Effective March 16, 2020 Governor Gregg Abbott authorized the temporary suspension of some of the statutory provisions of the Texas Open Meetings Law This Meeting of the Board of Trustees of the San Antonio Housing Trust Foundation, Inc is being held pursuant to this authorization and will limit face-to-face meetings to slow the spread of the Corona Virus (COVID19). See attached Open Meeting Laws Subject to Temporary Suspension

AGENDA

A meeting of the SAN ANTONIO HOUSING TRUST FOUNDATION, INC BOARD OF DIRECTORS will be held on Wednesday, September 16, 2020 beginning at 1:00 p.m., via video and teleconference to consider the following matters:

NOTICE: *This board meeting will be held via Zoom. Members of the public may access this meeting by the free of charge video conference link by logging into the Zoom website –*
https://us02web.zoom.us/j/86421305149?pwd=RWJxK1R1VmIzeUh4RldraVlIZ1ptUT09
or ***dial in number 1 346 248 7799 Meeting ID: 864 2130 5149 Passcode: 662591*** *no more than 15 minutes before the meeting. An electronic copy of the agenda packet may be accessed at the San Antonio Housing Trust website under the CALENDAR/Board Meeting date page prior to the meeting.*

NOTICE: *This meeting of the Board of the San Antonio Housing Trust Foundation, being held for the reasons listed below, is authorized in accordance with the Texas Government Code, Sections 551.001 - 551.146. Verification of Notice of Meeting and Agenda are on file in the Office of the Executive Director. Closed meeting, if required, is authorized by the statute, and will be conducted prior to the conclusion of the meeting. If, during the course of the meeting, any discussion of any item listed on the agenda should be held in closed meeting, the Board will convene in such closed meeting in accordance with Texas Government Code Sections 551.071 - 551.084. The Board may take action in the open portion of the meeting on items discussed in the closed meeting. The Board will consider, discuss, and take appropriate action regarding the following items.*

1. Call to Order and Roll Call
2. Approval of Board Meeting Minutes for August 12, 2020
3. Citizens to be heard – Interested speakers will have 3 minutes each to address the Board on agenda items or housing policy related matters; a total of 15 minutes will be provided
4. Briefing, discussion, and possible action regarding the Finance Committee recommendation to approve the FY 2021 SAHT Budget, including operational and programmatic policies.
5. Briefing, discussion, and possible action to authorize execution of the annual Professional Services Contract for FY 2021 with City of San Antonio.
6. Briefing, discussion, and possible action to authorize execution of a Professional Services Agreement with TCAM, an MRI Company.
7. Executive Session pursuant to 551.071, 551.072, 551.074 of the Texas Government Code (Consultation with attorney on personnel, contracts, real estate, and litigation matters may be discussed)

ANY ITEM DISCUSSED IN EXECUTIVE SESSION MAY BE ACTED ON IN OPEN SESSION

8. Adjournment

AGENDA ITEM 2

SAN ANTONIO HOUSING TRUST FOUNDATION
2020 BOARD OF DIRECTORS
MINUTES

DATE: Wednesday, August 12, 2020

TIME AND PLACE: 1:00 p.m.; Zoom meeting

PRESENT: Celina Peña, Paul DeManche, John Whitsett, Frankie Gonzales-Wolfe and Hilliard Galloway and Estrella Garcia-Diaz

ABSENT: John Harris II and Erica Martinez

STAFF MEMBERS: Pedro Alanis- Interim Executive Director Nicole Collazo-Assistant Director, Maria Bradley- Senior Administrative Assistant, Sharon Jennings- Contract Officer and Robert Wilson, Attorney

VISITORS: Allison Shea- NHSD; Graciela Sanchez- Director Esperanza Peace & Justice Center; Amy Kastely- retired professor of Law at St. Mary's University; Kayla Miranda-SAHA Resident, Historic Westside Residents Association; Judit Vega-Esperanza Peace & Justice Center

1. CALL TO ORDER AND ROLL CALL: The meeting was called to order at 1:10p.m.

2. APPROVAL OF BOARD MEETING MINUTES FOR AUGUST 12,2020

   Director Estrella Garcia-Diaz motioned, and Director John Whitsett seconded to accept the meeting minutes as presented.

