

AN ORDINANCE 2009-12-10-1022

ACCEPTING UP TO \$100,000.00 FROM FORD MOTOR COMPANY AND UP TO \$13,000.00 FROM FAMILY VIOLENCE PREVENTION SERVICES, INC. FOR USE AS MATCH MONEY IN THE INDIVIDUAL DEVELOPMENT ACCOUNT (IDA) WORKING FAMILY VEHICLE PURCHASE PROGRAM; APPROPRIATING FUNDS; AUTHORIZING THE ALLOCATION OF CARRY FORWARD FUNDS AND APPROVING A PROGRAM BUDGET OF \$200,000.00.

* * * * *

WHEREAS, in an endeavor to improve the overall economic well-being of San Antonio's low-income families the City of San Antonio's Department of Community Initiatives (DCI) is committed to asset building programs that will achieve economic self-sufficiency for low to moderate income populations; and

WHEREAS, DCI has also operated Individual Development Account (IDA) programs as special match savings programs for qualified individuals and families to achieve their goals; and

WHEREAS, studies have shown that when people have reliable transportation, their ability to obtain work and pursue a livable wage to support themselves and their family increases; and

WHEREAS, for the past three years, the DCI has operated the Working Family Vehicle Purchase IDA Program; and

WHEREAS, the program allows working families in San Antonio who live at or below 300% of the poverty level (\$66,150/year for a family of four) to purchase a new or certified pre-owned Ford or Lincoln Mercury; and

WHEREAS, in order to assist individuals and families in obtaining reasonably priced transportation, the Ford Motor Company (Ford) desires to grant up to \$100,000.00 funds to the Working Family Vehicle Purchase Program, to be managed by the City of San Antonio; and

WHEREAS, the new Ford grant will provide funds for 100 individuals to participate in the IDA program that will match up to \$1,000.00 of participant savings at a 2-to-1 ratio; and

WHEREAS, the Ford grant will provide 50% of the match funds (\$100,000.00), and the remaining 50% (\$100,000.00) will come from other donors; and

WHEREAS, the Family Violence Prevention Services, Inc. will provide \$13,000.00 in local matching funds to secure 13 IDA accounts for residents of the Family Violence Prevention Services Shelter through the IDA Working Family Vehicle Purchase Program; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to accept a grant in the amount of \$100,000.00 from the Ford Motor Company and \$13,000.00 from Family Violence Prevention Services, Inc., to provide matching funds for an Individual Development Account (IDA) program, namely the Working Family Vehicle Purchase Program, for qualified residents of San Antonio to assist them in purchasing a new or certified pre-owned vehicle for the period through September 30, 2010.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute agreements with Ford Motor Company and Family Violence Prevention Services, Inc., copies of which are attached hereto and incorporated herein for all purposes as **Attachments I and II**, respectively.

SECTION 3. Fund 2601238024 entitled "Working Family Vehicle Plan" and Internal Order 138000000763 are hereby designated for use in the accounting for the fiscal transaction in the acceptance of these grants and these grants will be appropriated in said fund. The City Manager, or her designee, is hereby authorized to carry-over funds, when ascertained.

SECTION 4. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is approved and adopted for entry in the City books.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

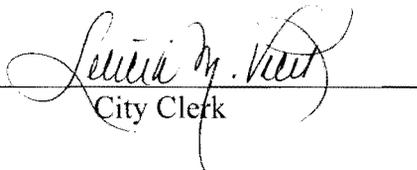
PASSED AND APPROVED this 10th day of December, 2009.



M A Y O R

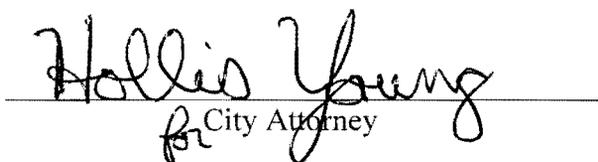
JULIÁN CASTRO

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

Agenda Item:	28 (in consent vote: 7, 10, 11, 12, 16, 17, 18, 19, 20A, 20B, 21, 23, 24, 26, 27, 28, 29, 30, 35A, 35B, 38, 40, 41, 43, 44, 45, 46)						
Date:	12/10/2009						
Time:	11:23:57 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting up to \$100,000.00 from Ford Motor Company and up to \$13,000.00 from Family Violence Prevention Services, Inc. for use as match money in the Individual Development Account (IDA) Working Family Vehicle Purchase Program; appropriating funds; authorizing the allocation of carry forward funds and approving a program budget of \$200,000.00. [Peter Zanoni, Interim Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Letter of Intent

