SS/vv
02/11/16
Item #21

AN ORDINANCE 2016-02-11-0082

RATIFYING THE CO-APPLICATION OF THE SAN ANTONIO HOUSING AUTHORITY'S GRANT SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE CHOICE NEIGHBORHOODS PLANNING GRANTS PROGRAM FOR THE WESTSIDE CHOICE NEIGHBORHOOD; PLEDGING $200,000.00 IN CITY OF SAN ANTONIO FUNDS, UPON AWARD OF THE GRANT, TOWARD THE $500,000.00 REQUIRED COMMUNITY MATCH TO BE IDENTIFIED IN THE FY 2017 BUDGET DEVELOPMENT PROCESS; AND, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND SAN ANTONIO HOUSING AUTHORITY THAT OUTLINES THE RESPONSIBILITIES OF EACH ENTITY.

* * * * *

WHEREAS, the Choice Neighborhoods Planning Grants Program (Choice) is the U.S. Department of Housing and Urban Development's (HUD) signature place-based initiative designed to address struggling neighborhoods with distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation; and

WHEREAS, the Choice Program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and investing and leveraging investments in well-functioning services, high quality public schools and education programs, high quality early learning programs and services, crime prevention strategies, public assets, public transportation, and improved access to jobs; and

WHEREAS, the Choice Program ensures that current public and assisted housing residents will be able to benefit from this transformation, by preserving affordable housing or providing residents with the choice to move to affordable and accessible housing in another existing neighborhood of opportunity; and

WHEREAS, the Choice Program is focused on three core goals: 1) Housing: Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood, 2) People: Improve educational outcomes and intergenerational mobility for youth and the supports delivered directly to youth and their families, and 3) Neighborhood: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community; and

WHEREAS, to achieve these core goals, successful applicants must develop and implement a comprehensive neighborhood revitalization strategy, or "Transformation Plan"; and

WHEREAS, this Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units, while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families; and

WHEREAS, in March 2011, HUD awarded a Choice Neighborhood Planning Grant to the San Antonio Housing Authority (SAHA) for the purpose of creating a Transformation Plan for the City of San Antonio's historic Eastside; and

WHEREAS, the community-based Transformation Plan was completed, and in April 2012 SAHA applied for and was awarded a five-year $30 million Choice Neighborhood Implementation Grant to implement the Plan; and

WHEREAS, the City of San Antonio has committed $19.5 million toward this initiative; and

WHEREAS, implementation of the Eastside Choice Neighborhood Implementation Grant is currently underway; and

WHEREAS, HUD issued another Notice of Funding Availability (NOFA) for the Choice Neighborhood Planning Grants Program on November 23, 2015; and

WHEREAS, on February 9, 2016 , SAHA submitted an application for a Planning and Action Grant for the near Westside area in City Council District 5 centered on Alazan-Apache Courts and requested that the City of San Antonio serve as the co-applicant; **NOW THEREFORE:**

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

SECTION 1. The submission of a grant application to the U.S. Department of Housing and Urban Development (HUD) for the Choice Neighborhoods Planning Grants Program for the Westside Choice Neighborhood Program, with the San Antonio Housing Authority (SAHA) serving as the lead applicant and the City of San Antonio serving as the co-applicant, is hereby ratified. A copy of the said grant application which is incorporated herein for all purposes is on file with the Department of Planning and Community Development.

SECTION 2. The City Manager, or her designee or the Director of the Department of Planning and Community Development or his designee is authorized to pledge $200,000.00 in City of San Antonio funds, upon award of the grant, toward the $500,000.00 required community match, which will be identified in the FY 2017 budget development process.

SECTION 3. The City Manager, or her designee or the Director of the Department of Planning and Community Development or his designee is further authorized to execute an Interlocal Agreement between the City of San Antonio and San Antonio Housing Authority that outlines the responsibilities of each entity. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I.**

SS/vv
02/11/16
Item #21

SECTION 4. The City Manager, or her designee or the Director of the Department of Planning and Community Development or his designee is further authorized to execute any and all necessary documents to effectuate said application and acceptance.

