AGENDA

A Regular Board Meeting for:
SAN ANTONIO HOUSING TRUST FOUNDATION
will be held at the
Municipal Plaza B Room
114 W Commerce St., San Antonio, TX 78205
and virtually via ZOOM:
https://us02web.zoom.us/j/88070033634?pwd=SnRLdUR6MVhpNFp1TzlUUnhaZzhvQT09
DIAL-IN NUMBER: 1-346-248-7799 Meeting ID: 880 7003 3634 PASSWORD: 396957
On Friday, September 20, 2024, beginning at 2:00 p.m.

NOTICE: *A quorum of the board of directors will be physically located at 114 W Commerce St., San Antonio, TX 78205 at 2:00 p.m. One or more of the Directors may attend this meeting by video conference pursuant to the requirements set forth in the Texas Open Meetings Act. 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, 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.*

1. Call to Order and Roll Call
2. Discussion and possible action to approve minutes of August 30, 2024
3. Public Comment – Interested speakers will have 3 minutes each to address the Board on agenda items or housing policy related matters.
4. Briefing, discussion, and action regarding a resolution to approve the San Antonio Housing Trust Foundation Fiscal Year 2025 Annual Plan and Budget.
5. Briefing, discussion, and action regarding a resolution to approve the Annual City of San Antonio Professional Services Agreement for fiscal year 2025.
6. Adjournment.

Executive Session. The San Antonio Housing Trust reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.087 (economic development). *ANY ITEM DISCUSSED IN EXECUTIVE SESSION MAY BE ACTED ON IN OPEN SESSION*

Attendance by Other Elected or Appointed Officials: It is possible that members of City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or take action on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretative services must be made 48 hours prior to this meeting. Please contact

Nicole Collazo, for concerns or requests, at (210) 735-2772.

Posted on: September 16, 2024 4:50 PM

San Antonio Housing Trust Foundation
Agenda Item 2

This item includes the approval of minutes from the **August 30**, **2024,** meeting.

SAN ANTONIO HOUSING TRUST FOUNDATION
2024 OFFICIAL MEETING MINUTES

DATE: August 30, 2024

TIME AND PLACE: The San Antonio Housing Trust Foundation met in session at 3:11 p.m., via Zoom and in person at 100 W Commerce, San Antonio, TX 78205.

PRESENT: Councilmember Teri Castillo, Eric Cooper, Jordan Ghawi, Councilmember Jalen McKee-Rodriguez, Marinella Murillo, Jane Paccione, Councilmember Dr. Adriana Rocha Garcia, and Councilmember Phyllis Viagran.

ABSENT: Antoinette Brumfield, Mark Carmona, Rachell Hathaway, and Councilmember Dr. Sukh Kaur.

STAFF/VISITORS PRESENT:
Pedro Alanis- Executive Director San Antonio Housing Trust; Susan Snowden- Finance Director San Antonio Housing Trust; Tom Roth- Director of Development San Antonio Housing Trust; Frida Garcia- San Antonio Housing Trust; Jessica Kuehne- Director of Asset Management San Antonio Housing Trust; Clarissa Rodriguez- Denton Navarro Rocha Bernal & Zech, P.C.; Summer Greathouse- Bracewell; Joleen Garcia- District 2; Edward Mungia- District 4; Justin Renteria- District 5; Mayra Rivero- Endeavors; Raven Kearney- Veteran Affairs; Lamar Elliott- Veteran Affairs; Daniel Matian- Good Homes; Kristin Davila- Merced; Ryan Baldwin- Franklin Development; Dr. Johnny Compos- Merced; John Gauna- City of San Antonio Department of Human Services; Sabine Miramontes - SEFLA Languages Interpreter.

1. **CALL TO ORDER AND ROLL CALL:** The meeting was called to order by President Rocha Garcia and the roll was called by Lauren Bejaran.

2. **DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES OF JUNE 21, 2024.**
MINUTES COMMISSION ACTION:
Councilmember McKee-Rodriguez motioned, and Councilmember Viagran seconded to approve the June 21, 2024, minutes.
AYES: 8
NAYS:
ABSTAINED:
THE MOTION PASSED.

3. **PUBLIC COMMENT – INTERESTED SPEAKERS WILL HAVE 3 MINUTES EACH TO ADDRESS THE BOARD ON AGENDA ITEMS OR HOUSING POLICY RELATED MATTERS.**
NONE.
NO ACTION TAKEN.

