

AN ORDINANCE 2018-11-01-0881

**APPROVING AN ADMINISTRATIVE SERVICES CONTRACT WITH THE  
SAN ANTONIO HOUSING TRUST FOUNDATION, INC. FOR A TWELVE  
MONTH TERM IN AN AMOUNT NOT TO EXCEED \$159,283.00.**

\* \* \* \* \*

**WHEREAS**, on September 8, 1998, the City of San Antonio (the "City"), acting by and through its City Council, authorized the establishment of the City of San Antonio Housing Trust in Ordinance No. 67895 for the purposes expressed in that certain Declaration of Trust; and

**WHEREAS**, the City has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs and for the other purposes authorized by the Declaration of Trust, as amended, and approved by the City; and

**WHEREAS**, on January 30, 1990, the San Antonio Housing Trust Foundation, Inc., a Texas non-profit corporation, was established as a Texas non-profit corporation for the purposes set forth in its Articles of Incorporation; and

**WHEREAS**, the San Antonio Housing Trust Foundation, Inc., provides administrative support to and is the fiscal agent of the City of San Antonio Housing Trust and its Board of Trustees, as well as the San Antonio Housing Trust Public Facility Corporation and the San Antonio Housing Trust Finance Corporation and their respective Boards of Directors; and

**WHEREAS**, annually, the City contributes funds towards the administrative operation costs of the San Antonio Housing Trust Foundation, Inc., with said funds being derived from the interest earned on the corpus of the City of San Antonio Housing Trust; and

**WHEREAS**, the City desires to approve an administrative services contract with the San Antonio Housing Trust Foundation, Inc., for a twelve month term in an amount not to exceed \$159,283.00;  
**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 Neighborhood and Housing Services Department or her designee, is hereby authorized to execute an administrative services contract, in an amount not to exceed \$159,283.00 and in substantially the same form and content as shown in Attachment I attached hereto and incorporated herein, with San Antonio Housing Trust Foundation, Inc.


**SECTION 2.** Funding in the amount of \$159,283.00 for this ordinance is available in Fund 29613000, Cost Center 703100001 and General Ledger 5201040 as part of the Fiscal Year 2019 Budget.

**SECTION 3:** The amount not to exceed the budgeted amount will be encumbered upon issuance of a purchase order, and payment is authorized to San Antonio Housing Trust Foundation.

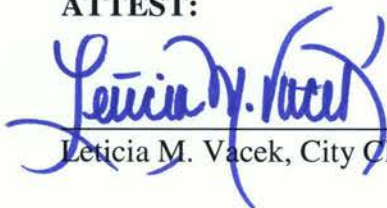
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 5.** This Ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.


**PASSED AND APPROVED** this 1<sup>st</sup> day of November, 2018.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Andrew Segovia, City Attorney



<b>Agenda Item:</b>	25						
<b>Date:</b>	11/01/2018						
<b>Time:</b>	01:19:39 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving a contract with San Antonio Housing Trust Foundation, Inc. in an amount not to exceed \$159,283.00 for a period of 12 months to provide administrative services to the City of San Antonio Housing Trust, San Antonio Housing Trust Public Facility Corporation and San Antonio Housing Trust Finance Corporation, and for the promotion of affordable housing projects and programs throughout the City. Funding is available through interest earned on the City's Housing Trust Corpus. [Peter Zanoni, Deputy City Manager; Veronica R. Soto, Director, Neighborhood & Housing Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				x
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

# ATTACHMENT I

**PROFESSIONAL SERVICES CONTRACT**

PROJECT: SAN ANTONIO HOUSING  
TRUST ADMINISTRATION AND  
STAFFING

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This CONTRACT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No. 2018-\_\_-\_\_-\_\_, dated November \_\_, 2018, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director hereto duly authorized.

**WHEREAS**, CITY has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

**WHEREAS**, the City Council and the San Antonio Housing Trust Board of Trustees have approved the disbursement of such funds for specific affordable housing projects or program sponsors; and

**WHEREAS**, the City Manager , or her designated representative , will be responsible for the fiscal and program monitoring and evaluation of the program as contained in the program statement and program budgets appended as Exhibits "A" and "B" respectively to this performance CONTRACT and incorporated herein for all purposes; and

**WHEREAS**, the Mayor's Housing Policy Task Force issued a Housing Policy Framework (the "Housing Policy Framework") for the City of San Antonio, which was accepted by CITY on September 6, 2018; and

**WHEREAS**, the CITY wishes to engage the CONTRACTOR to carry out the described program; **NOW THEREFORE:**

**FOR VALUABLE CONSIDERATION**, 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.

**I. GENERAL PROVISIONS**

1.1 The CONTRACTOR is an organization, incorporated under the Texas Non-Profit Corporation Act, governed by an autonomous governing body that meets officially at least four times per year.