   MOTION CARRIED 6-0

3. CITIZENS TO BE HEARD-INTERESTED SPEAKERS WILL HAVE 3 MINUTES EACH TO ADDRESS THE BOARD ON AGENDA ITEMS OR HOUSING POLICY RELATED MATTERS; A TOTAL OF 15 MINUTES WILL BE PROVIDED.

   Judit Vega- Ms. Vega wanted to express her concern on how we can prioritize the ability to help the citizens of San Antonio with the upkeep of their homes, especially in the Historic neighborhoods. She would like to see our organization not only build affordable housing but also assist the residents with funding that are having trouble maintaining an upkeep to their homes.

   Kayla Miranda- Ms. Miranda commented that she is seeing a lot of mixed income properties that are being considered as affordable housing but are not. The majority target 50% AMI. The families of low income are the ones that truly are affected and more now after Covid-19. She mentioned that assistance need to go to the low-income families before helping middle income families.

   Graciela Sanchez- Ms. Sanchez expressed concern on District 1, 2 and 5 are targeted areas where houses are being demolished and people that have lived in the area are being pushed out. She mentioned if the San Antonio Housing Trust can consider setting aside money for Acquisition & Preservation rehabilitation of homes for the inner city. Their organization is not to make a profit but simply help those have a place to stay and preserve the houses in the districts mentioned above.

   Amy Kasley- Ms. Kasley wanted to express her concern that she sees very little available funding for homeowners to rehabilitate their existing stock; however, there are funds available for new apartment buildings projects. She mentioned if the San Antonio Housing Trust can take this opportunity to provide and prioritize those resources that homeowners need to stay and preserve the housing stock that is so critical for low income families.

4. TREASURER'S REPORT- JULY 2020

Pete Alanis went over the Operational amended budget for the FY 2020. The budget is up to date at $548,850 and about 55% of that was expended and leaves about $244,000 remaining. Foundation cash balance is at $2.7 Million dollars cash in the accounts.

NO ACTION WAS TAKEN.

5. BRIEFING, DISCUSSION, AND POSSIBLE ACTION REGARDING PRESENTATION OF A PRELIMINARY FY 2021 SAHT BUDGET INCLUDING OPERATIONS, PROGRAMMATIC POLICIES, AND PROCESS

Pete Alanis stated that the SAHTF adopts a budget each year in September for the fiscal year beginning in October 1- September 30th. On September 11, 2019, the San Antonio Housing Trust Foundation Board approved a $926,718 budget for the upcoming FY 2020 fiscal year. Out of that $716,433 was dedicated for Foundation Operations to increase additional capacity including adding funds for the Executive Director, additional / temporary staff and professional services. The Foundation Board adopted a midyear budget adjustment which reduced the operational budget to $548,850, which was due to the delay in the hiring of the Interim Executive Director position. For the FY 2021 budget, he attached the preliminary FY 2021 Operational Budget which was reviewed by the Finance Committee on August 5, 2020. He wanted to propose to the Public Facility Corporation to see if they would agree to provide an upfront cash contribution to the Foundation to get funding right away instead of drawing the funds every quarter.
Another suggestion for the new Fiscal year is not to take funds from the Trust to fund the Operations.

Director Paul gave his input and wants the organization to look into helping the lowest income families more and helping rehabilitate people in their homes.
Director Hilliard commented about the proposed staff pay increases. He wants to make sure that the pay increase is on board with the City and/or other Departments.
Director Hilliard volunteered to serve on a Committee if needed.

NO MOTION NEEDED.

6. EXECUTIVE DIRECTOR'S REPORT

Pete Alanis informed the Foundation Board about a program called Bexar County Fostering Educational Success Pilot program which aims to provide a multitude of services for college graduates that are in foster care, alumni who attending University, or are need support of services. They approached us to help expediate the process of payments in order to assist with eviction prevention.

NO ACTION WAS TAKEN.

7. PERSONNEL COMMITTEE: AUTHORIZING THE BOARD PRESIDENT TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE SAN ANTONIO HOUSING TRUST FOUNDATION AND PEDRO ARTURO ALANIS FOR THE PERMANENT EXECUTIVE DIRECTOR POSITION.