4. **BRIEFING AND DISCUSSION ON THE PRELIMINARY FY 2025 ANNUAL PLAN AND BUDGETS.**
Executive Director Pete Alanis briefed the board on the preliminary FY 2025 Annual Plan and Budgets for the San Antonio Housing Trust, San Antonio Housing Trust Foundation, San Antonio Housing Trust Public Facility Corporation, and San Antonio Housing Trust Finance Corporation.

President Rocha Garcia asked Pete Alanis why the insurance cost for Operating Expenses increased.

Pete Alanis stated that there was an increase in insurance costs due to the addition of a Directors and Officer Insurance Policy for the SAHT Board of Directors.

Councilmember Castillo stated she would like to see an increase to the 3% Cost-of-Living Adjustment to a 4% adjustment.

NO ACTION TAKEN.

5. **ADJOURNMENT**

President Rocha Garcia adjourned the meeting. There being no further business, the meeting was adjourned at 3:51 p.m.

San Antonio Housing Trust Foundation
Agenda Item 3

Public Comment

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 Public Comment via Zoom video conference.

To sign up for Public Comment please call 210-735-2772 24 hours prior to this meeting to place your name on the list.

Los oradores interesados tendrán 3 minutos cada uno para dirigirse a la Junta sobre temas de la agenda o asuntos relacionados con la polí ca de vivienda; Se proporcionará un total de 15 minutos.

Para inscribirse en Comentario Público, llame al 210-735-2772 24 horas antes de esta reunión para incluir su nombre en la lista.

San Antonio Housing Trust Foundation
Agenda Item 4

A briefing on the Proposed FY 2025 Annual Plan and Budget.

On August 20, 2024, staff presented the preliminary FY 2025 Annual Plan and Budget to the Foundation Board to obtain feedback to instruct how we will approach this next fiscal year. Board member feedback was as follows:

- Reaffirm spending available cash on preservation support for non-profits and public housing providers utilizing the Rental Assistance Demonstration funding.
- Seek out school district or other public land to secure for future affordable housing
- Keep seeking land acquisition opportunities for future affordable housing needs
- Continue working with our local faith-based community
- Increase sponsorship funding opportunities
- Focus on increasing 31% - 80% preservation production without sacrificing 30% AMI goals
- Increase Cost of Living Adjustment to 4%
- Continue to be creative

The following table displays the San Antonio Housing Trust's Five-Year Goals FY 2025 annual targets as follows:

Vital	5-Year Goal	Year 1 Results	Year 2 Results	Year 3 *Target*
Total number of MF units preserved (closed financing)	3,710	423	151	***282***
# of rental units preserved for households below 30% AMI (PSH, HAP, PBV, 202, 811)	313	124	33	***69***
# of rental units preserved for households between 31 and 80% AMI	3,398	299	88	***213***
Total number of MF units added (closed financing)	5,925	1,341	1,769	***2,013***
# of rental units added for households below 30% AMI (PSH, HAP, PBV, 202, 811)	600	172	247	***347***
# of rental units added for households between 31% and 80% AMI	5,325	1,050	1,388	***1,362***
Number of Permanent Supportive Housing units approved	300	25	201	***100***
# of land parcels acquired	N/A	0	3	***2***
Amount of funding for Community Land Trust(s)	N/A	$295,000	0	***0***
Amount of grants or loan funds awarded	N/A	0	$1,315,000	***$1,900,000***
Amount of tax-exempt bonds issued	N/A	$85,224,000	$187,750,000	***$350,000,000***

FY 2025 Targets

- MF Preservation Closed is estimated at **282**
  - 252 Maya apartments (39 @ 30% AMI) & (213 @ 31-80% AMI)
  - Based on potential 30-unit SAHA property requiring rehabilitation funding

- MF New Closed (Added) is estimated at **2,013**
  - 312 Creekbend (16 @ 30% AMI) & (296 @ 31-80% AMI)
  - 312 Orion (32 @ 30% AMI) & (280 @ 31-80% AMI)
  - 201 Commons at Acequia Trails (201 PSH)
  - 200 Judy at VIDA (30 @ 30% AMI) & (170 @ 31-80% AMI)
  - 358 Friedrich (179 @ 31-80% AMI)
  - 250 Morningside Ministries (30 @ 30% AMI) & (212 @ 31-80% AMI)
  - 380 Oak Hills Apartments (38 @ 30% AMI) & (339 @ 31-80% AMI)

