) calendar years from the date of the Choice Neighborhood Planning Grant award.

### IV. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its agents pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's agents while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, so long as claims are not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

SAHA and COSA acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice 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.

### V. MUTUAL AGREEMENTS

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification of, or waiver of, any right under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement.

**Severability.** The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

**State Law and Venue Determination.** This Agreement shall be subject to and governed under the laws of the State of Texas. All local, state and federal laws shall supersede any provisions made in this Agreement. Any provision so affected will not negate the rest of the Agreement. The parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from this Agreement shall be in Bexar County, Texas.

**Paragraph headings.** The captions, numbering sequences, titles, paragraph headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

**Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

**Notice.** Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

SAHA: Tim Alcott, Officer - Development Services  
San Antonio Housing Authority  
818 South Flores  
San Antonio, Texas 78204

COSA: Department of Planning and Community Development  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attn: Director

**Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

This Agreement shall be administered by the appropriate persons, acting on behalf of SAHA and COSA, as appointed by them to perform such duties.

The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this

Agreement; and that (2) the parties hereto are legally authorized to perform the required duties of the Agreement.

EXECUTED to be effective as of the 5 day of February, 2016.

SAN ANTONIO HOUSING  
AUTHORITY

CITY OF SAN ANTONIO



By: David Nisivoccia  
Title: Interim President & CEO

By: Peter Zanoni  
Title: Deputy City Manager

**Attachments:** Exhibit A, Alazan Courts Planning Grant Brief

Exhibit B, Choice Neighborhoods Application Certifications

**EXHIBIT A**  
**Alazan Courts Planning Grant Brief**

December 21, 2015

**RE: West Side CHOICE: Alazan Courts Planning Grant**

The San Antonio Housing Authority (SAHA) in partnership with the City of San Antonio (COSA), and on behalf of a collaboration of public and private entities seeks funding for a Choice Neighborhoods Planning & Action Grant, a three-year planning project to engage residents and community stakeholders in strategizing the revitalization of the Alazan Courts public housing complex, and to develop a Transformation Plan to guide the implementation of their vision. The Choice Neighborhoods Transformation Plan will be nestled within the broader context of significant west side revitalization planned by SAHA, the City of San Antonio and other community partners. SAHA's Choice Planning and Action Grant will become the primary driver of all of these initiatives, directing housing, people and neighborhood revitalization and coordinating realignment of stakeholder priorities and resources.

The Choice Neighborhood partners have adopted a vision for these blended, place-based initiatives that consists of livable neighborhoods with a range of safe affordable housing options where residents raise their children in a supportive environment. The Transformation Plan will address three key goals: **Housing** - *a revitalized Alazan Courts area brings newly developed public housing and previously unavailable single and multi-family affordable housing, which becomes a catalyst for comprehensive mixed-income housing redevelopment throughout the west side and inspires families to stay or relocate here.* **People** – *west side children, youth, adults and seniors have access to and may utilize the health, educational, recreational, parenting and employment resources essential for strong, self-sufficient families.* **Neighborhood** – *The west side becomes a Neighborhood of Choice, filled with livable, safe homes and clustered with abundant cultural, educational, training and employment resources.*

**Choice Planning Grants Program Application: due date February 9, 2016**

- Planning Grants are two-year grants that assist communities with severely distressed public or HUD assisted housing in developing successful neighborhoods, maximum \$500,000
- Planning & Action Grants are three-year planning grants that demonstrate a commitment to “doing while planning”. Planning process activities take place during the first 24 months of grant period, identifies Action Activities that will be carried in the latter portion of grant period up to \$1.5M

**EXHIBIT B**  
**Choice Neighborhoods Application Certifications**  
**HUD Form 53156 (3/2012)**