Into Executive Session at 2:04pm
Out of Executive Session at 2:14pm

Motion out of Committee to allow the Board President to proceed with the Employment Contract as discussed in Executive Session with Pedro Arturo Alanis for the permanent Executive Director position.

MOTION CARRIED 6-0.

8. EXECUTIVE SESSION: Pursuant to 551.071, 551.072, 551.074 of the Texas Government Code (consultation with attorney, personnel, contracts, real estate, and litigation matters may be discussed)

ANY ITEM DISCUSSED IN EXECUTIVE SESSION MAY BE ACTED UPON IN OPEN SESSION.

9. CONSULTATION WITH ATTORNEY AND PERSONNEL: DISCUSSION REGARDING SELECTION OF THE EXECUTIVE DIRECTOR

10. ADJOURNMENT- Without objection the chair adjourned the meeting at 2:17p.m.

Signed this_____ of _____, 2020

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Respectfully Submitted by:

_____

Secretary

San Antonio Housing Trust Foundation, Inc.

Agenda Item 3

Agenda Date: 09-16-2020

DEPARTMENT: San Antonio Housing Trust Foundation, Inc.

SUBJECT:

Citizens to be heard [Interested speakers will have 3 minutes each to address the Board on agenda items or housing policy related matters; a total of 15 minutes will be provided]

Instructions to sign up for Citizens to be heard via Zoom video conference.

- To sign up for Citizens to be heard in a Zoom meeting, please send name and organization to chat box.
- You can also call 210-735-2772 to place your name on the list

SUMMARY:

This item will allow 3 minutes each for interested speakers to address the Board

San Antonio Housing Trust Foundation, Inc.

Agenda Item 4

Agenda Date: 09-16-2020

SUBJECT:

Briefing, discussion, and possible action regarding the Finance Committee recommendation to approve the FY 2021 SAHT Budget, including operational and programmatic policies.

BACKGROUND:

Each year the San Antonio Housing Trust Foundation adopts a budget in September for the fiscal year beginning October 1 and ending September 30th. The annual budget is the SAHT Foundation Board's opportunity to focus on key goals and accomplishments over the next 12-month period including improvements in operations and programmatic assistance in line with our mission.

FY 2020 Summary

On September 11, 2019, the San Antonio Housing Trust Foundation Board approved a $926,718 budget for the upcoming FY 2020 fiscal year. Of this amount $716,433 was budgeted for Foundation Operations. The overall goal of the board was to increase operational capacity, including adding a funds for an interim/permanent Executive Director, additional/temporary staff, and professional services to begin to address the recommendations described in the NALCAB Assessment in July of 2019.

FY 2020 Expenditures

In FY 2020, the Foundation expended $422,471 (EOY estimate) for Operations. This supported (4) FTE staff and partial payments for an interim Executive Director on loan by the City. This also included 1 month of the full time Executive Director salary supporting:

- Grant and loan investments (Annual Contract with City)
- PFC/FC partnerships, asset management, bond issuances, and compliance
- City's Emergency Assistance Program fund management and grant passthrough
- Homebuyer Incentive Program float
- Management of City's Post Purchasing Counseling funds, Housing Summit funds, and CHDO funds.
- Residential Loan Program

Programmatically, the Foundation contributed $1 million in available funds to support the City's Emergency Housing Assistance Program. The foundation acted as a passthrough grant entity accepting donations from SA Area Foundation, United Way, SA Housing Authority, and private donors, on behalf of the City to support the Emergency Assistance Program Fund. Additionally, $700,000 was set aside in a "Float" account to service the City's Homeownership Incentive Programs. The Foundation also provided a $47,700 grant to support the Salvation Army's Hope Center.

FY 2020 Revenues

In FY 2020, $177,721 in Trust funds supported Foundation Operations through a contract with the City of San Antonio to manage/facilitate Trust activities. The remaining funds for Operations were provided from the 25% contribution by the Public Facility Corporation and Finance Corporation. For FY 2020 the end of year estimate on the 25% contribution from PFC/FC is $1,207,838. The Foundation receives no revenues from loan repayments initially sourced from the Trust.