1.2 The CONTRACTOR hereby represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

1.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that have been made available through the City of San Antonio Housing Trust and will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. The CONTRACTOR agrees to either abide by any future amendments or additions to such rules and regulations as they may be promulgated by the CITY or the City of San Antonio Housing Trust Board of Trustees or to terminate this CONTRACT.

1.4 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures and guarantees that the signor of the CONTRACT has the full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all terms, performances and provisions herein contained.

1.5 In the event a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of the CONTRACTOR, the CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, the CONTRACTOR shall be liable to CITY for any money it has received from CITY hereunder which it has not disbursed in accordance with the terms of this CONTRACT.

1.6 CONTRACTOR and CITY agree that CONTRACTOR is an independent contractor. Neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

1.8 CONTRACTOR understands and agrees that this CONTRACT may be revised and updated by the CITY. City agrees to provide CONTRACTOR with reasonable notice of the proposed revisions so CONTRACTOR may provide input to CITY prior to submission to City Council. This CONTRACT will be amended to include such revisions upon approval by CONTRACTOR's Board of Directors and adopted through City Council; provided, however, that in the event CONTRACTOR does not agree to any revisions, each party hereto has the option of terminating this CONTRACT by giving thirty days written notice to the other party.



1.9 CITY will not be liable for any expense of CONTRACTOR in its performance of this CONTRACT. Directors, officers, employees or agents of CONTRACTOR will not be deemed officers, employees or agents of CITY.

1.10 If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, or violates any of the covenants, agreements, guarantees or stipulations of this CONTRACT, or if CONTRACTOR violates any rule, regulation or law to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT, CITY will have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of such termination and specifying the effective date thereof; that date must not be sooner than the end of thirty (30) days following the date such notice is sent.

Previous breach of any of the terms or conditions of this CONTRACT will not constitute a waiver of same or preclude CITY's termination right for successive breach of the same condition.

Notwithstanding any other remedy contained herein or provided by law, and without limiting or waiving any rights and remedies it may otherwise have, CITY may at its sole option, delay, suspend, limit, or cancel funds, rights and privileges herein given CONTRACTOR for failure to timely and properly comply with the letter or spirit of this CONTRACT. CITY may, at its sole option, place CONTRACTOR on probation or suspension during which time CITY may, at its sole option, withhold reimbursements in cases where CITY determines that CONTRACTOR is not in compliance with this CONTRACT. The period of such probation or suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed ninety (90) calendar days. Upon expiration of the probation or suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, CONTRACTOR may, at CITY's sole option, be restored to full compliance status and paid all eligible reimbursements withheld during such probation or suspension period; or
- (B) Should CITY determine continued non-compliance, the termination provisions herein may, at CITY's sole option, be effectuated.

In addition to the above provisions, CITY has the right to unilaterally terminate this CONTRACT at any time upon a finding by ordinance that the CONTRACTOR's activities, programs, or operations are no longer in the best interest of CITY or its citizens. Adequate provisions must be made for CONTRACTOR to be heard by the City Council of San Antonio prior to voting on such an ordinance. The effective date of the termination must be set in the ordinance.

1.11 It is expressly understood by CONTRACTOR that this CONTRACT in no way



obligates CITY's general fund monies or any other monies or credits of CITY other than that specifically referred to in the Program Statement , affixed hereto and incorporated herein for all purposes as "Exhibit A," and the Budget affixed hereto and incorporated herein for all purposes as "Exhibit B."

1.12 The term of this agreement begins October 1, 2018, or when the approved program statement and program budget are received by the CITY's Neighborhood & Housing Services Department, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval, unless earlier termination shall occur pursuant to any of the provisions hereof; provided , however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, than in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

1.13 CONTRACTOR must establish and use internal fiscal and program management procedures to preclude theft, embezzlement , improper inducement , obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

1.14 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage , brokerage , or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of CONTRACTOR or CITY.

