

ORDINANCE 2020-03-19-0198

APPROVING A FUNDING AGREEMENT IN THE AMOUNT OF \$1,046,000.00 WITH SAN ANTONIO AFFORDABLE HOUSING, INC FOR THE IMPLEMENTATION OF AFFORDABLE SINGLE-FAMILY INFILL HOUSING PROGRAMS IN CITY COUNCIL DISTRICTS 1-5, AND RATIFYING THE ACQUISITION OF EIGHT PROPERTIES IN COUNCIL DISTRICTS 2 AND 3.

* * * * *

WHEREAS, on August 8, 2019, the City Council adopted the 2020 Affordable Housing Budget which, in part, leverages funds granted by City-initiated Tax Increment Reinvestment Zones (TIRZ) with funding from housing partners to support programs or projects that encourage housing affordability throughout the City; and

WHEREAS, the City has identified San Antonio Affordable Housing, Inc (“SAAH”) as a partner to implement two such programs, the FY20 Single-Family Rehabilitation Program and the FY20 Single-Family New Construction Program, that aim to reduce neighborhood blight through the redevelopment and purchase of vacant lots; and

WHEREAS, on November 25, 2019, to implement the programs, seven unimproved properties located at 547 E. Villaret, 2826 Spokane, 9354 Yett, 9350 Yett, 4910 Huntsmor, 511 Upland, and 9410 Brightview were acquired by the City on behalf of SAAH from the San Antonio Housing Authority for a total of \$607,647.35; and

WHEREAS, SAAH will also be assisting with the relocation of a donated, historic single-family home located at 516 Pierce in Government Hill Historic District, to a vacant lot located at 303 Spofford, acquired by the City on January 10, 2020 on behalf of SAAH from the San Antonio Housing Authority for a total of \$39,828.45. After repairs have been completed, the home will be sold at an affordable price to a family earning at or below 120% of the Area Median Income; and

WHEREAS, on February 19, 2020, the SAAH Board approved a Resolution to formally enter into the Funding Agreement with the City of San Antonio for the infill programs and home relocation; and

WHEREAS, it is now necessary for the City Council to approve the Funding Agreement with SAAH and to ratify the acquisition of eight properties in Council Districts 2 and 3; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of a Funding Agreement with San Antonio Affordable Housing, Inc are hereby approved. A copy of the agreement, in substantially final form, is attached to this Ordinance as **Exhibit A**.

SECTION 2. The City Manager or his designee is hereby authorized to execute the Development Agreement which has been incorporated into this Ordinance for all purposes.

SECTION 3. Funding in the amount of \$1,046,000.00 for this ordinance is available as part of the Fiscal Year 2020 budget, per the table below:

Amount	General Ledger	Cost Center	Fund
\$610,000.00	5209010	5705010001	29623002
\$395,000.00	5209010	5705010002	29623002
\$41,000.00	5209010	5705010003	29623002

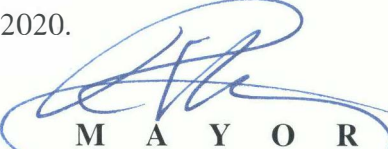
SECTION 4. Payment not to exceed the budgeted amount is authorized to San Antonio Affordable Housing, Inc. for the implementation of affordable single-family infill housing programs in City Council Districts 1-5, and the acquisition of eight properties.

SECTION 5. The acquisition of eight lots located at 547 E. Villaret, 2826 Spokane, 9354 Yett, 9350 Yett, 4910 Huntsmor, 511 Upland, 9410 Brightview and 303 Spofford is hereby ratified. The acquisition of surplus property must be coordinated through the City's Finance Department to assure the addition of these assets into the City's financial records, and to record the proper accounting transactions.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance shall be effective upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 19th day of March, 2020.