FY 2021 Budget Summary

In FY 2021, Foundation revenues will be sourced from both an anticipated end-of-year cash balance of $2,852,484 and an advance of corporation revenues totaling $671,203. This totals $3,523,687 in anticipated Foundation Revenues, *available October 1, 2020* for FY 2021.

Operations

The FY 2021 Operating Budget focuses on utilizing external consultants to increase capacity in the areas of asset management, underwriting, grant making, compliance and public engagement. The operating budget proposes a year over year 15% increase from the original FY 2020 budget of $716,433 to $826,855 for FY 2021. Personnel services, which include staff salaries is a $20k decrease from prior year, even with a 2% COLA increase for staff and Executive Director compensation. The operational budget increase is primarily due to cost increases for legal services, professional services, and consulting services.

The greatest risk to a non-profit organization is not to plan for times of fiscal uncertainty. While the Foundation has a current source of income from the PFC and Finance Corporations, there is no dedicated revenue sourced from the Foundation itself. The FY 2021 Foundation Budget calls for the establishment of $413,427 operational reserve, based on 6 months of operating costs. The Executive Director will seek options in FY 2021 to generate other revenues sources for the Foundation.

Programmatic Priorities

Approximately $2,283,405 remain available for programmatic purposes. The Housing Trust is moving toward re-aligning the governing structure among the four Trust entities, while also engaging to develop the City's Strategic Housing Implementation Plan (SHIP). The City's SHIP was initially anticipated to be completed this summer and thus provide direction into the funding priorities of the Foundation and Corporation entities. However, it is likely that the extension of both processes will run at least through this fall and possibly winter.

The Foundation Board has an opportunity to establish interim program policies to deliver available Foundation funding to our community in-line with our mission. A number of systematic housing issues across the pillars of Affordability, Housing Choice, Quality of Life, Accessibility appear to be increasing in priority as the COVID-19 pandemic continues to impact every aspect of society. Below are a few types of housing initiatives the SA Housing Trust Foundation may seek to consider. When combined with an equitable review process, outcomes can make significant impacts to our most vulnerable populations. Programmatic funding should be targeted to impact inner City neighborhoods that have seen historic and disproportionate disinvestment.

- Preservation programs targeting very low-income rental housing or neighborhood stabilization
- Age-In Place programs for Seniors to include homeowner or rental rehabilitation
- Anti-displacement programs for legacy families in gentrifying areas
- Support for non-profit based development of affordable housing

Recommendations:

On September 8, 2020, the Foundation Finance Committee met to discuss the FY 2021 Budget. The recommendation out of committee is to approve the annual budget and discuss programmatic options for a future release of a Notice of Funding Availability in FY 2021.

