

AN ORDINANCE **2016-03-31-0228**

AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO HOUSING AUTHORITY TO PROVIDE FOR REIMBURSEMENT OF EXPENSES INCURRED BY THE SAN ANTONIO POLICE DEPARTMENT IN PROVIDING PATROL SERVICES IN SUPPORT OF THE EASTSIDE COMMUNITY ENGAGEMENT PATROLS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, the San Antonio Housing Authority (SAHA) has received grant funds in the amount of \$50,000.00 from the U.S. Department of Justice (DOJ) to support its Eastside Community Engagement Patrols Program (ECEPP); and

WHEREAS, the ECEPP will provide for police patrols in the crime hot spots in the Eastside Choice Neighborhood (ECN) in an effort to both reduce crime in the hot spots and strengthen community-police relationships; and

WHEREAS, SAHA wishes to engage the San Antonio Police Department (SAPD) to provide certain police services in support of the ECEPP; and

WHEREAS, SAHA will reimburse SAPD for the costs SAPD incurs in providing these services in an amount not to exceed \$50,000.00; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designee are hereby authorized to execute a contract with SAHA for certain police services by SAPD in support of the ECEPP. The terms and conditions of the contract shall be substantially the same as those set out in the draft contract attached hereto as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 29817000 and Internal Order 81700000003X.

SECTION 3. 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 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 31st day of March, 2016.

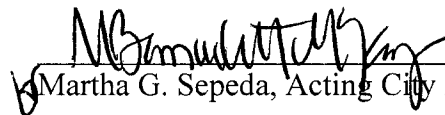

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Martha G. Sepeda, Acting City Attorney

Agenda Item:	18						
Date:	03/31/2016						
Time:	09:40:53 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement between the City of San Antonio and the San Antonio Housing Authority to provide for reimbursement of expenses incurred by the San Antonio Police Department in providing patrol services in support of the Eastside Community Engagement Patrols Program, in an amount of approximately \$50,000.00. [Erik Walsh, Deputy City Manager; William McManus, Chief, Police]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	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				

EXHIBIT I

POLICE SERVICES AGREEMENT

This agreement is made and entered into by and between the City of San Antonio (CITY) and the San Antonio Housing Authority (SAHA).

WHEREAS, the San Antonio Housing Authority (SAHA) has received grant funds in the amount of \$50,000.00 from the U.S. Department of Justice (DOJ) to support its Eastside Community Engagement Patrols Program (ECEPP); and

WHEREAS, the ECEPP will provide for police patrols in the crime hot spots in the Eastside Choice Neighborhood (ECN) in an effort to: (1) reduce overall and violent crime within the ECN hot spots; (2) strengthen relationships between SAPD and both residents and businesses within the ECN; (3) stimulate economic development on N. New Braunfels; and (4) enable longer-term revitalization strategies to succeed; and

WHEREAS, SAHA wishes to engage the San Antonio Police Department (SAPD) to provide certain police services in support of the ECEPP; and

WHEREAS, SAHA will reimburse SAPD for the costs SAPD incurs in providing these services in an amount not to exceed \$50,000.00; **NOW THEREFORE:**

I. TERM

- 1.1 This agreement shall commence upon its execution and shall terminate December 31, 2016, unless terminated earlier pursuant to the provisions hereof.

II. SCOPE OF SERVICES

A. Definitions

- 2A.1 The definitions set out below shall be applicable to the provisions of this agreement.

"Police Services" shall mean service provided by police officers, on an overtime basis, that is directed toward preventing, reducing, and deterring crime and includes, but is not limited to, targeted patrolling of safe corridors and deployment of resources to crime hot spots. Police Services includes the services of a supervisor to coordinate the aforementioned services.

"Hot Spots" shall mean the intersections of (1) N. New Braunfels and Hays; (2) N. New Braunfels and Nolan; (3) N. New Braunfels and Houston; and (4) Walters and Burnet.

"Hot Spot Team" shall mean a group of SAPD officers consisting of a minimum of two officers on foot or bike patrol and a maximum of two more officers on vehicle patrol in a

EXHIBIT I

single SAPD marked vehicle.