M A Y O R
Ron Nirenberg

ATTEST:


Tina Flores, Acting City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

March 19, 2020

Item: 22

Enactment Number:

File Number: 20-1676

2020-03-19-0198

Ordinance approving a Funding Agreement for \$1,046,000 with San Antonio Affordable Housing, Inc. for the implementation of affordable single-family infill housing programs in City Council Districts 1-5. and ratifying the acquisition of eight properties in Council Districts 2 and 3, funded from the FY20 Affordable Housing Fund. [Lori Houston, Assistant City Manager; Verónica R. Soto, Director, Neighborhood & Housing Services]

Councilmember Jada Andrews-Sullivan made a motion to adopt. Councilmember Roberto C. Treviño seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

CR
03/19/20
Item No. 22

EXHIBIT A

STATE OF TEXAS	§	FUNDING AGREEMENT BETWEEN
	§	THE CITY OF ANTONIO AND
	§	SAN ANTONIO AFFORDABLE
COUNTY OF BEXAR	§	HOUSING, INC

This FUNDING AGREEMENT (hereinafter referred to as “Agreement”) is hereby 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 Neighborhood and Housing Services Department, pursuant to Ordinance No. _____, dated _____, 2020, and SAN ANTONIO AFFORDABLE HOUSING, INC. (“SAAH”), a Texas non-profit corporation acting by and through its Board Chair, hereto duly authorized.

RECITALS

WHEREAS, on August 8, 2019, through Ordinance 2019-08-08-0598, the City Council adopted the FY 2020 Action Plan and Budget, and set aside funds for the FY 2020 Affordable Housing Budget; and

WHEREAS, a component of the 2020 Affordable Housing Budget leverages funds granted by City-initiated Tax Increment Reinvestment Zones (TIRZ) with funding from housing partners to support programs or projects that encourage housing affordability throughout the City and/or assist in keeping vulnerable families in their homes; and

WHEREAS, the City has identified SAAH as a partner to implement two such programs, the FY20 Single-Family Rehabilitation Program and the FY20 Single-Family New Construction Program (together referred to as the “Project”) aimed at reducing neighborhood blight through the redevelopment and purchase of vacant lots. SAAH will also assist with the relocation of a historic single-family residential structure within the Government Hill Historic District.

NOW THEREFORE, 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. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement is deemed effective as of November 1, 2019 (“Effective Date”). Either party may terminate this Agreement upon providing a written thirty (30) day notice of such termination to the other party, as set out in Section XIII Termination.

1.2 SAAH agrees and understands all obligations of CITY are subject to annual appropriation by City Council. Accordingly, if CITY does not appropriate the sums to pay the obligations hereunder, due to the unavailability of funds, then this Agreement shall terminate. Neither

SAAH nor CITY shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement.

II. RESPONSIBILITIES

2.1 SAAH hereby accepts responsibility for the performance, in a satisfactory and efficient manner as agreed to by CITY, of all services and activities set forth in this Agreement.

2.2 Unless written notification by CITY to the contrary is received, CITY's Director of Neighborhood and Housing Services Department, or their designee, shall be CITY's designated representative responsible for the implementation and administration of all matters pertaining to this Agreement.

2.3 SAAH'S Board of Commissioners (the "Board") shall be responsible for the management of all matters pertaining to this Agreement. Ongoing daily business communication contact for SAAH shall be with the Board Chair or the Board's designee.

2.4 Communications between CITY and SAAH shall be directed to the designated representatives of each as set forth in paragraphs numbered 2.2 and 2.3 hereinabove.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 Notwithstanding anything to the contrary herein if CITY provides federal funds to SAAH, SAAH shall comply with any and all applicable rules and regulations as contained in CITY's Federal Compliance Manual (a copy of which will be included as part of every federally funded contract or federally funded activity managed as part of this Agreement).

3.2 CITY and SAAH shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting SAAH's operations pursuant to this Agreement.

IV. LEGAL AUTHORITY

4.1 CITY and SAAH each 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 Agreement and to perform the responsibilities herein required.

4.2 The signers of this Agreement for CITY and SAAH each represent, warrant, assure and guarantee that he or she has full legal authority to execute this Agreement on behalf of CITY or SAAH, respectively, and to bind CITY and SAAH, respectively, to all terms, performances and provisions herein contained.