SAN ANTONIO HOUSING TRUST FOUNDATION
FOUNDATION SOURCES AND USES
FY 2021

	FY 2020 Adopted Budget	FY 2020 Adopted Mid Year Budget	FY 2020 EOY Estimate	*PROPOSED* FY2021 Budget
Sources				
PFC Contribution to Foundation	$ 437,128	$ 862,243	$ 976,706	$ 643,970
Finance Corp Contribution to Foundation	198,757	248,074	231,132	27,233
FY 2021 Foundation Loan Revenues	113,112	252,509	-	-
Existing Foundation Cash Balance	-	-	-	2,852,484
Trust Fund	177,721	177,721	177,721	
Total Revenues	**$ 926,718**	**$ 1,540,547**	**$ 1,385,559**	**$ 3,523,687**
Uses				
OPERATIONS				
Salaries	$ 439,518	$ 260,000	$ 194,832	$ 361,090
Taxes-Payroll	31,334	20,000	14,671	27,623
Insurance - Health (Bonus)	-	40,000	21,600	54,000
Insurance - Life	300	2,600	231	5,416
Retirement Plan Exp.	45,135	25,000	13,413	43,331
Leave Buyback	-	6,000	-	9,944
Taxes-Unemplyment	1,620	2,000	-	2,000
Insurance - Workmen's Comp	550	1,100	650	1,100
Auto Allowance	9,000	2,500	555	6,000
Phone Allowance	-	250	75	600
Travel & Training	8,000	8,000	3,800	4,000
Personnel Services	**$ 535,457**	**$ 367,450**	**$ 249,827**	**$ 515,105**
Audit	$ 6,500	$ 7,000	$ 6,640	$ 16,000
Contract-Bookkeeping	7,320	9,300	9,150	12,000
Legal Fees	2,980	20,000	6,733	50,000
Fees to Professional	109,500	55,000	55,000	160,000
Maint. & Repairs	21,001	50,000	50,000	25,000
Rental of Equipment	2,000	1,000	2,805	2,000
Telephone and Internet	3,275	3,000	3,104	3,000
Contractual Services	**$ 152,576**	**$ 145,300**	**$ 133,432**	**$ 268,000**
Bind, print & reporducton	$ 150	$ 150	$ -	$ 200
Mail & parecel post	350	350	1,318	1,500
Office Supplies	2,100	8,000	8,706	5,000
Utilites	6,700	7,500	6,653	7,500
Commodities	**$ 9,300**	**$ 16,000**	**$ 16,677**	**$ 14,200**
Insurance - Business package	$ 13,200	$ 11,047	$ 12,650	$ 20,000
Advertising	500	1,800	1,925	1,800
Membership, Fees & Licenses	400	800	1,412	3,000
Subscriptions & Dues	700	800	917	1,000
Entertainment & food	1,300	1,653	1,605	250
Insurance/Other Expenditures	**$ 16,100**	**$ 16,100**	**$ 18,509**	**$ 26,050**
Equipment purchases	$ 2,500	$ 3,500	$ 3,646	$ 3,000
Furniture purchases	500	500	380	500
Capital Outlay	**$ 3,000**	**$ 4,000**	**$ 4,026**	**$ 3,500**
Total Operations (Funded by Existing Cash)	**$ 716,433**	**$ 548,850**	**$ 422,471**	**$ 826,855**
PROGRAMMATIC				
Operating Reserve (50% of Operations)				413,427
Available for Programs				2,283,405
Total Programming				**$ 2,696,832**
Total Uses				**$ 3,523,687**

San Antonio Housing Trust Foundation, Inc.

Agenda Item 5

Agenda Date: 09-16-2020

SUBJECT:

Briefing, discussion, and possible action to authorize execution of the annual Professional Services Contract for FY 2021 with City of San Antonio.

BRIEFING:

Each year, the SA Housing Trust Foundation contracts with the City of San Antonio on an annual basis to manage funds awarded by the Trust and serve as an escrow agent for the City's housing programs. This contract allows the Foundation to be the managing entity for the Trust Loan and any future NOFA process.

Staff has agreed to terms to remove the operational support in FY 2021 (prior year was $177,721) and remove the requirement for the Foundation to "Float" $700,000 in down payment assistance through existing cash since the Foundation anticipates expending a cash through a NOFA release. The City of San Antonio shall advance City funds to the Foundation to continue to expedite payments for the Homeownership program and the Emergency Housing Assistance program.

Recommendation:

Staff recommends approval of the annual Professional Services Contract for FY 2021 with City of San Antonio.

Attachment:

Professional Services Contract for FY 2021 DRAFT

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 _____, 2020, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Interim Executive Director hereto duly authorized.

WHEREAS, CITY annually dedicates 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 shall seek to approve the disbursement of such funds for specific affordable housing projects or program sponsors for this upcoming fiscal year ("the Program"); and

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

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

WHEREAS, in accordance with the recommendations of the Housing Policy Framework, the CITY wishes to engage the CONTRACTOR to carry out the described Program for the upcoming fiscal year; **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

l.l 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,

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

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

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

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

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty (30) days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

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

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

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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

(8) 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 as 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, 2020, or when the approved program

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statement and program budget are received by the CITY's Neighborhood & Housing Services Department, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval and any modifications made by mutual agreement by the parties, 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.

l.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. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative and is subject to city council approval, if required.

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

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

II. PROGRAM MANAGEMENT

2. 2.1 CONTRACTOR, in accordance and compliance with the terms, process, 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.