B. Services

- 2B.1 Hot Spot Teams shall provide Police Service to the Hot Spots.
- 2B.2 Hot Spot Teams shall strive to provide Police Service to a Hot Spot for thirty minutes at a time, although operational demands will ultimately determine the length of time spent at a given Hot Spot. Hot Spot teams shall strive to provide Police Service to each of the Hot Spots at least once per shift.
- 2B.3 Hot Spot Teams shall provide Police Service to The Park at Sutton Oaks, an apartment complex located at 1010 Locke, at least once per week, as time allows.
- 2B.4 Hot Spot Teams shall be composed of officers from both the East SAFFE (San Antonio Fear Free Environment) and East Patrol Units of the SAPD.
- 2B.5 Officers on foot or bike patrol shall patrol through Hot Spots to deter crime, apprehend suspected criminals, and engage with the community.
- 2B.6 Officers on vehicle patrol shall patrol in and around Hot Spots to apprehend fleeing suspects and vehicles and ensure the safety of the officers on foot or bike patrol. Officers on vehicle shall patrol among the Hot Spots to identify activity that requires the immediate attention of the Hot Spot Team.
- 2B.7 Hot Spot Teams shall engage in community policing activities while also actively deterring crime and arresting criminals. Hot Spot Teams shall the business community in the Hot Spots to learn how they can help with crime issues and to build business-police relationships. Hot Spot Teams shall engage customers and residents (door-to-door) in the Hot Spots to build trusting relationships, solicit feedback on SAPD's policing efforts, pass out flyers for community events, follow-up on problems, etc. Hot Spot Teams shall engage the community at schools in and around the Hot Spots.
- 2B.8 Hot Spot Teams shall engage in necessary proactive work to prevent criminal activity and push to solve problems with other agencies, such as the Animal Care Services Department and the Code Compliance _____ of the _____ Department.
- 2B.9 Hot Spot Teams shall, whenever possible, utilize on-duty SAPD officers to transport arrested individuals to the City Detention Center.

C. General

- 2C.1 Targeted hot spots may be adjusted depending upon current crime trends and displacement effect.
- 2C.2 Notwithstanding anything to the contrary, Police Services are to be provided in

EXHIBIT I

accordance with the direction and control of CITY and its ordinances, rules, and regulations.

III. BILLING

- 3.1 In consideration of CITY's performance in a satisfactory and efficient manner of the services and activities set forth in this agreement, SAHA agrees to reimburse CITY the overtime pay for each hour the officer actually performing the Additional Police Service is entitled to pursuant to the provisions of the collective bargaining agreement between the CITY and the San Antonio Police Officers' Association in effect at the time the services are provided, plus 1.45% of that amount to account for CITY's Medicare match for the overtime pay to each officer.
- 3.2 SAHA agrees that should it be determined by the DOJ that the aforementioned grant permits the expenditure of grant funds for it, SAHA shall reasonably compensate CITY for the use of the CITY vehicles used to provide Additional Police Services pursuant to this agreement. The parties shall execute an amendment to this agreement providing for said compensation.
- 3.3 Notwithstanding any other provision of this agreement, the total of all payments and other obligations made and incurred by SAHA hereunder shall not exceed \$50,000.00, and this agreement shall terminate at the time SAHA has expended that amount pursuant to the terms of this agreement.
- 3.4 Each month, but no later than the twenty-fifth day of the month, beginning with the month following the month in which CITY begins providing Additional Police Services pursuant to this agreement, CITY shall submit a bill to SAHA in accordance with Article X. Regarding the final billing, however, CITY shall be permitted sixty days from the date of termination as set out herein to submit said billing.
- 3.5 Each billing submitted pursuant hereto shall reference this agreement and shall contain the following information: (a) the names and ranks of the officers working; (b) the number of hours worked by each officer; (c) the billing rate per hour for each officer; and (d) a description of the services, which shall include the location of services, provided by each officer.
- 3.6 Within fifteen days of receipt of a billing submitted by CITY, SAHA agrees to pay CITY an amount equal to SAHA's liabilities not previously billed to and subsequently paid by SAHA.

IV. TERMINATION

- 4.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in Article I or earlier termination pursuant to any of the provisions of this contract.