1.15 CONTRACTOR shall not use funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program without prior written approval by CITY.

1.16 CONTRACTOR shall use the funds provided to it under the terms of this CONTRACT exclusively for the purpose and in the manner, conditions and terms as provided in this CONTRACT and in accordance with the program statement and program Budget. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative.

1.17 CONTRACTOR is required to publicly acknowledge that this program is supported by CITY as directed by the City Manager, or her designated representative.

1.18 The Deputy City Manager, Assistant City Managers, or Assistants to the City Manager and the Director of the Neighborhood and Housing Services Department are hereby designated and authorized as representatives of the City Manager for the purpose of administration, monitoring and communication of this CONTRACT.

## **II. CONTRACT PRICING AND BILLING**



2.1 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made and incurred by CITY hereunder shall not exceed the sum of One Hundred Fifty-nine Thousand, Two Hundred Eighty-three and No/100 Dollars (\$159,283.00).

2.2 CONTRACTOR agrees that payment shall be reimbursed based on documented completion of the tasks so long as (a) payment does not exceed the actual cost of work completed; and (b) expenses are documented at the time the billing is submitted.

2.3 CONTRACTOR agrees that all CONTRACTOR labor, supervision of work , report reproduction, typing, travel, insurance, communication, computer access, materials, supplies, subcontractor costs, and all other CONTRACTOR expenses necessary to complete this CONTRACT shall be borne at CONTRACTOR 's sole cost and expense.

2.4 CONTRACTOR understands and agrees that the source of funding for payment pursuant to this CONTRACT is City's Housing Trust Corpus, and all payments to CONTRACTOR must be rendered on an actual cost incurred, reimbursable basis in conformance with CITY regulations; requests for advances, prepayments and/or retainer fees are ineligible for payment and cannot be honored or processed by CITY.

2.5 CONTRACTOR shall submit all billings to the Neighborhood and Housing Services Department for approval and processing.

2.6 Upon receipt of an approval by CITY of CONTRACTOR 's billing package, CITY agrees to pay CONTRACTOR 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.

2.7 CITY warrants and represents that it has complied with all procedures necessary to retain CONTRACTOR for the services described herein and to reimburse CONTRACTOR for services rendered pursuant hereto.

### **III. PROGRAM MANAGEMENT**

3.1 CONTRACTOR, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in the Program Statement, affixed hereto as "Exhibit A," in a satisfactory and efficient manner as determined by CITY. The CONTRACT is not considered complete or in compliance until such time as the approved, signed, and dated Program Statement is attached.

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

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

3.3 CITY's Director of the Neighborhood and Housing Services Department, or her authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, reasonable access during regular business hours, for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary, agency or trust funds as CITY may need and request. The audit may only be requested once per year by CITY, unless there is reasonable cause at the sole reasonable discretion of CITY to perform more than one audit per year. CITY shall pay for the expense of any audit it requests under this paragraph; provided, however, CONTRACTOR shall reimburse CITY for the costs associated with the audit should the audit report contain material findings against CONTRACTOR. CITY shall have the authority to make excerpts, transcripts or copies from all such books, records and files, including all contracts, invoices, materials and other data relating to all matters covered by this CONTRACT. Documents of the San Antonio Housing Trust Finance Corporation and the San Antonio Housing Trust Public Facility Corporation will only be provided and/or copied with the consent and cooperation of these entities.

- (A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.
- (B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.
- (C) The submission of falsified information or the failure to submit information as requested by CITY is grounds for termination of this CONTRACT.
- (D) CONTRACTOR agrees to provide CITY with the names and license



registration of any contracting agency employees regulated by State law whose activities contribute towards, facilitate or coordinate the performance of this CONTRACT.

- (E) Subject to the discretion of CITY, any of CITY's authorized or designated representatives shall have the right to be present at any and all of CONTRACTOR's staff meetings, advisory committee meetings, advisory board meetings, and board meetings.

3.4 CONTRACTOR is entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination of this CONTRACT ; provided , however, that such compensation shall be derived exclusively from and shall not exceed the amount of interest actually accrued on deposit of the funds to be transferred, in accordance with the terms of this CONTRACT , from the City of San Antonio Housing Trust Fund to the CONTRACTOR, said funds specifically delineated in the Program Statement, affixed hereto as "Exhibit A." If the CITY determines the completion of the work is not satisfactory the CITY shall provide notice to the CONTRACTOR of such determination so that the CONTRACTOR may respond. CONTRACTOR shall have thirty (30) days to respond to the CITY. After CITY has received the response, CITY may make a final determination in its sole reasonable discretion as to its satisfaction with CONTRACTOR's work performed under this CONTRACT.