4. 2.2 CITY will provide CONTRACTOR funds in the amount of (“Funds”) to deposit into

an account as described in section 3.2 of this CONTRACT. The Funds shall be maintained and used by CONTRACTOR for the sole purpose of distribution of said Funds to and as directed by CITY for the carrying out of the CITY'S affordable housing, home rehabilitation and down payment assistance programs. CITY will submit requests to CONTRACTOR for payment to CITY in a form and manner agreed to by the parties. Failure of CONTRACTOR to timely remit payment to CITY under the provisions of this CONTRACT shall constitute grounds for termination.

5. 2.3 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 requirement s 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.

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

(A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.

(B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.

(C) The submission of falsified information or the failure to submit information as

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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.

6. Work performed by CONTRACTOR under this CONTRACT shall be completed to the satisfaction of the CITY. If the CITY determines the completion of the work is not satisfactory the CITY shall provide notice to the CONTRACTOR of such determination so that the CONTRACTOR may respond. CONTRACTOR shall have thirty (30) days to respond to the CITY. After CITY has received the response, CITY may make a final determination in its sole reasonable discretion as to its satisfaction with CONTRACTOR's work performed under this CONTRACT.

7. Neither the program or activity, 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.

8. None of the performance rendered hereunder shall involve, directly or indirectly, 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.

9. 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.

10.

11. 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.

12. 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.

13. 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.

14. 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

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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.

III. FISCAL MANAGEMENT

3.1 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.

3.2 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.

3.3 CITY has a right to review the accounting system and internal controls prior to the release of funds hereunder.

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

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

3.6 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.

3.7 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 of Funds provided to CONTRACTOR under this agreement as well as all Trust funds used for Trust assistance, the performance of Trust projects, and the administrative operation of the City of San Antonio Housing Trust. A statement of expenditures and revenues may be requested by CITY in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program

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income within 30 days of the request is grounds for suspension, cancellation, or termination of this CONTRACT.

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3.8 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.

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

3.10 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.

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

3.12 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payment. If such audit is performed by CITY and said audit disapproves any expense or charge by CONTRACTOR all documents supporting such disapproval shall be provided to CONTRACTOR. CONTRACTOR shall have fifteen (15) days from the receipt of the documents to dispute such disallowance or disapproval. After receiving any dispute by CONRACTOR to the disapproval or disallowance the City Manager has sole absolute discretion to deduct such claim from future Contract awards.

IV. AUDIT CONDITIONS AND REQUIREMENTS

4.1CITY, a governmental entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. Notwithstanding any other provision herein, all CITY funded projects and programs are subject to periodic audits at any time by CITY auditors as set forth in section 2.3 above.

4.2 CONTRACTOR acknowledges that if CONTRACTOR receives funds in excess of $25,000.00 (Twenty- five Thousand and No/ 100 Dollars) annually from CITY, CONTRACTOR is required to furnish CITY Finance Director or Director of the assigned "Responsible Department," a certified audit, at CONTRACTOR's expense, within ninety (90) days of the close of the accounting period or termination of the Contract.

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

(A) Copy of Management Letter;

(B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;

(C) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

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

4.3CONTRACTOR 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 ClTY under Texas Jaw and without waiving any defenses of the parties under Texas law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person · or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

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

VI. SPECIAL PROVISIONS

6.1 Under no circumstances will the funds received under this CONTRACT be used,

either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

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

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

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

6.5 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Subject to State law CONTRACTOR By executing this Agreement, hereby verifies that it does not boycott Israel, and will not boycott Israel during the Term of this Agreement. For purpose of this representation, 'boycott Israel'' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. CONTRACTOR's verification is a material representation of fact upon which the CITY has relied in entering into this Agreement. Should CITY determine, at any time during this Agreement, including any renewals or extensions hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this Agreement.

Director of Neighborhood Housing and Services Department, or her designee, about the upcoming meeting and provide supporting documentation pertaining to each agenda item as may be reasonably requested by CITY.

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 adve1tising, 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. 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) ff CONTRACTOR does not adopt an Affirmative Action Plan that meets the requirements of this section, CONTRACTOR shall comply with CITY's policies to the same extent as if CITY's policies had been adopted by CONTRACTOR.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, may 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. CHANGESANDAMENDMENTS

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.

