

ORDINANCE 2019-05-30-0443

AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO HOUSING AUTHORITY (“SAHA”) FOR THE SAHA AIR CONDITIONING PARTNERSHIP FOR PUBLIC HOUSING RESIDENTS PROJECT.

* * * * *

WHEREAS, the San Antonio Housing Authority (“SAHA”) has implemented an Air Conditioning Partnership for the Public Housing Residents project (the “project”) providing for the purchase and installation of air conditioning units to residents of 20 SAHA housing developments that currently do not have air conditioning units as a standard rental feature; and

WHEREAS, the City intends to participate in the project, in partnership with the San Antonio Housing Trust, the Gordon Hartman Family Foundation, and SAHA, by contributing \$500,000.00 (the “funds”) to the project; and

WHEREAS, the City finds and determines that contributing these funds to the project promotes the public purpose of ensuring that approximately 2,500 SAHA residents and some of the most vulnerable citizens of the City of San Antonio are provided air conditioning in their homes which is necessary for their health, safety, and welfare; and

WHEREAS, to accomplish this public purpose, the City and SAHA have agreed to enter into a funding agreement to set out terms and conditions to the City’s contribution of the funds in exchange for SAHA’s facilitation and management of the project; **NOW THEREFORE:**

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

SECTION 1. The City Council approves the terms and conditions of the City’s participation in the San Antonio Housing Authority (“SAHA”) Air Conditioning Partnership for the Public Housing Residents project.

SECTION 2. The City Manager or designee is authorized to execute a Funding Agreement with SAHA in accordance with this Ordinance. A copy of the Agreement, in substantially final form, is attached hereto as **Attachment I**.

SECTION 3. Funding in the amount of \$500,000.00 for this Ordinance is available in Fund 11001000, Cost Center 5701020019 and General Ledger 5201040 as part of the Fiscal Year 2019 budget.

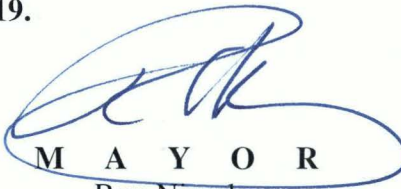
SECTION 4. Payment not to exceed the budgeted amount is authorized to SAHA for the Air Conditioning Partnership for the Public Housing Residents project.

JYW
05/30/2019
Item No. 24

SECTION 5. 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.

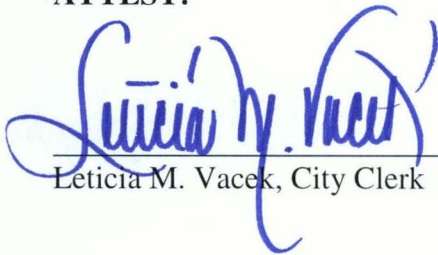
SECTION 6. This Ordinance shall become effective immediately upon its passage by eight (8) votes or more and upon ten (10) days following its passage if approved by fewer than eight (8) votes.

PASSED AND APPROVED this 30th day of May, 2019.



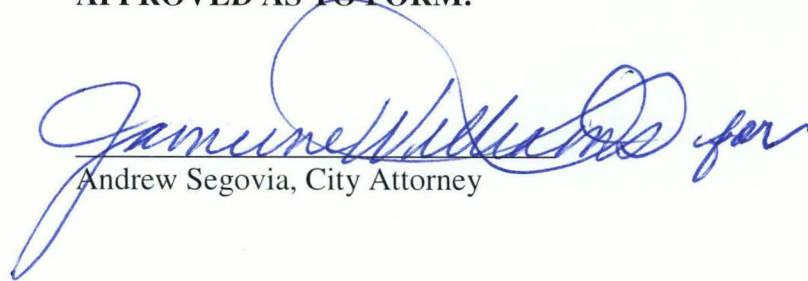
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	24 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27A, 27B, 27C)
Date:	05/30/2019
Time:	09:35:28 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving a Funding Agreement in an amount not to exceed \$500,000.00 with the San Antonio Housing Authority for the Air Conditioning Partnership for Public Housing Residents project. This is a one-time expenditure from the FY 2019 Neighborhood and Housing Services General Fund. [Lori Houston, Assistant City Manager; Verónica R. Soto, Director, Neighborhood and Housing Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Art A. Hall	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	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				