3.5 Neither the program or activity receiving funds from or through CITY, nor the personnel involved in the administration of such program or activity, may be involved in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

3.6 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

3.7 CONTRACTOR covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that in the performance of this CONTRACT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

3.8 CONTRACTOR will establish safeguards to prohibit officers or employees from possessing any interest in or using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business, or other ties. CITY may, at its sole option,



cancel this CONTRACT for any violation of this Section by any officer, Director, or employee of CONTRACTOR.

3.9 Members of CONTRACTOR's Board of Directors or governing body may not be employees of the agency or paid in any way for services with CONTRACT funds.

3.10 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy.

(A) A grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

(B) In the event no complaint and grievance policy has been established, the procedures outlined in the San Antonio Municipal Civil Service rules will be followed by the agency.

#### **IV. FISCAL MANAGEMENT**

4.1 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

4.2 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

4.3 CITY will review and approve the accounting system and internal controls prior to the release of funds hereunder and shall in no way be obligated to release such funds until said accounting system and internal controls are first so reviewed and approved.

4.4 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

4.5 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of \$100,000.00 (One Hundred Thousand and No/100 Dollars) or one-half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Neighborhood and Housing Services Department, within ten (10) working days following execution of this CONTRACT.



4.6 No fees may be charged to or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or her authorized representative.

4.7 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the City of San Antonio Housing Trust, including the disbursement of Trust assistance to project sponsors. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt and disbursal of Trust assistance, the performance of the project sponsors, and the administrative operation of the City of San Antonio Housing Trust under the agreement for Trust assistance. A statement of expenditures and revenues shall be submitted by CONTRACTOR to CITY within thirty (30) days of the activity in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

4.8 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

4.9 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

4.10 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

4.11 Within ten (10) days of retention, CONTRACTOR shall provide written notice, including the name and contact information, to CITY of the retention of any subcontract for professional or other services. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional's agents. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

4.12 If any expense or charge made by CONTRACTOR is subsequently

disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payment. The City Manager, or her duly authorized representative, has the authority to deduct such claims from future Contract awards.

#### 4.13 Audit Conditions and Requirements

CITY, a governmental entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. Notwithstanding any other provision herein, all CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors as set forth in section 3.3 above.

Agencies, including CONTRACTOR, receiving funds in excess of \$25,000.00 (Twenty-five Thousand and No/ 100 Dollars) annually from CITY are required to furnish CITY Finance Director, copy to Interim Director of the assigned "Responsible Department," a certified audit, at CONTRACTOR's expense, within ninety (90) days of the close of the accounting period or termination of the Contract.

The audit must include, at a minimum, the following:

- (A) Copy of Management Letter;
- (B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;
- (C) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

4.14 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

## V. INDEMNIFICATION

5.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas 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. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

5.2 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefore.

## **VI. SPECIAL PROVISIONS**

6.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

6.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Paragraph 6.1 herein.

6.3 CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

6.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

6.5 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this Agreement, CONTRACTOR hereby verifies that it does not boycott Israel, and will not boycott Israel during the Term of this



Agreement. For purpose of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. CONTRACTOR's verification is a material representation of fact upon which the CITY has relied in entering into this Agreement. Should CITY determine, at any time during this Agreement, including any renewals or extensions hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this Agreement.

6.6 On or before the tenth (10<sup>th</sup>) day of each month throughout the term of this CONTRACT, CONTRACTOR shall provide CITY's Director of Neighborhood Housing and Services Department, or her designee, with a three (3) month, rolling written forecast of the projected meetings for each of the following:

- (a) Board of Trustees of the San Antonio Housing Trust;
- (b) Board of Directors of the San Antonio Housing Trust Public Facility Corporation;
- (c) Board of Directors of the San Antonio Housing Trust Finance Corporation; and
- (d) Board of Directors of CONTRACTOR.