- PSH Units of **100** is an estimate for future TBD Project

- Grant/Loan Funds is estimated at **$1.9M** as described in PFC Budget

- Tax Exempt Bond is estimated at **$350M** based on 8 LIHTC Projects
  - Creekbend est. $50,000,000
  - Orion est. $50,000,000
  - Commons at Acequia est. $35,000,000
  - Judy at VIDA est. $35,000,000
  - Maya Apartments est. $40,000,000
  - Lofts at Creekview est. $40,000,000
  - Morningside Ministries est. $40,000,000
  - Oak Hills Apartments est. $60,000,000

FY 2025 PROPOSED *ANNUAL PRIORITIES*

FY 2025 Annual Priorities (Oct. '24 - Sept. '25))	2027 OKR Alignment
☐ Continue activating community board members ☐ Continue engaging with target populations ☐ Continue involvement in COSA's housing ecosystem ☐ ***Develop a communication strategy to increase public confidence and awareness***	Clarify the Role of the Trust in the Local Housing System
☐ Create staff training and development plans ☐ Develop a succession plan for key leadership roles ☐ Procure vendors in support of SAHT development projects. ☐ Work with COSA to identify funding opportunities for aligned SHIP goals. ☐ ***Identify private and philanthropic funding opportunities***	Invest in SAHT's Capacity to Grow
☐ Identify partnerships to rehabilitate existing housing and/or convert non-residential to residential uses ☐ ***Utilize our resources to renovate or repair existing public housing and small multi-family rental opportunities with nonprofits.*** ☐ Continue exploring the preservation of mobile home communities	Facilitate the Preservation of Affordable Rental Housing
☐ Close financing on 200 new Permanent Supportive Housing units ☐ ***Position additional 100 Permanent Supportive Housing units*** ☐ Participate in two (2) new mixed income developments ☐ Close on five (5) new LIHTC projects ☐ Acquire at least two (2) additional land parcels ☐ ***Identify minority and women-owned local developers to work with faith-based affordable housing initiatives.***	Contribute to the Construction of New Affordable Rental Housing
☐ Coordinate with public entities on strategically identifying land parcels. ☐ Monitor nonprofit awards to ensure we achieve CLTs & in-fill housing goals. ☐ ***Provide funding and technical assistance to support our nonprofit and faith-based community.*** ☐ Participate in the creation of a TOD policy framework. ☐ ***Explore investing in an ADU pilot program.*** ☐ ***Sponsor capacity building of small-scale, minority and women-owned developers.***	Support Neighborhood Preservation Efforts
☐ ***Monitor state and federal legislation that may deter housing goals.*** ☐ Educate state and federal legislators on affordable housing issues. ☐ Seek state and federal funding for our projects.	Engage in Advocacy at Local, State and Federal Levels

There were no fundamental changes in the FY 2025 Annual Priorities based on board feedback.

FY 2025 PROPOSED *FOUNDATION* BUDGET

The Foundation Budget reflects adjustments made to both revenues and expenditures due to lower-than-expected revenues sourced by the PFC to the Foundation of approximately $327k.

