

AN ORDINANCE 2008-11-06-0996

APPROVING THE ADMINISTRATIVE SERVICES BUDGET OF THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC. IN THE AMOUNT OF \$227,550.00 FOR STAFFING AND ADMINISTRATION OF THE CITY OF SAN ANTONIO HOUSING TRUST FOR FISCAL YEAR 2008-2009; APPROVING A CONTRACT FOR SERVICES TO BEGIN OCTOBER 1, 2008 AND EXPIRE ON SEPTEMBER 30, 2009; APPROVING A PERSONNEL COMPLEMENT AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH.

* * * * *

WHEREAS, the City of San Antonio Housing Trust was established by City Council Ordinance No. 67895 on September 8, 1988 under a Declaration of Trust, to provide affordable housing opportunities for low and moderate income families inside Interstate Highway Loop 410; and

WHEREAS, pursuant to said Declaration of Trust, Article III, Section 3.3.1, as amended by Resolution No. 90-0801, passed on August 15, 1990, and approved by Ordinance No. 72563, passed on November 1, 1990, the San Antonio Housing Trust Foundation, Inc., a Texas nonprofit corporation, is responsible for the administrative support of the operations of the City of San Antonio Housing Trust and Board of Trustees; and

WHEREAS, under Ordinance No. 74452, passed on September 26, 1991, the San Antonio Housing Trust Foundation, Inc. was designated and approved to be administrative and fiscal agent of the City of San Antonio Housing Trust for the disbursement of awards of Trust assistance to sponsors of affordable housing projects and programs; and

WHEREAS, the City contributes towards the cost of administrative operation of the City of San Antonio Housing Trust by the San Antonio Housing Trust Foundation, Inc. from the interest earned by the City on its San Antonio Housing Fund, and the amount of \$227,550.00 is presently available in such fund for distribution to the San Antonio Housing Trust Foundation, Inc. in support of its staffing and administration; and

WHEREAS, it is now the intention of City Council to approve the administrative services budget and the administrative services contract in the amount of \$227,550.00 for the San Antonio Housing Trust Foundation, Inc.; **NOW THEREFORE:**

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

SECTION 1. The budget of the San Antonio Housing Trust Foundation, Inc. for Fiscal Year 2008-2009 is hereby approved. A copy of said budget is affixed hereto and incorporated herein as **Attachment I.**

SECTION 2. The administrative services contract between the City of San Antonio and the San Antonio Housing Trust Foundation, Inc. for the term beginning October 1, 2008 and expiring on September 30, 2009 and the personnel complement are hereby approved. The City Manager or, in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager or

the Director of the Grants Monitoring and Administration Department is hereby authorized to execute said administrative services contract. A copy of a contract in substantially the same form as that which is to be executed is affixed hereto and incorporated herein as **Attachment II**. The personnel complement is set forth in the Program Statement, which is affixed and incorporated in the contract as Exhibit "A."

SECTION 3. The amount of \$227,550.00 is appropriated for the Fiscal Year 2009 Budget in Fund Number 29613000, City of San Antonio Housing Trust, Cost Center 0703100001, City of San Antonio Housing Trust, and General Ledger Number 5201040, Fees to Professional Contractors.

SECTION 4. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

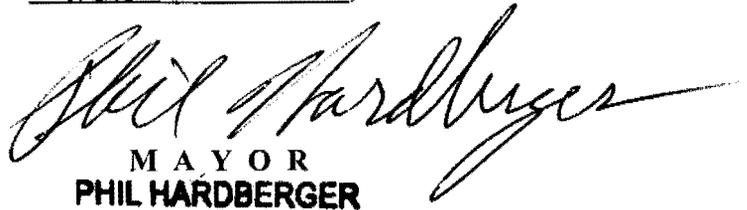
SECTION 5. The City Manager, or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, or the Director of the Grants Monitoring and Administration Department is hereby designated and authorized as the representative of the City for the purpose of the San Antonio Housing Trust, and the San Antonio Housing Trust Foundation, Inc. program administration and communication. The Grants Monitoring and Administration Department is hereby designated as the responsible department for monitoring, communication, fiscal compliance, and processing of the San Antonio Housing Trust, and the San Antonio Housing Trust Foundation, Inc. program implementation and contract compliance.

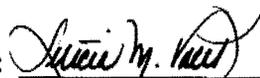
SECTION 6. The City Manager, or in her stead, a Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, or the Director of Grants Monitoring and Administration Department is hereby authorized to execute any and all documents in connection with the foregoing actions.

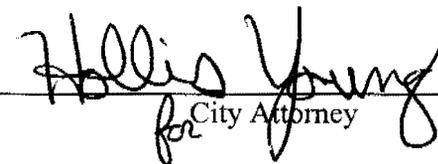
SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 8. This ordinance shall be effective on and after the 16th of November, 2008.

PASSED AND APPROVED this 6th day of November, 2008.