For the entities identified in (b) and (c), CONTRACTOR shall provide the information identified within this clause if these entities consent and cooperate. The rolling written forecast shall identify the anticipated meeting dates and include a description of agenda items, if known at the time the agenda is provided to the City. At least two (2) weeks before each meeting of any of the aforementioned governing bodies, CONTRACTOR shall coordinate with CITY's Director of Neighborhood Housing and Services Department, or her designee, about the upcoming meeting and provide supporting documentation pertaining to each agenda item as may be reasonably requested by CITY. The supporting documentation will be provided at least one (1) week before the meeting, if requested by the City.

6.7 CONTRACTOR shall provide a bi-annual report (i.e., April 1 and October 1) to CITY listing each property or development owned, in full or in part, by the City of San Antonio Housing Trust, San Antonio Housing Trust Finance Corporation and San Antonio Housing Trust Public Facility Corporation. The bi-annual report shall include the development name, property address, valuation of the property, name of the development team and contractor, status of the construction, and status of lease-up of rental units. Upon request, CONTRACTOR shall provide CITY with additional information and/or supporting documents related to the bi-annual report. CONTRACTOR shall provide the bi-annual report for the San Antonio Housing Trust Finance Corporation and San Antonio Housing Trust Public Facility Corporation only if they consent and cooperate.

6.8 CONTRACTOR agrees to participate in and cooperate with the CITY's comprehensive assessment of the City of San Antonio Housing Trust, San Antonio Housing Trust Finance Corporation and San Antonio Housing Trust Public Facility Corporation. The comprehensive assessment shall include the San Antonio Housing Trust Finance Corporation and San Antonio



Housing Trust Public Facility Corporation only if they consent and cooperate. Such participation and cooperation shall include, at no additional cost to CITY, allowing the CITY's third-party consultants reasonable access during business hours, or at such time as may be agreed upon by the consultant and CONTRACTOR, to the books and records of the aforementioned entities and interviews with leadership, managerial-level employees and retained professionals and deemed necessary to assess the priorities, management, leadership, production, budgeting and investment profiles, and to develop a strategy to increase staff capacity, accountability and transparency for said entities; subject to the consent and cooperation of the San Antonio Housing Finance Corporation and the San Antonio Housing Trust Public Facility Corporation. The third-party consultant shall provide written notice for their inspection of the books and records of and interviews with CONTRACTOR, and will coordinate dates, times and locations with CONTRACTOR. CITY agrees to have a staff member of CONTRACTOR on the committee that ranks and evaluates the third-party consultant who will be provided with the same scoring materials as the other committee members. Notwithstanding the foregoing participation in the scoring process, City Council retains the sole discretion to select the consultant to conduct the comprehensive assessment. CITY agrees to provide CONTRACTOR with a copy of the consultant's retention agreement prior to CITY's posting of the contract on City Council's agenda. Additionally, CITY agrees to provide a copy of the consultant's final report prior to CITY's posting of the report on City Council's agenda. CITY shall pay all costs and expenses of the third-party consultant.

## **VI. EQUAL OPPORTUNITY-NON-DISCRIMINATION CLAUSE**

7.1 CITY 's Affirmative Action Plan requires all CITY contractors having contracts of \$10,000.00 (Ten Thousand and No/ 100 Dollars) or more, excluding certain vendors, to comply with the Non-discrimination Clause as follows:

- (A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (B) CONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Non-discrimination Clause.
- (C) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants



will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non-discrimination Clause.

- (D) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- (E) In the event of CONTRACTOR's failure or refusal to comply with this Non-discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.
- (F) Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.
- (G) CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.
- (H) If CONTRACTOR does not adopt an Affirmative Action Plan that meets the requirements of this section, CONTRACTOR shall comply with CITY's policies to the same extent as if CITY's policies had been adopted by CONTRACTOR.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, will constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

### **VIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

8.1 All reports, documents, studies, charts, schedules or other appended documentation



to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR, shall, upon receipt, become the property of CITY.

#### **IX. CHANGES AND AMENDMENTS**

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

#### **X. ASSIGNMENTS**

10.1 CONTRACTOR shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising there under, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person or party.

#### **XI. SEVERABILITY OF PROVISIONS**

11.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws, 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 CONTRACT 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 CONTRACT that is invalid, illegal or unenforceable, there be added as a part of the Contract 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.

#### **XII. LAW APPLICABLE**

12.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.

#### **XIII. ENTIRE AGREEMENT**

13.1 This CONTRACT, including all Exhibits and attachments cited above, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT 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.