This Agreement 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 Director of the Community Initiatives Department and Ford Motor Company ("Ford") for the Working Family Vehicle Purchase Program (sometimes simply referred to as the "Program") as authorized by City Council on _____, pursuant to Ordinance No _____.

In consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the parties hereto severally and collectively agree as follows:

The City agrees to:

- Provide a dedicated staff member and the City's associated operational expenses to manage its tasks under the Program.
- Provide outreach to the targeted market to generate interest in the Program.
- Identify and provide appropriate case management for potential participants for the Program.
- Solicit funding from appropriate entities to help fund the Program and the administration/management of the Program.
- Provide 6 hours of pre-purchase financial literacy education to all Program participants.
- Assist participants in constructing a family budget and help to ensure purchase of an auto can be supported by the participant family's income.
- Provide to Ford a list of all participants in the Program.
- Provide to Ford monthly reports detailing status of all participants in the Program.
- Ensure that the participant purchases only a Ford or Lincoln Mercury product from one of the available City's metropolitan Ford or Lincoln Mercury Dealerships with the funds provided to the participant through the Program. The participant may elect to opt-out of the Program at any time or, alternatively, to purchase a different product with the participant's own funds as long as match funds are not utilized for the purchase of the vehicle.
- Set up safeguards so that funds will not be released by a participating financial institution on behalf of the participant unless the City designated Working Family Vehicle Purchase Program staff employee has received, reviewed and approved the participant's withdrawal form.
- Ensure that the participant is advised that request to withdraw and subsequent release of funds by a participating financial institution for a purpose other than the purchase of a vehicle through this Program shall cause the participant to be terminated from the Program.
- Ensure that participants are advised that they will receive a 2:1 cash match up to a maximum amount of \$1,000 from Ford and a maximum amount of up to \$1,000 from the City, subject to total Program funding availability.
- Limit the use of the Program to one time per individual.
- Return any funds provided by Ford that are not used or committed to an enrolled participant by the end of the Program year (September 30, 2010) to Ford, upon Ford's request.

Ford agrees to:

- Allow the City, for the purpose of continuing the provision of matches up to \$1,000 for each Program participant, to carry-over the balance of any unused funds from the original \$100,000.00 that Ford contributed pursuant to the Original Agreement having an effective term from December 1, 2006 through October 1, 2007, and later extended through October 1, 2009 by subsequent agreements (the "Original Contribution").
- Pay an additional One Hundred Thousand Dollars (\$100,000.00) (the "Second Contribution") to the City of San Antonio, which, added to the Original Contribution, is Ford's maximum total program cost for the term of this agreement, and any renewals. Ford may pay the City in smaller monthly installments as appropriate, such that the total does not exceed the combined balance of the Original Contribution and the Second Contribution, and the funds will be utilized to fund a cash match up to \$1,000 per participant when they elect to purchase a new or Certified Pre-Owned Ford or Lincoln Mercury product.
- Provide X-Plan Partners Pricing (X-Plan) to each participant (Special Personal Identification Number will be created for each participant but only provided at the time of purchase).
- Provide a cash match of \$1.00 for every Program participant \$1.00, to a maximum of \$1,000 per participant, for each participant who elects to purchase a new or Certified Pre-Owned Ford or Lincoln Mercury product from an authorized Ford or Lincoln Mercury dealer.

Letter of Intent

This agreement 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 Director of the Community Initiatives Department and Family Violence Prevention Services, Inc. (hereinafter referred to as "FVPS"), for the Working Family Vehicle Purchase Program (sometimes simply referred to as the "Program") as authorized by the City Council on _____ pursuant to Ordinance No. _____.

In consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the parties hereto severally and collectively agree as follows:

The City agrees to:

- Assign 13 enrollment slots to FVPS program participants, commensurate with FVPS's donation of \$13,000.00 in total.
- Provide a dedicated staff member and the City's associated operational expenses to manage its tasks under the Program.
- Identify and provide appropriate case management for potential participants for the Program.
- Provide 6 hours of pre-purchase financial literacy education to all Program participants.
- Assist participants in constructing a family budget and help to ensure purchase of an auto can be supported by the participant family's income.
- Provide monthly matched savings account statements to FVPS participants in the Program.
- Ensure that the participant purchases only a Ford or Lincoln Mercury product from one of the available City's metropolitan Ford or Lincoln Mercury Dealerships with the funds provided to the participant through the Program. The participant may elect to opt-out of the Project at any time, or, alternatively, to purchase a different product with the participant's own funds as long as match funds are not utilized for the purchase of the vehicle.
- Set up safeguards so that funds will not be released by a participating financial institution on behalf of the participant unless the City designated Working Family Vehicle Purchase Program staff employee has received, reviewed and approved the participant's withdrawal form.
- Ensure that the participant is advised that a request to withdraw and subsequent release of funds by a participating financial institution for a purpose other than the purchase of a vehicle through this Program shall cause the participant to be terminated from the Program.
- Return any funds provided by FVPS that are not used or committed to an enrolled participant by the end of the project year (September 30, 2010) to FVPS, upon the request of FVPS.

FVPS agrees to:

- Pay not more than \$13,000.00 to the City of San Antonio, which is FVPS's maximum total investment for the term of this and any previous agreements, and any renewals. The funds will be utilized to fund a cash match up to \$1,000.00 per Program participant when they elect to purchase a new Ford or Lincoln Mercury product.
- Provide qualified FVPS clients per Program guidelines to participate in the Program.
- Provide bus passes to FVPS clients so that they may meet with City program staff on a monthly basis, if transportation assistance is needed.
- Ensure FVPS clients meet or communicate with Program staff on a monthly basis.

TERM AND RENEWAL

This Agreement shall become immediately effective and shall remain in effect until September 30, 2010. At the conclusion of the initial term, and any future term, this Agreement may be renewed for an additional period of time, not to exceed twelve months, upon mutual agreement of the parties. Either party may give notice of its desire to renew the Agreement for an additional twelve month period by providing written notice to the other sixty days in advance of the termination date of the current term. An extension of the Agreement requiring no additional funds shall not require the approval of City Council. Any renewal of this Agreement which involves the contribution of additional funds shall be evidenced by a written amendment or other legal instrument executed by both parties, and as to the City, as evidenced by passage of an Ordinance by City Council. The parties further agree that either party may, for any reason, terminate its participation in the Working Family Vehicle Purchase Program by presenting written notice to the other party sixty days in advance of the termination date. Both parties agree to honor all participant match funding obligations for all participants enrolled as of the termination date of the Agreement and shall take all steps necessary to complete processing the enrolled participants in the purchase of a vehicle.

FORCE MAJEURE:

The obligations of the parties hereto shall be excused during such time as and to the extent that performance of such is prevented by any occurrence or act beyond their respective control and not due to their fault of negligence, including without limitation, action of the elements, inclement weather, riots, fire, war, acts of God, and any ruling, ordinance, law or regulations of any local, state and federal governmental agency or other governmental body having jurisdiction over either party hereto.

INTEGRATION OF UNDERSTANDING

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein. This Agreement shall constitute the entire and integrated Agreement between the parties.

BY SIGNING BELOW, both parties hereto accept and agree to abide by this Agreement.

MARCO S. 11/3/09
Family Violence Prevention Shelter, Inc. Date

City of San Antonio Date

Working Families Vehicle Purchase Plan 2009 - 2010

October 2, 2009 - September 30, 2010

BUDGET

REVENUES:

4501170	Grants From Private Donor- Restricted	\$100,000
4502220	Contribution from Private Donor - Restricted	100,000
	TOTAL REVENUES	<u>\$200,000</u>

APPROPRIATIONS:

	138000000763 Working Families Vehicle Purchase Plan 2009	
5407032	Direct Welfare- Other	\$200,000
	Total 138000000763	<u>\$200,000</u>

TOTAL APPROPRIATIONS

\$200,000