Revenues

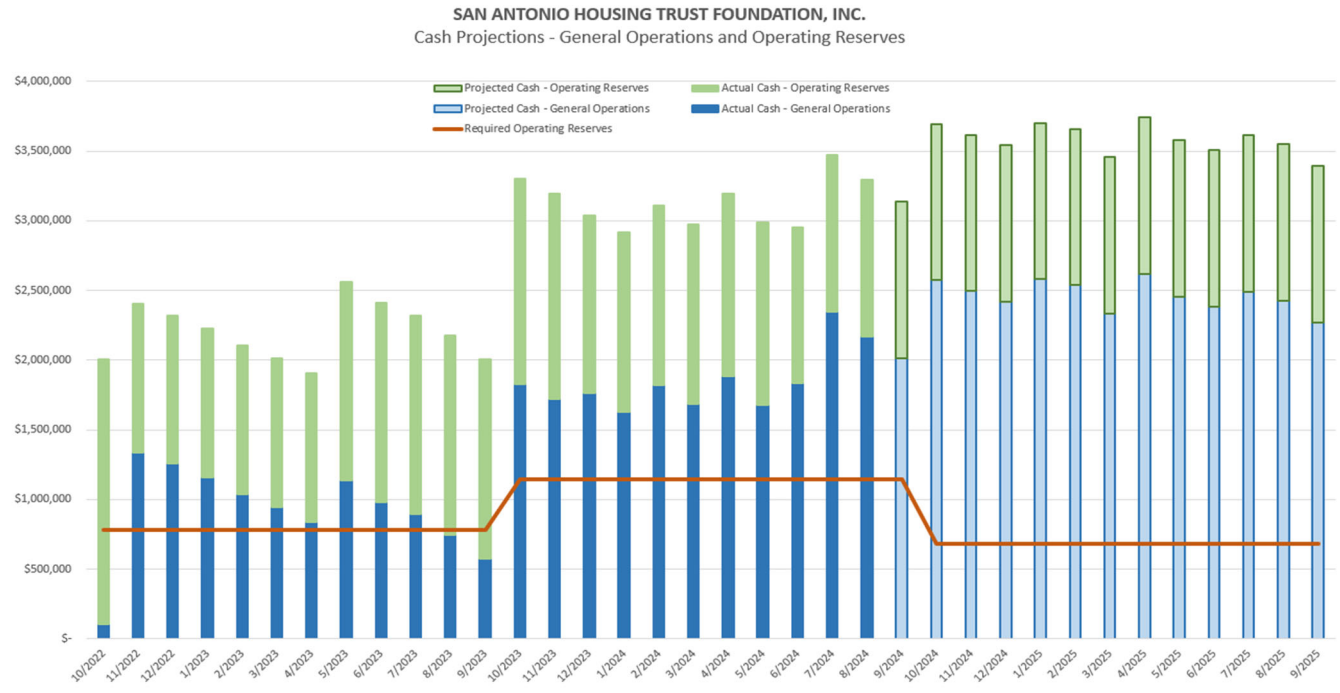
The San Antonio Housing Trust Foundation's primary source of income is a 25% Revenue Fee contributed by the Public Facility Corporation and Finance Corporation. The Foundation also earns a small amount of revenue from interest income and City of San Antonio funds restricted for city led events. The FY 2025 *Proposed* Operating Revenue for the Foundation is $1,199,166. This is $327k less than reflected in last month's preliminary projection.

Expenses

The operating expense budget was reduced to $1,365,166 for FY 2025 to accommodate for reduced revenue projections. While the Operating budget maintains 9 authorized FTE positions for 2025 with a board recommended 4% COLA increase, the Executive Director permanently re-allocated the Asset Manager Position and 50% of the Executive Directors position to the PFC operating budget. This in addition to a slight reduction in fees to pros, reflects a zero change in net position for FY 2025.

Cash Flow Analysis

The Foundation has seen steady growth since the start of the 5-Year Strategic Plan. From October 1, 2022, to September 31, 2024, have increase our cash position by $1.18M ($2,018,292 to $3,136,652). The orange line represents the operating reserves established by 50% of the operating budget. As we are reducing the expense budget to $1.36M, the required operating reserves are lowered to $682,583. Based on the proposed budget we estimate increasing our cash position this year by $257,215 by the end of FY 2025.



Attachment:

Proposed FY2025 Preliminary Foundation Budget
Resolution

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2025 Proposed Budget

	FY 2024 Amended Budget	FY 2025 Proposed Budget	Change
OPERATING REVENUES			
Grant Income			
CoSA - NHSD Sponsored Events	$ 22,500.00	15,000.00	$ (7,500.00)
Total Grant Income	22,500.00	15,000.00	(7,500.00)
Fee Income			
SAHT Finance Corporation	33,760.00	29,460.00	(4,300.00)
SAHT Public Facility Corporation	726,646.00	1,109,706.77	383,060.77
Total Fee Income	760,406.00	1,139,166.77	378,760.77
Interest Income - Loans	30,000.00	45,000.00	15,000.00
TOTAL OPERATING REVENUES	**812,906.00**	**1,199,166.77**	**386,260.77**
OPERATING EXPENSES			
Advertising and Marketing	5,000.00	500.00	(4,500.00)
Allowance for Uncollectible Accounts	-	-	-
Bank Fees & Service Charges	500.00	500.00	-
Disbursements to COSA	-	40,000.00	40,000.00
Grants to Others			-
CoSA - NHSD Sponsored Events	22,500.00	15,000.00	(7,500.00)
Esperanza Grant	200,000.00	-	(200,000.00)
Faith Based Initiative Grant	45,000.00	-	(45,000.00)
Housing First Community Coalition	132,000.00	-	(132,000.00)
Mexican American Unity Council	200,000.00	200,000.00	-
MOD-TA	-	50,000.00	50,000.00
Total Grants to Others	599,500.00	265,000.00	(334,500.00)
Insurance Expense			
Insurance - Business Owner's	5,200.00	5,200.00	-
Insurance - Crime	1,500.00	1,500.00	-
Insurance - Directors & Officers	10,000.00	25,000.00	15,000.00
Insurance - Workers Comp	1,200.00	800.00	(400.00)
Total Insurance Expense	17,900.00	32,500.00	14,600.00
Maintenance & Repairs			
General Maintenance & Repairs	100,000.00	18,000.00	(82,000.00)
Grounds Maintenance & Mowing	630.00	-	(630.00)
Moving Expenses	5,471.00	-	(5,471.00)
Office Cleaning	900.00	-	(900.00)
Pest Control	400.00	-	(400.00)
Tenant Operating Costs (CAM)	30,000.00	-	(30,000.00)
Total Maintenance & Repairs	137,401.00	18,000.00	(119,401.00)
Meals & Events	5,500.00	10,000.00	4,500.00