4.3 In the event that a dispute arises as to the legal authority to enter into this Agreement of either CITY or SAAH or the person signing on behalf of CITY or SAAH, the disputing party shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.

4.4 The parties agree that the activities of SAAH set out herein constitute a public purpose. All support and assistance provided by CITY is in exchange for the performance of activities consistent with that public purpose.

V. PERFORMANCE BY CITY

5.1 CITY, in accordance and compliance with the terms, provisions and requirements of this Agreement, shall administer, perform and provide all of the activities and services set forth in this Agreement by and through its Neighborhood Housing Services Department.

5.2 CITY and SAAH agree that CITY may modify or alter Exhibit "A" to comply with any revision of activities as permitted by other laws, including those permitted by the Texas Local Government Code or other development statutes.

VI. PERFORMANCE BY SAAH

6.1 SAAH, in accordance and compliance with the terms, provisions and requirements of this Agreement, shall undertake activities on behalf of CITY to acquire vacant lots to redevelop and build, for the FY20 Inner City Infill Rehabilitation Program and the Inner City Infill New Construction Program (together the "Project"), in conformity with program goals, incentives and timelines contained in Exhibit "A" and all applicable state and local laws, including any applicable CITY plans, goals, and policies approved by CITY. SAAH understands and agrees that if state and local laws, including CITY plans, goals and policies are amended or revised, it shall comply with them or otherwise immediately notify CITY pursuant to the provisions of this Agreement.

6.2 SAAH agrees that in considering land acquisitions for the Project, priority shall be given to potential available properties that fall within Inner City Tax Increment Reinvestment Zone #11 boundaries.

6.3 SAAH shall be responsible for causing the single-family residential structure located at 516 Pierce Avenue to be relocated within the Government Hill Historic District. It shall enter into a contract with the owner of said property for the purchase of the structure and shall be responsible for acquiring a relocation property within the District. SAAH shall relocate the structure prior to March 31, 2020.

6.4 SAAH and CITY, in accordance and compliance with the terms, provisions and requirements of this Agreement, shall designate the SAAH Board Chair (or another person designated by the SAAH Board) and the City Manager or her designee or CITY's Director of the Neighborhood Housing Services Department ("Director") to execute any and all documents to transact business for SAAH. The SAAH Board Chair shall be available to CITY staff at all reasonable times during business hours to transact business.

VII. FUNDING TO SAAH

7.1 In consideration of SAAH's performance, in a satisfactory and efficient manner as determined by Director, of all services and activities set forth in this Agreement, SAAH agrees to expend the funds herein for all eligible expenses incurred hereunder in accordance with Section 7.2.

7.2 City agrees to pay SAAH no more than ONE MILLION FORTY SIX THOUSAND DOLLARS AND NO CENTS (\$1,046,000.00) in connection with the Scope of Services for the Project, attached hereto and incorporated herein as Exhibit "A". Notwithstanding any other provision of this Agreement, disbursements for the Project shall not exceed the following:

- A. for rehabilitations activities hereunder, expenditures shall not exceed the sum of SIX HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$610,000.00).
- B. for vacant lot redevelopment activities made hereunder, expenditures shall not exceed the sum of THREE HUNDRED NINETY-FIVE THOUSAND DOLLARDS AND NO CENTS (\$395,000.00).
- C. for relocation of a single family residential structure located at 516 Pierce Avenue, City agrees to pay SAAH no more than FORTY ONE THOUSAND DOLLARS AND NO CENTS (\$41,000.00).

7.3 CITY shall not be liable for any SAAH cost, or portion thereof, which:

- (A) Has been paid, reimbursed or is subject to payment or reimbursement from another source.
- (B) Is not in strict accordance with the terms of this Agreement, including all exhibits attached.
- (C) Has not been billed to CITY in accordance with the terms of this Agreement.
- (D) Is not an allowable cost as detailed by Project Scope (Exhibit "A").