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

CITY OF SAN ANTONIO
Texas Municipal Corporation

Assistant City Manager

SAN ANTONIO HOUSING TRUST FOUNDATION, INC

Executive Director

City Attorney
Approved as to Form

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ATTACHMENTS:
Exhibit "A"-Program Work Statement

EXHIBIT A
Program Work Statement
FY 2021

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

Statement of Responsibility

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

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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.Ensure the day-to-day operations of the San Antonio Housing Trust Foundation are managed.

2.Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.

3.Conduct the regular and special funding rounds of the San Antonio Housing Trust, as directed by the Board of Trustees.

4.Act as disbursement agent for awards of Trust assistance recommended by the Board of Trustees.

5.Monitor compliance of contracts and awards from the Housing Trust

6.Provide recommendations for sources of revenue or for expenditure of non-reserve Trust funds to either fund housing efforts, meet administrative needs, or grow the corpus of the Housing Trust.

7. Foundation shall act as a vendor to expedite cash payments to title companies in support of the City's homebuying programs. The City shall provide an advance of funds from non-Trust funding sources. The Foundation shall not utilize the funds advanced by the City under this CONTRACT to cover its operating or other Trust related funds for this purpose.

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San Antonio Housing Trust Foundation, Inc.

Agenda Item 6

Agenda Date: 09-16-2020

SUBJECT:

Briefing, discussion, and possible action to authorize execution of a Professional Services Agreement with TCAM, an MRI Company.

SUMMARY:

The SA Housing Trust requires increased capacity in the areas of asset management, contract monitoring, and underwriting services to support the twenty-two multi-family projects partnered through our Public Facility Corporation and Finance Corporation in the next fiscal year. The Foundation provides operational and administrative support to these two entities which generate revenues for the Foundation.

An RFQ to this effect was released on July 8, 2020, advertised in the SA Business Journal on July 17th and July 24th, emailed to a list of qualified firms, and posted to our website. TCAM, an MRI Company, was the sole respondent to the RFQ. SAHT Executive Director reviewed the proposal and negotiated the scope of work, pricing, and terms associated with support for ongoing asset management, contract plan development, contract monitoring, and development/testing of formal underwriting guidelines. The Executive Director shall seek additional options for *ongoing* underwriting financial review services.

FISCAL IMPACT:

The agreement will be structured as a two-year agreement with three one-year extensions at our option. The costs for ongoing asset management and compliance monitoring is approximately $9,050 per project and will be paid for by the PFC and Finance Corporations as they receive annual fees to cover these costs. Additionally, TCAM will provide a portfolio wide assessment on key indicators of project performance for an additional annual fee of $1,975 also paid by the PFC/FC budget.

The cost for drafting a full set of formal underwriting standards, consulting drafting sponsor/deal structure reviews, required beta testing against current or past deal structures, finalizing guidelines, forms, and templates while advising staff over a 3-month period is $30,050. This is well within our FY 2021 Annual Budget for Fees to Pros which is at $160,000 in fees to pros to support such consulting services.

RECOMMENDATION:

Staff recommends authorizing execution of a Professional Services Agreement with TCAM, an MRI Company

Attachment:

Itemized Scope and Cost Proposal

Task	Description	Detail	Est. Timeline		Deliverable
1	**Assist with preparing underwriting guidelines/criteria**				
	DRAFTING	Create a full draft set of U/W standards and guidelines, including forms/templates as needed, building from working file that SAHT already has in process, including guidelines for measuring "value" of SAHT participation	Oct 1 - 31	$14,000	Full DRAFT U/W guidelines with forms and templates
		Design a draft U/W process for both initial ('sponsor/stakeholder') review AND deal-specific ('pre-closing') review	Oct 12 - Nov 6		Full DRAFT U/W process
	TESTING	'Beta test' the guidelines against 3-4 prospective or past deals to ensure that they accurately reflect the types of U/W decisions SAHT wants to be reaching	Nov 1 - 30	$3,800	Completion of beta tests
		'Beta test' the process against 3-4 current or past projects to identify any issues including gaps, conflict with external stakeholders' processes, inefficiencies, etc.	Nov 9 - Dec 11		Completion of beta tests
	FINAL	Compile any feedback from SAHT and any learnings from the 'beta test' phase to finalize the guidelines	Dec 1 - 31	$12,250	Full FINAL U/W guidelines, forms, and templates
		Compile any feedback from SAHT and any learnings from the 'beta test' phase to finalize the process	Dec 14 - Dec 31		Full FINAL U/W process