MAYOR
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

ATTACHMENT I

San Antonio Housing Trust Foundation, Inc.
Proposed Administrative Budget for
FY 2008-2009

Proposed Trust Budget

Budget Category	Actual 2006-2007	Budget 2007-2008	Re-Estimate FY 2007-2008	Proposed FY 2008-2009
Advertising	-	1,250.00	1,000.00	1,250.00
Audit	7,000.00	6,200.00	4,800.00	5,200.00
Auto expense allowance	4,291.69	4,400.00	4,651.93	6,075.00
Bind, print & reproduction	169.93	250.00	173.22	250.00
Contract - Bookkeeping	3,540.00	3,550.00	3,540.00	3,720.00
Entertainment & food	1,625.11	1,600.00	2,380.31	2,000.00
Subscription & dues	1,191.42	1,400.00	1,065.67	1,200.00
Insurance - Workmen's Comp	1,383.12	1,500.00	1,364.00	1,530.00
Insurance - health & life	232.80	250.00	241.92	250.00
Insurance - Bus package	5,350.71	4,000.00	2,498.60	3,645.00
Legal fees	3,142.98	3,000.00	2,066.96	2,400.00
Maintenance and repairs	6,309.00	4,200.00	4,939.37	5,200.00
Membership & licenses	1,608.10	2,000.00	1,344.00	1,800.00
Rent	12,300.00	11,460.00	11,640.00	11,640.00
Mail & parcel post	469.72	600.00	582.50	600.00
Office supplies	1,887.44	1,800.00	1,759.68	1,900.00
Fees to Professional	1,412.39	1,400.00	752.00	1,100.00
Rental of equipment	491.40	600.00	491.40	500.00
Retirement plan.exp.-operating	11,985.78	12,960.00	13,420.51	14,220.00
Salaries	122,548.00	132,550.00	137,239.40	141,340.00
Taxes - Payroll	9,248.35	9,950.00	9,900.83	10,450.00
Taxes-Unemployment	78.32	100.00	78.32	80.00
Telephone and Internet	5,205.95	5,440.00	4,755.24	4,850.00
Travel & training	1,237.78	1,500.00	1,336.80	1,600.00
Utilities	2,854.56	3,200.00	3,564.49	3,750.00
Capital outlays				
Furniture purchases	-	500.00	-	400.00
Equipment purchases	-	1,800.00	542.00	600.00
Total Allocation to SAHTF	205,564.55	217,460.00	216,129.16	227,550.00
Amount returned to the Trust Fund	(146,923.00)	(127,769.00)	(127,769.00)	(138,500.00)
Net amount expended by SAHTF	58,641.55	89,691.00	88,360.16	89,050.00
Total amount requested by the SAHTF				<u>227,550.00</u>

ATTACHMENT II

PROFESSIONAL SERVICES CONTRACT

PROJECT: SAN ANTONIO HOUSING TRUST
ADMINISTRATION AND STAFFING

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. _____ dated November 6, 2008, 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 budget appended as Exhibits "A" and "B" respectively to this performance CONTRACT; 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 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.

1.4 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures and guarantees that he or she 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.

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. Therefore, CONTRACTOR agrees that, at such time as any revisions are adopted through City Council action during the Contract period, this CONTRACT will be amended to include such revision and CONTRACTOR shall be bound by such revisions and amendments; provided, however, that in the event CONTRACTOR does not agree to any change, CONTRACTOR has the option of terminating this CONTRACT by giving thirty days written notice to the CITY. CONTRACTOR has the right to exercise such option within thirty days of receipt of notice of any such revision. Upon failure by CONTRACTOR to exercise such option at the expiration of thirty (30) days, CONTRACTOR will be deemed to have waived such option.

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."

1.12 The term of this agreement begins October 1, 2008, or when the approved program statement and program budget are received by the CITY's Department of Grants Monitoring and Administration, 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 Department of Grants Monitoring and Administration 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 Two Hundred Twenty-seven Thousand Five Hundred Fifty and No/100 Dollars (\$227,550.00).

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 Department of Grants Monitoring and Administration 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 Department of Grants Monitoring and Administration, or his 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, access during regular business hours, as often as CITY deems necessary 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. 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.

- (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." The determination of satisfactory completion of such work is made solely by CITY, and CITY's decision is final.

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 Department of Grants Monitoring and Administration, 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 disbursement 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 Any subcontract for professional or other services requires prior written approval of the City Manager, or her duly authorized representative. 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. The request and submission of the proposed subcontract must allow CITY a minimum of ten (10) working days for review prior to the anticipated execution of the proposed subcontract. 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 payments. 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 political 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. It is imperative the auditor read the entire Contract, including all attachments between CITY and CONTRACTOR, since budget and financial compliance of the Contract represents only a portion of the total contractual obligation.

All CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors.

Agencies 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 Director of the

assigned "Responsible Department," a certified audit 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 Data: Receipts and disbursement of CITY funds budgeted by cost category;
- (C) Programmatic Compliance: Program objectives itemized as they appear in the Contract; and
- (D) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

The audit must also include a statement whether the overall terms and conditions of the Contract between CITY and contracting agency were or were not met, listing any exceptions. Audits to be paid with CITY funds, partial or in full, must show that prior written approval was granted by CITY.