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2025 Proposed Budget

	FY 2024 Amended Budget	FY 2025 Proposed Budget	Change
OPERATING EXPENSES (Continued)			
Office Expenses			
Equipment Purchases	18,000.00	5,000.00	(13,000.00)
Furniture Purchases	41,000.00	7,000.00	(34,000.00)
Mileage, Parking & Tolls	500.00	500.00	-
Office Supplies	6,500.00	7,420.00	920.00
Printing & Photocopying	1,000.00	500.00	(500.00)
Security & Monitoring	400.00	-	(400.00)
Shipping & Postage	750.00	900.00	150.00
Shredding Services	100.00	100.00	-
Total Office Expenses	68,250.00	21,420.00	(46,830.00)
Payroll Expenses			
Allowance - Auto	24,000.00	9,000.03	(14,999.97)
Allowance - Telephone	2,400.00	900.12	(1,499.88)
Insurance - Dental	5,000.00	-	(5,000.00)
Insurance - Health	84,000.00	54,000.00	(30,000.00)
Insurance - Life	15,000.00	7,800.00	(7,200.00)
Payroll Tax Expense	62,125.00	32,318.50	(29,806.50)
Retirement Plan Expense	96,463.00	47,428.41	(49,034.59)
Salaries & Wages	766,714.00	388,352.94	(378,361.06)
Tuition Reimbursement	-	5,000.00	5,000.00
Total Payroll Expense	1,055,702.00	544,800.00	(510,902.00)
Professional Services			
Accounting & CFO Services	57,600.00	52,516.00	(5,084.00)
Audit Services	29,400.00	30,000.00	600.00
Legal Services	50,000.00	21,000.00	(29,000.00)
Marketing & Public Relations Services	30,000.00	27,200.00	(2,800.00)
Strategic Planning Services	7,500.00	20,000.00	12,500.00
Web Hosting	3,000.00	3,100.00	100.00
Other Professional Services	66,000.00	52,600.00	(13,400.00)
Total Professional Services	243,500.00	206,416.00	(37,084.00)
Program Expenses			
Sponsorships	20,000.00	50,000.00	30,000.00
Total Program Expenses	20,000.00	50,000.00	30,000.00
Rent Expense			
Equipment Rent	6,000.00	3,800.00	(2,200.00)
Facilities Rent	72,145.63	128,470.80	56,325.17
Total Rent Expense	78,145.63	132,270.80	54,125.17
Subscriptions			
Subscriptions - Memberships & Fees	2,000.00	5,500.00	3,500.00
Subscriptions - Software Licenses	18,000.00	15,500.00	(2,500.00)
Total Subscriptions	20,000.00	21,000.00	1,000.00

SAN ANTONIO HOUSING TRUST

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
FY 2025 Proposed Budget

	FY 2024 Amended Budget	FY 2025 Proposed Budget	Change
OPERATING EXPENSES (Continued)			
Telephone & Internet	6,000.00	5,760.00	(240.00)
Travel & Training	25,000.00	17,000.00	(8,000.00)
Utilities	3,000.00	-	(3,000.00)
TOTAL OPERATING EXPENSES	**2,285,398.63**	**1,365,166.80**	**(920,231.83)**
OPERATING INCOME (LOSS)	**(1,472,492.63)**	**(166,000.03)**	**1,306,492.60**
Interest Income			
Interest - Investing	-	42,000.00	42,000
Interest - Operating	75,000.00	124,000.00	49,000
Total Interest Income	75,000.00	166,000.00	91,000.00
TOTAL NONOPERATING REVENUES (EXPENSES)	**75,000.00**	**166,000.00**	**91,000.00**
INCREASE (DECREASE) IN NET POSITION	**$ (1,397,492.63)**	**$ -**	**$ 1,397,492.60**