JYW
05/31/2019
Item No. 24

Attachment I

2.02 CITY shall have a right to inspect the installation of the air conditioners as well as the air quality of each residential unit in which an air conditioner has been installed at a time mutually agreed upon by the Parties.

III. SAHA'S RESPONSIBILITIES

3.01 SAHA will perform one annual inspection of the residences within which air conditioning units are to be installed under this Agreement as required by the Department of Housing and Urban Development to determine if the residences meet HUD requirements regarding decent, safe and sanitary conditions consistent with SAHA housekeeping standards. If health issues, including indoor air quality or indoor environmental concerns, are reasonably suspected as a direct result of air condition installation, SAHA will contract with appropriately credentialed and qualified professionals to conduct an environmental assessment and remediate the issue. SAHA is under no obligation to determine if the unit is working properly or to engage an air conditioner contractor if the unit is found not to be operational.

3.02 SAHA will provide all residents education regarding usage and maintenance of the air conditioning units to include cleaning, optimal usage settings, potential impacts on utility bills, and resources available to assist with utility costs.

3.03 SAHA will ensure that only licensed and qualified professionals conduct the installations of the air conditioners.

3.04 SAHA represents that it has procured the air conditioners and installation in accordance with applicable federal and state law. If the funds provided hereunder will be utilized by SAHA in connection with any new procurement for the project, SAHA agrees to procure the air conditioners and installation in accordance with applicable state law.

3.05 Upon written request, SAHA agrees to allow the CITY to inspect and copy, at a mutually agreeable time and location, the documents and materials related to the project including procurement, installation, education and housekeeping inspection and assessment results, if any.

IV. ENTIRE AGREEMENT

4.01 This Agreement supersedes any and all other agreements, either oral or in writing, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement will be valid or binding.

V. NO WAIVER OF IMMUNITY

5.01 This Agreement does not waive either party's rights under any legal theory of sovereign immunity.

VI. TEXAS LAW TO APPLY

6.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the Parties, will be governed by the laws of the State of Texas.

VII. SEVERABILITY

7.01 If any one or more of the provisions contained in the Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

VIII. AMENDMENT

8.01 No amendment, supplementation, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

IX. INDEMNIFICATION

9.01 CITY and SAHA acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injury or death. CITY and SAHA shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

X. INSURANCE

10.01 CITY and SAHA shall each maintain insurance covering general liability in accordance with each entity's statutory requirements. In all contracts entered into by COUNTY for CITY Work, COUNTY shall include provisions reflecting:

10.02 SAHA shall require all contractors and service providers to maintain statutory worker's compensation insurance for all of their employees with a waiver of subrogation in favor of CITY and SAHA.

10.03 SAHA shall require the consultants, contractors, and any subcontractors to provide all statutorily-required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, SAHA shall determine whether to require performance bonds.

XI. THIRD PARTIES

This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.

XII. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

XIII. TERMINATION

This Agreement will automatically terminate three (3) years after the Effective Date. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to SAHA for any outstanding invoice that SAHA provides for the project, if any.

**EXECUTED IN DUPLICATE ORIGINALS
CITY OF SAN ANTONIO**

SAN ANTONIO HOUSING AUTHORITY

By: _____
Erik Walsh
City Manager

By: _____
[Name]
[Title]

ATTEST:

ATTEST:

By: _____
Leticia Vacek
City Clerk

By: _____
[Name]
[Title]

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

By: _____
Andy Segovia
City Attorney

By: _____
[Name]
[Title]

Date: _____

Date: _____