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 the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article V), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

5.3 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 therefor.

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.

VII. 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.

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 thereunder, 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
Department of Grants Monitoring and Administration
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 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and AGREED TO this _____ day of _____ 2008.

CITY OF SAN ANTONIO

SAN ANTONIO HOUSING
TRUST FOUNDATION, INC.

BY: _____
ANDREW W. CAMERON
Director
Department of Grants Monitoring
and Administration

BY: _____
JOHN KENNY
Executive Director

APPROVED AS TO FORM:

ENID HOWARD
City Attorney

ATTACHMENTS:

Exhibit "A" – Program Statement
Exhibit "B" -- Budget

EXHIBIT "A"

PROGRAM WORK STATEMENT FY 2008-2009

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
Board of Trustees
City Manager's Office
Grants and Monitoring
2. Administration: Executive Director,
San Antonio Housing Trust,
San Antonio Housing Trust Finance Corp.
San Antonio Housing Trust Foundation
San Antonio Housing Trust Investment Corporation
3. Staffing: Executive Director
Administrative Manager
Director of Counseling
Asset Manager
Administrative Assistant
4. Budget/Fiscal: Executive Director, San Antonio Housing Trust
Grants and Monitoring
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, the San Antonio Housing Trust Finance Corporation, and the San Antonio Housing Trust Investment Corporation.
- 2) Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.
- 3) Conduct funding rounds for the San Antonio Housing Trust.

EXHIBIT "A"

- 4) Act as disbursement agent for awards of Trust assistance recommend by the Board of Trustees and approved by the 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) Counsel families and individuals on credit issues as it relates to housing and preserve existing affordable housing units with foreclosure counseling
- 9) Develop diversified sources of dedicated revenue and other fundraising for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.
- 10) Work with the title companies and lenders to provide advance payment for down payment assistance to allow timely closings for first time homebuyers in connection with the City's Homeownership Incentive Program.
- 11) Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Trust and will be used to pay invoices submitted by the City for the purpose for which the funds are received.
- 12) Identify existing and potential capital sources based on plan priorities.
- 13) Develop bond packages for single and multi-family housing and identify leverage opportunities.
- 14) Maintain a revolving loan fund for the City's Community Housing Development Corporations (CHDO's) to help leverage other funds in developing single and multi-family housing.

EXHIBIT "B"

San Antonio Housing Trust Foundation, Inc.
Proposed Administrative Budget for
FY 2008-2009

Proposed Trust Budget

Budget Category	Actual 2006-2007	Budget 2007-2008	Re-Estimate FY 2007-2008	Proposed FY 2008-2009
Advertising	-	1,250.00	1,000.00	1,250.00
Audit	7,000.00	6,200.00	4,800.00	5,200.00
Auto expense allowance	4,291.69	4,400.00	4,651.93	6,075.00
Bind, print & reproduction	169.93	250.00	173.22	250.00
Contract - Bookkeeping	3,540.00	3,550.00	3,540.00	3,720.00
Entertainment & food	1,625.11	1,600.00	2,380.31	2,000.00
Subscription & dues	1,191.42	1,400.00	1,065.67	1,200.00
Insurance - Workmen's Comp	1,383.12	1,500.00	1,364.00	1,530.00
Insurance - health & life	232.80	250.00	241.92	250.00
Insurance - Bus package	5,350.71	4,000.00	2,498.60	3,645.00
Legal fees	3,142.98	3,000.00	2,066.96	2,400.00
Maintenance and repairs	6,309.00	4,200.00	4,939.37	5,200.00
Membership & licenses	1,608.10	2,000.00	1,344.00	1,800.00
Rent	12,300.00	11,460.00	11,640.00	11,640.00
Mail & parcel post	469.72	600.00	582.50	600.00
Office supplies	1,887.44	1,800.00	1,759.68	1,900.00
Fees to Professional	1,412.39	1,400.00	752.00	1,100.00
Rental of equipment	491.40	600.00	491.40	500.00
Retirement-plan exp.-operating	11,985.78	12,960.00	13,420.51	14,220.00
Salaries	122,548.00	132,550.00	137,239.40	141,340.00
Taxes - Payroll	9,248.35	9,950.00	9,900.83	10,450.00
Taxes-Unemployment	78.32	100.00	78.32	80.00
Telephone and Internet	5,205.95	5,440.00	4,755.24	4,850.00
Travel & training	1,237.78	1,500.00	1,336.80	1,600.00
Utilities	2,854.56	3,200.00	3,564.49	3,750.00
Capital outlays				
Furniture purchases	-	500.00	-	400.00
Equipment purchases	-	1,800.00	542.00	600.00
Total Allocation to SAHTF	205,564.55	217,460.00	216,129.16	227,550.00
Amount returned to the Trust Fund	(146,923.00)	(127,769.00)	(127,769.00)	(138,500.00)
Net amount expended by SAHTF	58,641.55	89,691.00	88,360.16	89,050.00
Total amount requested by the SAHTF				227,550.00