CITY OF SAN ANTONIO HOUSING TRUST FOUNDATION
RESOLUTION NO. F24-0920-04
A RESOLUTION APPROVING AND ADOPTING FY 2025 BUDGET

WHEREAS, the City of San Antonio Housing Trust was established by Ordinance No. 67895 passed on September 8, 1989 under a Declaration of Trust to provide affordable housing opportunities for low and moderate income families within 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 was amended on or about July 2022 with a new organizational structure; and

WHEREAS, under Ordinance No. 74452 passed on September 26, 1991, the San Antonio Housing Trust Foundation, Inc. was designated and approved to be the 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 continues in such capacity to the current date; and

WHEREAS, the City under Ordinance 2013-09-12-0628 passed September 12, 2013 continued the contract with the San Antonio Housing Trust Foundation, Inc., to provide for the administration of the City of San Antonio Housing Trust and there have been additional ordinances and amendments to continue such administration to the current date; and

WHEREAS, the Foundation revenues will be sourced from an anticipated 25% administrative fee contributed by the San Antonio Housing Trust Public Facility Corporation and Finance Corporation; and

WHEREAS, the Foundation also earns revenues from prior equity investments, commercial loans, and residential loans, and portion of annually collected loan proceeds are owed to the Housing Trust Fund and are being used to finance the Foundation Operating budget; and

WHEREAS, the FY 2025 Foundation Operating Expense budget is approximately a 40% decrease from the previous FY 2024 Operating Expense Budget from $2.28 million to $1.36 million for FY 2025.

WHEREAS, the Foundation has a 6-month operating reserve policy and the Operating Reserve Budget shall be set at $682,583.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO HOUSING TRUST FOUNDATION, INC.,

Section 1. The above Recitals are true and correct and are a material part of this Resolution and are incorporated herein for all purposes.

Section 2. The Board of Directors for the San Antonio Housing Trust Foundation, Inc. does hereby adopt the FY 2025 budget as recommended by the Executive Director for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as indicated in Exhibit A.

Section 3. If any section, subsection, clause, phrase or provision of this Article, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid,

void, or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Article, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 4. This Resolution shall be cumulative of all provisions of the Housing Trust Foundation, except where the provisions of this Resolution are in direct conflict with the provisions of such Resolution, in which event the conflicting provisions of such Resolution are hereby repealed.

Section 5. That it is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. This Resolution shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law.

PASSED AND APPROVED this _____ day of September 2024.

SIGNED:

_____
Councilwoman Dr. Adriana Rocha Garcia
President

ATTEST:

_____
Jordan Ghawi, Secretary

San Antonio Housing Trust Foundation
Agenda Item 5

Discussion and possible action regarding the Foundation's Annual Professional Services Agreement with the City of San Antonio.

Summary:
Each year, the SA Housing Trust Foundation contracts with the City of San Antonio to manage funds awarded and programs run in the Trust, PFC and Finance Corporation and serve as an escrow agent for assisting the City of San Antonio on certain housing programs.

The annual agreement allows the Foundation to be the managing entity for the Trust loans and any future funding rounds for Trust Fund awards.

The City of San Antonio also requires SAHT Foundation to act as an escrow agent and vendor to quickly deploy funding for various housing programs including, advancing SAHT Foundation approximately up to $1,220,000 to continue expediting payments in support of the City's homebuying programs.

Recommendation:
Staff recommends approval of the Annual Professional Services Agreement for FY 2025 with the City of San Antonio.

Attachment:
Resolution
Professional Services Agreement

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.