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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young
for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**21 (in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13A, 13B, 14A, 14B, 14C, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32)**
Date:	02/11/2016
Time:	09:19:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance ratifying the co-application of the San Antonio Housing Authority's grant submission to the U.S. Department of Housing and Urban Development for the Choice Neighborhoods Planning Grants Program for the Westside Choice Neighborhood; pledging $200,000 in City of San Antonio funds, upon award of the grant, toward the $500,000 required community match to be identified in the FY 2017 budget development process; and, authorizing an Interlocal Agreement between the City of San Antonio and San Antonio Housing Authority that outlines the responsibilities of each entity. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning & Community Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE SAN ANTONIO HOUSING AUTHORITY AND THE CITY OF SAN ANTONIO, TEXAS

This agreement ("Agreement") is entered into by and between the San Antonio Housing Authority ("SAHA") and the City of San Antonio, a Texas municipal corporation ("COSA"), pursuant to the authority granted under, and in compliance with the provisions of, the INTERLOCAL COOPERATION ACT ("Act"), Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, SAHA is a Texas housing authority created pursuant to Chapter 392 of the Texas Local Government Code; and

WHEREAS, COSA is a home rule municipality established pursuant to Article XI, Section 5, of the Texas Constitution and a Texas municipal corporation; and

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, SAHA desires to revitalize the Alazan Courts neighborhood and intends to apply for a U.S. Department of Housing and Urban Development ("HUD") FY 2015/2016 Choice Neighborhoods Planning grant; and

WHEREAS, SAHA intends to serve as Lead applicant and COSA intends to participate as a Co-applicant to the FY 2015/2016 Choice Neighborhoods Planning grant; and

WHEREAS, SAHA and COSA agree to lead a multi-faceted community engagement process over a 24-36 month period, culminating in the development of a comprehensive Transformation Plan for revitalization of the Alazan Courts neighborhood should the grant be awarded; and

WHEREAS, if the planning grant is awarded, SAHA will utilize a portion of grant funds to reimburse COSA for staffing positions and planning resources needed to carry out the Choice Neighborhoods Planning initiative.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I. STATEMENT OF RESPONSIBILITIES:

SAN ANTONIO HOUSING AUTHORITY:

SAHA, as Lead applicant for the Choice Neighborhoods Planning Grant to HUD, agrees to fully participate and share responsibilities with COSA to assist in a wide-ranging

collaborative planning process among public housing residents, neighborhood residents, business leaders, and the City and County political leadership that would result in an Alazan Neighborhood Transformation Plan within two (2) to three (3) years from the date of an award of a Choice Neighborhoods Planning Grant. (Exhibit A)

CITY OF SAN ANTONIO:

COSA, as Co-applicant, will provide staff and planning resources needed to carry out the Alazan Choice Neighborhood Planning Grant Initiative. COSA agrees to fully participate and share responsibilities in a wide-ranging collaborative planning process among public housing residents, neighborhood residents, business leaders, and City and County political leadership that would result in the creation of an Alazan Neighborhood Transformation Plan within two (2) to three (3) years from the date of an award of a Choice Neighborhoods Planning grant. (Exhibit A).

COSA pledges an amount not to exceed Two-hundred thousand dollars and No/100 dollars ($200,000.00) as cash match towards the total cash match SAHA has pledged for the Choice Neighborhoods Planning Grant application. COSA's pledge shall be identified and allocated in COSA's FY 2017 Operating Budget.

EXPENDITURES:

Each party agrees to pay for the performance of its respective governmental functions or services from then current revenues available to the paying party.

Notwithstanding COSA's payment for performance of its governmental functions and services from revenues available at the time of performance, SAHA agrees to later reimburse COSA from awarded grant funds equal to the amount of COSA's paid and documented expenses that are associated with staff and planning resources utilized to assist in the wide-ranging collaborative planning process.