Task	Description	Detail	Est. Timeline		Deliverable
4		**Perform routine asset-level oversight on post-construction properties in SAHT's portfolio**	**Minimum of 8 in FY 2021**	Per Asset Per Year	
	TCAM does not: analyze any requests for consents, including for reserve draws or property management changes; act as initial point of contact for external parties; conduct site visits	Quarterly Asset Operations: - Calculate variance to budget on up to 8 measures (as defined during Task 1), expected to include at least: gross revenue, physical vacancy, total OpEx, OpEx by category, and tenant receivables - Review capital expenditures as compared to annual capital needs plan provided by GP - Collect, review, and file unaudited financial statements and rent rolls	≤ 45 days after quarter-end	$7,450	Quarterly asset-level property reports on up to 8 measures (as identified)
		Annual Asset Operations: - Collect, review, and file property operating and capital budgets	By 12/31 each year		Annual asset-level property reports on up to 10 measures (as idenfitied)
		- Calculate financial performance and variance to budget on up to 10 key measures (as defined during Task 1) expected to include, at least: gross revenue, economic occupancy, DSCR, NOI vs. budget, reserve balances, total OpEx, tenant receivables	By 6/30 each year		
		- Confirm/validate GP's calculations of annual NOI and DSCR	By 3/31 each year or when audit is delivered		
		- Review GP calculation of annual surplus cash flow and fees owed to the Trust	By 4/30 each year		
		- Compare actual rents achieved to budgeted levels	By 9/30 each year		
		- Collect and review Partners' capital accounts and minimum gain calculations from partnership accountants for any issues that could affect continued flow of credits and limit LP exit taxes at Y15	By 4/30 each year		
		- Risk-rate all properties (per a matrix designed during Task 1) to identify any where additional attention or follow-up with the co-GP is necessary	By 7/31 each year		
		- Maintain and update a data tracking system on each stabilized property in the SAHT portfolio	Ongoing		
		- Collect, review, and file insurance binder confirming required coverage	Annually upon renewals		

Task	Description	Detail	Est. Timeline		Deliverable
5	**Portfolio-level oversight on SAHT's portfolio in aggregate**			Portfolio Charge	
		- Monitor the portfolio's performance including average and median values on key indicators (defined during Task 1) as well as any large or increasing areas of SAHT exposure	By 7/31 each year	$1,975	Annual portfolio review report & annual portfolio review call
		- Provide SAHT access to a reporting portal in which all property- and portfolio-level reports are stored	Ongoing		
6	**Monitor properties for ongoing compliance with regulatory requirements**		**Minimum of 8 in FY 2021**	Per Asset Per Year	
		- At closing, develop asset-specific compliance Monitoring Plan to identify all ongoing compliance and regulatory obligations for a property	Once, within 30 days of a closing	$750 (Year 1 only)	Project-specific Compliance Monitoring Plan
		- Collect, review, and file specially-designed, comprehensive SAHT Annual Owners Certification Form (per template created during Task 1) indicating ongoing compliance on all agreed-upon measures	By 12/31 each year	$850	Compliance sections in annual asset-level property reporting
		- Collect, review, and file site inspection reports by TDHCA, co-GP, and LP	As inspections occur		
		- Track and monitor compliance with state and local regulatory agency requirements and certifications			
		- Collect, review, and file copies of any Regulator-issued reports including 8823s and HUD REAC/NSPIRE, and HUD MORs, and summarize findings for SAHT	By 12/31 each year		
		- Track annual property compliance with Trust required rent and income limits			

Agenda Item 7

Agenda Date: 09-16-2020

SUBJECT:

Executive Session pursuant to 551.071, 551.072, 551.074 of the Texas Government Code (Consultation with attorney on personnel, contracts, real estate, and litigation matters may be discussed)