#### **XIV. NOTICES**

14.1 For purposes of this CONTRACT, 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: Director  
Neighborhood & Housing Services Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR: Executive Director  
San Antonio Housing Trust Foundation, Inc.  
2515 Blanco Road  
San Antonio, Texas 78212

Notice of changes of address by either party must be made in writing delivered to the other party's last known address.

#### **XV. GENDER**

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

#### **XVI. CAPTIONS**

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

#### **XVII. PARTIES BOUND**

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

*[signatures on following page]*



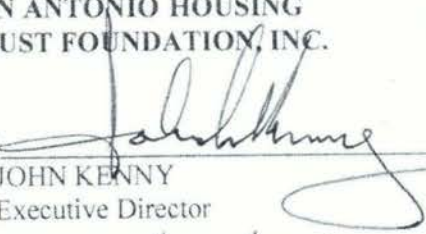
**EXECUTED and AGREED TO** on the dates shown below to be effective for the term stated herein.

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

By: \_\_\_\_\_  
VERÓNICA R. SOTO, AICP  
Director  
Neighborhood and Housing  
Services Department

Date: \_\_\_\_\_

**SAN ANTONIO HOUSING  
TRUST FOUNDATION, INC.**

By:   
JOHN KENNY  
Executive Director

Date: 10/25/18

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant City Attorney

**ATTACHMENTS:**  
Exhibit "A"-Program Work Statement  
Exhibit "B"-Income Sources and Operating Budget

**EXHIBIT A**  
Program Work Statement  
FY 2018-2019

Contractor: San Antonio Housing Trust Foundation, Inc.  
Project Name: San Antonio Housing Trust Administration & Staffing

Statement of Project Responsibility

- |                   |  |
|-------------------|--|
| 1. Policy         | City of San Antonio City Council<br>Board of Trustees<br>City Manager's Office<br>Department of Finance  |
| 2. Administration | Executive Director,<br>San Antonio Housing Trust<br>San Antonio Housing Trust Foundation<br>San Antonio Housing Trust Finance Corporation<br>San Antonio Housing Trust Public Facility Corporation |
| 3. Staffing       | Executive Director<br>Executive Assistant<br>Administrative Manager<br>Administrative Assistant<br>Asset Manager<br>1. Contract Asset Manager  |
| 4. Budget/Fiscal  | Executive Director, San Antonio<br>Housing Trust<br>Neighborhood and Housing Services Department<br>Department of Finance  |

Program Description:

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions:

1. Manage the day-to-day operations and administration of the San Antonio Housing Trust.
2. Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.
3. Conduct the regular and special funding rounds of the San Antonio Housing Trust.
4. Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees as approved by City Council.
5. Monitor compliance of housing sponsors as per disbursement contracts and awards of assistance from the Housing Trust.
6. Perform research as needed by the Housing trust to augment programs.



7. Provide technical assistance relating to affordable housing finance and proposal development to sponsors and potential sponsors of affordable housing developments and programs.
8. Develop diversified sources of dedicated revenue for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.
9. Work with the title companies and lenders to provide advances for down payment assistance to allow timely closing for first time homebuyers in connection with the City's Homeownership Incentive Program.
10. Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Foundation and will be used to pay invoices submitted by the City for the purpose for which the funds are received.
11. Identify existing and potential capital sources based on plan priorities.
12. Structure bond issues for single and multi-family housing and identify leverage opportunities for the San Antonio Housing Trust Finance Corporation or the San Antonio Housing Trust Public Facility Corporation.
13. Administer as staff of the San Antonio Housing Trust Public Facility Corporation to identify and partner Multi-family projects that meet the criteria of the City's SA Tomorrow Plan, ICRIP and other target areas, and Neighborhood revitalization projects.
14. Identify Revenue Bond opportunities for the San Antonio Housing Trust Finance Corporation or the San Antonio Housing Trust Public Facility Corporation for both Single and Multi-family issues.
15. Provide owner oversight on the Single and Multi-family properties owned by the San Antonio Housing Trust Public Facility Corporation.
16. Maintain a revolving loan fund, as needed, for the City's non-profit affordable housing developers to help leverage other funds in developing single and multi-family housing.
17. Manage the Housing Summit funds. Donation funds are used for supplies and event such as the Mayor's Housing Summit.
18. Serve as escrow agent for NSP Land Bank (Acquisition, Rehabilitation and Resale) Program and Homebuyer Assistance Program as outlined in the provisions of the tri-party escrow agreement executed on June 6, 2013.
19. Serve as escrow agent for the Targeted Reinvestment and Neighborhood Improvement Areas Acquisition and Development accounts to acquire vacant lots to build new homes to provide high quality affordable housing and support neighborhood revitalization efforts. Pay for draw requests submitted by the City and San Antonio Affordable Housing, Inc. to allow timely payment to contractors.