7.4 CITY shall not be liable for any SAAH cost, or portion thereof, which is or was incurred in connection with an activity of SAAH where:

- (A) Prior written authorization from CITY is required for the activity and such authorization was not first procured.
- (B) CITY has requested that SAAH furnish data concerning an activity prior to proceeding further therewith and SAAH nonetheless proceeds without first submitting the data and receiving CITY approval thereof.

7.5 CITY shall not be obligated or liable under this Agreement to any party, other than SAAH, for payment of any monies or provision of any goods or services.

7.6 In the event the scope of the Project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly.

7.7 SAAH understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of San Antonio. Should City implement a reduction in General Fund expenditures, then agreements funded by City's General Fund, including this Agreement, may, at City's option, be reduced in a like manner. City will attempt to provide SAAH with as much advance notice of a potential funding reduction as is possible to allow SAAH to make budget adjustments. SAAH will collaborate with City to determine areas of adjustments.

7.8 All work performed by SAAH hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. The City shall be under no obligation to pay for any work performed by SAAH, which is not satisfactory to Director. The City shall have the right to terminate this Agreement, in accordance with Article XIII. Termination, in whole or in part, should SAAH's work not be satisfactory to the Director; however, the City shall have no obligation to terminate this Agreement and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify SAAH in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Termination contained in this Agreement.

VIII. MAINTENANCE OF RECORDS

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

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this Agreement and with all applicable federal and state regulations establishing standards for financial management; and

(B) That SAAH's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

8.2 SAAH agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this Agreement.

8.3 To the extent of any executory sub-contracts, SAAH agrees to include the substance of this Article in all of its sub-contracts.

8.4 Nothing in this Article shall be construed to relieve SAAH of:

- (A) Responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement; and
- (B) Fiscal accountability and liability pursuant to this Agreement and any legal requirements.

8.5 The Public Information Act, Government Code Section 552.021, requires the CITY to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if SAAH receives inquiries regarding documents within its possession pursuant to this Agreement, SAAH shall within twenty-four (24) hours of receiving the requests forward such requests to CITY for disposition. If the requested information is confidential pursuant to state or federal law, SAAH shall submit to CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of SAAH's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each party. Each party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other party.

IX. ACCESSIBILITY OF RECORDS

9.1 At any reasonable time and as often as CITY may deem necessary, SAAH shall make all of its records available to CITY, or any state or federal agency as appropriate, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. SAAH's records shall include, but shall not be limited to, the following: payroll, personnel and employment records; contracts; and invoices.

X. INDEMNIFICATION

10.1 SAAH and CITY acknowledge 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 Civil Practices and Remedies Code and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

10.2 This Agreement will be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

XI. CONFLICT OF INTEREST

11.1 CITY and SAAH covenant that neither it nor any member of its' governing bodies or of its' staff presently have any personal interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CITY and SAAH further covenant that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its' governing bodies or of its' staff.

11.2 CITY and SAAH further covenant that no member of its' governing bodies or of its' staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

XII. CHANGES AND AMENDMENTS

12.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing, executed by both parties, and as applicable, approved by the City Council of the City of San Antonio.

12.2 Notwithstanding the above, the parties agree that the CITY and SAAH shall have the authority to execute an amendment of this Agreement or its Exhibits without the necessity of seeking any further approval by the City Council of the City of San Antonio or SAAH Board approval, if permitted by all applicable local, state and federal laws, in the limited circumstance when such amendment solely increases funding of this Agreement in an Agreement not exceeding twenty percent (20%) of the total Agreement of this Agreement. Amendments to the responsibilities set out within this Agreement and/or Exhibit "A" that do not change the overall value of the Agreement, but revise, modify or define duties amongst the parties do not require further approval by City Council or the SAAH Board.

12.2 Whenever and as often as deemed reasonably necessary by CITY, CITY and SAAH may request and require changes to the Work Scope (Exhibit "A"); such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to SAAH as provided for pursuant to the terms, provisions and conditions of this Agreement within the scope of the project approved in the Ordinance.

12.3 In the event that the level of funding for SAAH is significantly altered, SAAH shall submit, immediately upon request by CITY, revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Section 7.2.