RESOLUTION F24-0920-05

A RESOLUTION BY THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC. AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANNUAL ADMINISTRATIVE CONTRACT AND SCOPE OF WORK WITH THE CITY OF SAN ANTONIO; AUTHORIZING ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of San Antonio annually dedicates certain funds to the City of San Antonio Housing Trust Foundation 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" 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 the City on September 6, 2018; and

WHEREAS, in 2022, the City Council realigned and adopted a new framework for the San Antonio Housing Trust Foundation, Inc. and other stated entities of the San Antonio Housing Trust Public Facilities Corporation and San Antonio Housing Trust Finance Corporation which are also applicable to oversight by the Foundation; and

WHEREAS, in accordance with the recommendations of the Housing Policy Framework, the City of San Antonio wishes to engage the Foundation to carry out the described Program for the upcoming fiscal year; and

WHEREAS, the Board of Directors finds that the Executive Director or his designee may enter into the Administrative Contract and scope of work and take any additional actions reasonably necessary to ensure such Agreement is executed.

NOW, THEREFORE, BE IT RESOLVED BY THE SAN ANTONIO HOUSING TRUST FOUNDATION, INC. THAT:

Section 1. The Board of Directors hereby approves and accepts City of San Antonio Administrative agreement and scope of work as set out in **Exhibit "A."**

Section 2. The Executive Director, or his designee, is hereby authorized to execute the Agreement with the City, and such other documents and instruments reasonably necessary to conclude the transaction.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this _____ day of September 2024.

SIGNED:

_____

Councilwoman Dr. Adriana Rocha Garcia

President

ATTEST:

_____

Jordan Ghawi, Secretary

STATE OF TEXAS	§	**PROFESSIONAL SERVICES AGREEMENT**
	§	**FOR ADMINISTRATION OF**
	§	**PROGRAMS AND STAFFING FOR THE**
	§	**SAN ANTONIO HOUSING TRUST, SAN**
	§	**ANTONIO HOUSING TRUST PUBLIC**
	§	**FACILITIES CORPORATION AND SAN**
	§	**ANTONIO HOUSING TRUST FINANCE**
COUNTY OF BEXAR	§	**CORPORATION**

This Professional Services Agreement ("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. 2023-_____, 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.

WHEREAS, CITY annually dedicates certain funds to the City of San Antonio Housing Trust Foundation for the administration of the City's affordable housing projects and programs and to provide staff support for the San Antonio Housing Trust, San Antonio Housing Trust Public Facilities Corporation and San Antonio Housing Trust Finance Corporation ("Trust Entities"); and

WHEREAS, the City Council has allocated $1,220,000.00 for this upcoming fiscal year for administration of housing programs for FY 2024, and the San Antonio Housing Trust Foundation will administer the programs and oversee the use of these funds, along with previously allocated funds and contribution from the San Antonio Housing Trust, in accordance with applicable program policies and this Contract; and

WHEREAS, in accordance with the funding allocations approved by the San Antonio City Council for fiscal years 2024 and 2025, the Parties hereby agree to the terms and conditions for each Party's performance of its obligations under this Contract. **NOW THEREFORE:**

FOR VALUABLE CONSIDERATION, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations contained herein and to the performance and accomplishment of the tasks hereinafter described.

I. TERM AND EFFECTIVE DATE

The effective date of this CONTRACT **October 1, 2024**, or when the approved FY 2025 Program Work Statement and Scope of Work are received by the CITY's Neighborhood and Housing Services Department, whichever occurs later ("Effective Date"), and will, subject to and upon an annual review and approval by CITY run 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.

II. CONSIDERATION

2.1 CITY agrees to provide CONTRACTOR the amount of One Million, Two Hundred and Twenty Thousand Dollars and No Cents ($1,220,000.00) for the administration of CITY's FY 2025 affordable housing programs payable from the CITY's FY 2025 city council budget. Additionally, the CITY shall advance $3,000 for the CONTRACTOR to sponsor the CITY'S annual Strategic Housing Implementation Plan and volunteer events. All funds paid by CITY to CONTRACTOR hereafter collectively referred to as "Funds". The City shall advance the $3,000 from non-San Antonio Housing Trust ("Trust") funding sources, if not authorized by the Trust or CONTRACTOR. The CONTRACTOR shall not utilize the $3,000 advanced by the CITY under this CONTRACT to cover its operating costs or other Trust-related expenses outside the scope of work under this CONTRACT.

2.2 In exchange for CITY's payment of the Funds, 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 **Exhibit "A".**

2.3 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 this Contract and **Exhibit "A"**.

III. GENERAL PROVISIONS

3.1 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.

3.2 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.