**EXHIBIT B**

Budget  
FY 2018-2019



**SAN ANTONIO HOUSING TRUST  
ADMINISTRATIVE SERVICES BUDGET DETAIL  
FY 2018-2019**

APPROPRIATIONS	ACTUAL FY 2017	BUDGET FY 2018	ESTIMATE FY 2018	PROPOSED FY2019
<b>Personal Services</b>				
Auto expense allowance	\$ 5,001	\$ 5,000	\$ 4,652	\$ 5,000
Insurance - Workmen's Comp	\$ 498	\$ 550	\$ 496	\$ 550
Insurance - health & life	\$ 195	\$ 200	\$ 257	\$ 200
Retirement Plan Exp.	\$ 14,966	\$ 20,050	\$ 25,068	\$ 29,676
Salaries	\$ 64,946	\$ 49,000	\$ 57,332	\$ 70,728
Taxes - Payroll	\$ 5,751	\$ 3,675	\$ 3,369	\$ 5,305
Taxes-Unemployment	\$ 1,444	\$ 200	\$ 183	\$ 1,000
Travel & Training	\$ -	\$ 300	\$ 275	\$ 1,000
	<b>\$ 92,800</b>	<b>\$ 78,975</b>	<b>\$ 91,633</b>	<b>\$ 113,458</b>
<b>Contractual Services</b>				
Audit	\$ 6,250	\$ 6,500	\$ 6,400	\$ 6,500
Contract - Bookkeeping	\$ 2,700	\$ 2,850	\$ 2,475	\$ 2,850
Legal fees	\$ 950	\$ 1,500	\$ 211	\$ 1,100
Maintenance and repairs	\$ 5,240	\$ 6,000	\$ 5,126	\$ 8,000
Rent	\$ -	\$ 1,200	\$ -	\$ 1,200
Fees to Professional	\$ 14,104	\$ 10,000	\$ 650	\$ 1,200
Rental of equipment	\$ 601	\$ 550	\$ 940	\$ 750
Telephone and Internet	\$ 4,189	\$ 4,000	\$ 3,469	\$ 3,775
	<b>\$ 34,034</b>	<b>\$ 32,600</b>	<b>\$ 19,272</b>	<b>\$ 25,375</b>
<b>Commodities</b>				
Bind, print & reproduction	\$ -	\$ 150	\$ -	\$ 150
Mail & parcel post	\$ 205	\$ 300	\$ 96	\$ 200
Office supplies	\$ 2,816	\$ 3,000	\$ 2,042	\$ 2,000
Utilities	\$ 5,244	\$ 4,800	\$ 7,058	\$ 7,500
	<b>\$ 8,265</b>	<b>\$ 8,250</b>	<b>\$ 9,196</b>	<b>\$ 9,850</b>
<b>Insurance/Other Expenditures</b>				
Insurance - Business package	\$ 5,458	\$ 5,000	\$ 6,291	\$ 6,650
Advertising	\$ 529	\$ 500	\$ -	\$ 500
Membership, Fees & Licenses	\$ 308	\$ 500	\$ 259	\$ 500
Subscription & dues	\$ 553	\$ 750	\$ 732	\$ 750
Entertainment & Food	\$ 207	\$ -	\$ 552	\$ 700
	<b>\$ 7,055</b>	<b>\$ 6,750</b>	<b>\$ 7,282</b>	<b>\$ 9,100</b>
<b>Capital Outlay</b>				
Equipment purchases	\$ -	\$ 1,500	\$ -	\$ 1,000
Furniture purchases	\$ -	\$ 500	\$ 1,193	\$ 500
	<b>0</b>	<b>\$ 2,000</b>	<b>\$ 1,193</b>	<b>\$ 1,500</b>
<b>Total Appropriations</b>	<b>\$ 142,155</b>	<b>\$ 128,575</b>	<b>\$ 128,575</b>	<b>\$ 159,283</b>

Revised  
9/18/2018

\*This budget is subject to approval of the CoSA-SAHTF Contract