EXHIBIT I

- 4.2 CITY may terminate this contract in accordance with this article, in whole or in part, at any time, for any reason, with ten days' written notice to SAHA. Said notice shall specify the date of termination.
- 4.3 Within thirty days of the effective date of termination (unless an extension is authorized in writing by CITY), CITY shall submit to SAHA its claim in detail for the monies owed by SAHA for services performed under this contract through the effective date of termination. SAHA shall then pay all monies owed to CITY for services provided prior to receipt of CITY's notice of termination.
- 4.4 In no event shall CITY's action of terminating this contract be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue SAHA for any default hereunder or other action.

V. NON-WAIVER

- 5.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

VI. INDEMNIFICATION

- 6.1 **SAHA COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF 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 CITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RESULTING FROM, OR RELATED TO SAHA'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF SAHA, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF**

EXHIBIT I

SAHA, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS THAT ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT.

- 6.2 IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY SAHA TO INDEMNIFY, PROTECT, AND HOLD HARMLESS, CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. SAHA FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**
- 6.3 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.**
- 6.4 SAHA SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY OR SAHA KNOWN TO SAHA RELATED TO OR ARISING OUT OF SAHA'S ACTIVITIES UNDER THIS CONTRACT.**
- 6.5 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SAHA 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.**

EXHIBIT I

VII. INSURANCE

- 7.1 Prior to the commencement of any work under this Agreement, SAHA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CITY's Police Department, which shall be clearly labeled "SAHA POLICE SERVICES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's Police Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.
- 7.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will CITY allow modification whereby CITY may incur increased risk.
- 7.3 SAHA's financial integrity is of interest to the CITY; therefore, subject to SAHA's right to maintain reasonable deductibles in such amounts as are approved by the CITY, SAHA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAHA's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

EXHIBIT I

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

- 7.4 SAHA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of SAHA herein, and provide a certificate of insurance and endorsement that names the SAHA and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of SAHA. SAHA shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CITY's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the contract for all purposes.
- 7.5 As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. SAHA shall be required to comply with any such requests and shall submit requested documents to the CITY at the address provided below within 10 days. SAHA shall pay any costs incurred resulting from provision of said documents.

Contracts Manager
 San Antonio Police Department
 315 S. Santa Rosa
 San Antonio, Texas 78207

- 7.6 SAHA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- A. Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the

EXHIBIT I

- CITY, with the exception of the workers' compensation and professional liability policies;
- B. Provide for an endorsement that the "other insurance" clause shall not apply to the CITY of San Antonio where the CITY is an additional insured shown on the policy;
 - C. Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY; and
 - D. Provide advance written notice directly to CITY of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 7.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SAHA shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend SAHA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 7.8 In addition to any other remedies the CITY may have upon SAHA's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order SAHA to stop work hereunder, and/or withhold any payment(s) which become due to SAHA hereunder until SAHA demonstrates compliance with the requirements hereof.
- 7.9 Nothing herein contained shall be construed as limiting in any way the extent to which SAHA may be held responsible for payments of damages to persons or property resulting from SAHA's or its subcontractors' performance of the work covered under this Agreement.
- 7.10 It is agreed that SAHA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 7.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided..
- 7.12 SAHA and any subcontractors are responsible for all damage to their own equipment and/or property.

VIII. CHANGES AND AMENDMENTS

- 8.1 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 SAHA.

EXHIBIT I

- 8.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

IX. ENTIRE AGREEMENT

- 9.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain 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 only executed by the parties.

X. SEVERABILITY

- 10.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this 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.

XI. NOTICES

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

CITY

Contracts Manager
San Antonio Police Department
315 S. Santa Rosa
San Antonio, Texas 78207

SAHA

San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

XII. LAW APPLICABLE

- 12.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE

EXHIBIT I

WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

12.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XIII. LEGAL AUTHORITY

13.1 The signer of this agreement for SAHA represents, warrants, assures, and guarantees that he has full legal authority to execute this agreement on behalf of SAHA and to bind SAHA to all of the terms, conditions, provisions, and obligations herein contained.

XIV. PARTIES BOUND

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

XV. GENDER

15.1 Words of any gender used in this agreement 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 agreement are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this agreement.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2016.

CITY OF SAN ANTONIO

SAN ANTONIO HOUSING AUTHORITY

Sheryl Sculley
City Manager

APPROVED AS TO FORM:

EXHIBIT I

Martha G. Sepeda
Acting City Attorney