3.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that will have 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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 by 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

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

3.18 CONTRACTOR agrees that the Services provided under this CONTRACT shall be performed to the satisfaction of the Director whose decision as to the sufficiency of the Services shall be final. CITY reserves the right to withhold payment of the Funds if the Director determines, in Director’s sole discretion, that the Services are not satisfactory.

IV. FISCAL MANAGEMENT; AUDIT CONDITIONS AND REQUIREMENTS

4.1 CITY, 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 4.4.

4.2 CITY will submit requests to CONTRACTOR for payment of all funds held by CONTRACTOR under this CONTRACT in a form and manner agreed to by the parties. Failure of CONTRACTOR to remit payment to CITY under the provisions of this CONTRACT within 90 (ninety) days shall result in a delay of future payments by CITY to CONTRACTOR of funds for services and programs and may constitute grounds for termination of this Contract.

4.3 CONTRACTOR acknowledges that records developed and maintained at the offices of the CONTRACTOR may constitute Fiscal Audit Records as defined by the Texas State Library and Archives Commission local retention schedules. As such, 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.

4.4 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. 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. Regardless of whether CITY conducts an audit, CONTRACTOR shall provide the CITY's Finance Director, or their designee, audited financials pertaining to all CITY programs administered by CONTRACTOR within 90 days of the close of the financial period. Failure of CONTRACTOR to provide the audited financials as required herein will result in a delay of future payments by CITY to CONTRACTOR of funds for services and programs and may constitute grounds for termination.

4.5 All such records must continue to be available for inspection and audit in accordance with Record Numbers GR1025-01 through GR1015-01e as these numbers apply to the document or record at issue.

4.6 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.

4.7 The submission of falsified information or the failure to submit information as requested by CITY is grounds for termination of this CONTRACT.

4.8 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.

4.9 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.

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

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

4.12 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 One Hundred Thousand and No/100 Dollars ($100,000.00) 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.

4.13 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 his authorized representative.

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

4.15 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.

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

4.17 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.

4.18 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.

4.19 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.

4.20 CONTRACTOR acknowledges that if CONTRACTOR receives funds in excess of Twenty- five Thousand and No/ l00 Dollars ($25,000.00) 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. 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.

(D) 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.

4.21 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

4.22 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.

V. SPECIAL PROVISIONS

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

VI. EQUAL OPPORTUNITY-NON-DISCRIMINATION CLAUSE

6.1 CONTRACTOR shall comply with the CITY's Non- discrimination Clause and Affirmative Action Plan 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 pe1mit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.

6.2 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.

6.3 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.

6.4 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.

6.5 If 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.

6.6 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 ce1tifying 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.

VII. CHANGES AND AMENDMENTS

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 in accordance with the applicable requirements of the City's charter, ordinances, resolutions, and administrative directives.

EXECUTED and AGREED TO BY:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

_____
Lori Houston
Assistant City Manager

SAN ANTONIO HOUSING TRUST FOUNDATION, INC.
A Texas Nonprofit Corporation

_____
Pedro Alanis
Executive Director

APPROVED AS TO FORM:

_____
Jameene Yvonne Williams
Assistant City Attorney

ATTACHMENTS:

Exhibit "A" –2025 Program Work Statement and Scope of Work

EXHIBIT "A"

EXHIBIT "A"

FY 2025 Program Work Statement and Scope of Work

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. The Foundation shall act as a vendor to expedite cash payments up to **$1,220,000** as directed by the City, in support of the City's homebuying programs to include the Housing Incentive Programs (**HIP 80 and HIP 120**), First Responders Housing Assistance Program (**FRHAP**), and the Home Ownership Program for Employees (**HOPE**). The City shall provide an advance of funds from non-Trust funding sources, if not authorized by the Trust or Foundation. 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.

8. The Foundation shall act as an escrow agent and vendor to expedite a contribution of **$3,000** for Foundation sponsorship of the annual Strategic Housing Implementation Plan **(SHIP) event.** The City shall provide an advance of funds from non-Trust funding sources, if not authorized by the Trust or Foundation. 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.

9. The Foundation will participate in implementation meetings regarding the SHIP and provide timely Provision of housing production data as requested by City of San Antonio staff.

10. The Foundation will provide all necessary information for City of San Antonio staff to conduct Displacement Impact Analysis (DIA) not less than 10 business days before completed analysis is needed.

FY25 Funding

- City's Homebuying Programs in the amount of up to $1,220,000

City of San Antonio:

- City of San Antonio shall provide staff support for DIA to the Foundation.