12.4 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 Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIII. TERMINATION

13.1 "Termination" of this Agreement shall mean upon a decision to terminate by either CITY or SAAH, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

13.2 Upon receipt of written notice to terminate, SAAH shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement. To this effect, CITY shall not be liable to SAAH or SAAH's creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

13.3 Within thirty (30) calendar days after receipt of written notice to terminate, SAAH shall submit a statement to CITY, indicating in detail the services performed under this Agreement prior to the effective date of termination.

13.4 Should SAAH violate the terms in Sections 7.4 or 15.1, such actions shall be considered a material breach of this Agreement and CITY shall have the option to immediately terminate this Agreement.

XIV. NOTIFICATION OF ACTION BROUGHT

14.1 In the event that any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "claim") is made or brought against SAAH, SAAH shall give written notice thereof to CITY within two (2) business days after itself being notified. SAAH's notice to CITY shall state the date and hour of notification to SAAH of the claim; the names and addresses of those instituting or threatening to institute the claim, the basis of the claim; and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XVIII of this Agreement.

XV. ASSIGNMENTS

15.1 SAAH shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XVI. SEVERABILITY OF PROVISIONS

16.1 If any clause or provision of this Agreement 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement 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.

XVII. ENTIRE AGREEMENT

17.1 This Agreement 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 Agreement 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.

XVIII. NOTICES

18.1 For purposes of this Agreement, 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 and Housing Services Department
1400 S Flores
San Antonio, Texas 78283

SAAH:

Chair,
Board of Commissioners
1400 South Flores
San Antonio, Texas 78204

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

XIX. CONTRACTING

19.1 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of SAAH. SAAH is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

19.2 City shall in no event to be obligated to any third party, including any sub-contractor of Grant, for performance of or payment for work or services.

- 19.3 Except as otherwise stated herein, SAAH may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City. As a condition of such consent, if such consent is granted, SAAH shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SAAH, assignee, transferee or subcontractor.
- 19.4 SAAH shall conduct its own risk assessment for the City's financial exposure under the terms of this Agreement and from that assessment determine whether criminal background checks should be required for personnel and/or contractors. Should SAAH determine that background checks are necessary to protect City's financial interest, SAAH shall provide documentation showing that all of SAAH's staff members and/or contractors have cleared a criminal background check within 30 days of execution of this Agreement.

XXII. PARTIES BOUND

20.1 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 herein.

XXIII. GENDER

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

XXIV. RELATIONSHIP OF PARTIES

22.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

XXV. ADVERSARIAL PROCEEDINGS

23.1 SAAH agrees that under no circumstances will the funds received under this Agreement 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, unless written permission is given by CITY.

XXVI. TEXAS LAW TO APPLY

24.1 THIS Agreement SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

24.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXVII. CAPTIONS

25.1 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 this the _____ day of _____, 2020, with an Effective Date as set forth herein.

CITY OF SAN ANTONIO

**SAN ANTONIO AFFORDABLE
HOUSING, INC.**

By: _____

By: _____

Title: Director, Neighborhood Housing
Services Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Counsel for SAAH

Attachment: Exhibit "A" Project Scope

EXHIBIT “A”

SCOPE OF WORK

SAAH Single-Family New Construction Program

Pilot Program Overview

SAAH's Single-Family Vacant Lot Pilot Program aims to reduce neighborhood blight through the redevelopment of up to 10 vacant lots that currently exist in San Antonio inner city neighborhoods, within City Council Districts 1- 5. The brand new affordable homes will be built on these lots for low- and moderate-income homebuyers while improving the quality of life for adjacent neighbors.

SAAH will utilize City funding to incentivize non-profit and private developers to purchase vacant lots in the aforementioned Council Districts to construct new homes. These funds will assist in filling the gap between the total development costs, the appraised value of the property and the sales price in order to ensure these homes are sold to families earning 80% -120% Area Median Income (HUD). In addition to the TIRZ funding incentives, the City has partnered with LISC San Antonio to offer construction financing to qualified small scale developers. Finally, the City of San Antonio is offering down payment assistance and City fee waivers from its existing programs to be layered into the transaction to ensure the homes are affordable to San Antonio families.

Outcome

Up to 10 new affordable homes will be introduced into inner city neighborhoods to preserve and protect neighborhood integrity in Council Districts 1- 5. These homes will be made affordable to families earning 80% - 120% Area Median Income (HUD).

Incentives

- SAAH will award up to \$30,000 to pay the difference between the land purchase, construction costs and sales cost to make them affordable to families earning between 80% -120% AMI
- Access to apply for a LISC Construction Loan for up to \$125,000 at 6% interest
- City of San Antonio down payment assistance for qualified homebuyer of up to \$15,000 (subject to availability)
- City fee waivers up to \$2,500 and impact fees up to \$6,500 (subject to availability)
- A project advocate will be assigned to assist with fielding City related development issues and hurdles

Timeline

November 2019-February 2020
<ul style="list-style-type: none">• Issue RFA with single-family new construction guidelines, Council District Boundaries and LISC Construction Loan Application included• Score and select developers• Present to OUR SA/SAAH Board for approval
March 2020

<ul style="list-style-type: none"> • OUR SA/SAAH executes Development Agreement with selected Developer(s) • Developer(s) identify and secure sites • Developer(s) applies for LISC Construction Loan • OUR SA/SAAH issues NTP upon securing construction financing for project
April 2020 – April 2021
<ul style="list-style-type: none"> • Developer builds homes within 12 months • Properties are listed for sale on MLS and buyers are identified

SAAH Single-Family Rehabilitation Program

Pilot Program Overview

SAAH's Single-Family Rehabilitation Pilot Program aims to reduce neighborhood blight through the renovation of seven (7) single-family houses acquired from San Antonio Housing Authority (SAHA) within City Council Districts 1- 5. The renovated homes will be sold to low- and moderate-income homebuyers while improving the quality of life for adjacent neighbors.

SAAH will utilize City funding to purchase the seven (7) houses from SAHA. SAAH will scope and bid the rehabilitation work out to the private sector building community. Upon final scoping and cost estimates, SAAH will apply for a LISC Construction Loan to rehab the houses. SAAH will list the houses upon completion on MLS to advertise and sell the homes to families earning 80% -120% Area Median Income (HUD). The City of San Antonio is offering down payment assistance from its existing programs to be layered into the transaction to ensure the homes are affordable to San Antonio families.

Outcome

7 houses will be rehabilitated and introduced into inner city neighborhoods to preserve and protect neighborhood integrity in Council Districts 1- 5. These homes will be made affordable to families earning 80% - 120% Area Median Income (HUD).

Timeline

December 2019 – February 2020
<ul style="list-style-type: none">▪ Purchased the 7 SAHA houses▪ Draft Scopes and Cost Estimate▪ Apply for LISC Construction Loan
March 2020
<ul style="list-style-type: none">▪ Package 1 – 3 houses Bid Release: January 27 Due: February 25▪ Package 2 – 3 houses Bid Release: February 10 Due: March 10▪ Package 3 – 1 house Bid Release: February 12 Due: March 12
April 2020 – September 2020
<ul style="list-style-type: none">▪ Rehabs Underway & Listed/Sold

516 Pierce Relocation

Overview

The Board of Directors for San Antonio Affordable Housing, Inc (SAAH) has agreed to accept and relocate a historic home currently located at 516 Pierce in Government Hill Historic District, Council District 2. The home will be donated by its owner, SA Quad Ventures, LLC, and relocated to 303 Spofford in Government Hill. A professional home mover has been contracted by SAAH to manage all aspects of the move.

SAAH will utilize City funding to purchase the vacate lot located at 303 Spofford. Funds from the REnewSA Affordable Housing Program will be used to pay the home mover and any repairs and utility connection expenses. SAAH will list the home upon completion on MLS and sell to a family earning at or below 120% of Area Median Income (HUD). The City of San Antonio is offering down payment assistance from its existing programs to be layered into the transaction to ensure the home is affordable to San Antonio families. Repayment to REnewSA for funds used in this project will come from the sale of the property.