COSA agrees to provide SAHA monthly draw requests with supporting documentation and quarterly reports detailing expenditure of the funds received from SAHA. Draw requests shall be submitted to: San Antonio Housing Authority, Attn: Lorraine Robles, 818 South Flores, San Antonio, Texas 78204. COSA also agrees to monitor such expenditures and ensure that the expenditures comply with the requirements of the Choice Neighborhoods Planning Grant Agreement ("HUD Grant Agreement") between SAHA and HUD should the grant be awarded. SAHA shall send payment to COSA, in accordance with direction provided by COSA, within thirty (30) days of receipt and approval by SAHA.

II. INTENTIONALLY DELETED.

III. TERM OF AGREEMENT:

The term of this Agreement shall commence on its effective date shown below and continue for three (3) calendar years from the date of the Choice Neighborhood Planning Grant award.

IV. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its agents pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's agents while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, so long as claims are not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

SAHA and COSA acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

V. MUTUAL AGREEMENTS

Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification of, or waiver of, any right under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement.

Severability. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

State Law and Venue Determination. This Agreement shall be subject to and governed under the laws of the State of Texas. All local, state and federal laws shall supersede any provisions made in this Agreement. Any provision so affected will not negate the rest of the Agreement. The parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from this Agreement shall be in Bexar County, Texas.

Paragraph headings. The captions, numbering sequences, titles, paragraph headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

SAHA: Tim Alcott, Officer - Development Services
San Antonio Housing Authority
818 South Flores
San Antonio, Texas 78204

COSA: Department of Planning and Community Development
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attn: Director

Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

This Agreement shall be administered by the appropriate persons, acting on behalf of SAHA and COSA, as appointed by them to perform such duties.

The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this

Agreement; and that (2) the parties hereto are legally authorized to perform the required duties of the Agreement.

EXECUTED to be effective as of the 5 day of February, 2016.

SAN ANTONIO HOUSING AUTHORITY	CITY OF SAN ANTONIO
By: David Nisivoccia	By: Peter Zanoni
Title: Interim President & CEO	Title: Deputy City Manager

Attachments: Exhibit A, Alazan Courts Planning Grant Brief

Exhibit B, Choice Neighborhoods Application Certifications

EXHIBIT A
Alazan Courts Planning Grant Brief

December 21, 2015

RE: West Side CHOICE: Alazan Courts Planning Grant

The San Antonio Housing Authority (SAHA) in partnership with the City of San Antonio (COSA), and on behalf of a collaboration of public and private entities seeks funding for a Choice Neighborhoods Planning & Action Grant, a three-year planning project to engage residents and community stakeholders in strategizing the revitalization of the Alazan Courts public housing complex, and to develop a Transformation Plan to guide the implementation of their vision. The Choice Neighborhoods Transformation Plan will be nestled within the broader context of significant west side revitalization planned by SAHA, the City of San Antonio and other community partners. SAHA's Choice Planning and Action Grant will become the primary driver of all of these initiatives, directing housing, people and neighborhood revitalization and coordinating realignment of stakeholder priorities and resources.

The Choice Neighborhood partners have adopted a vision for these blended, place-based initiatives that consists of livable neighborhoods with a range of safe affordable housing options where residents raise their children in a supportive environment. The Transformation Plan will address three key goals: ***Housing*** *- a revitalized Alazan Courts area brings newly developed public housing and previously unavailable single and multi-family affordable housing, which becomes a catalyst for comprehensive mixed-income housing redevelopment throughout the west side and inspires families to stay or relocate here.* ***People*** *– west side children, youth, adults and seniors have access to and may utilize the health, educational, recreational, parenting and employment resources essential for strong, self-sufficient families.* ***Neighborhood*** *– The west side becomes a Neighborhood of Choice, filled with livable, safe homes and clustered with abundant cultural, educational, training and employment resources.*

Choice Planning Grants Program Application: due date February 9, 2016

- Planning Grants are two-year grants that assist communities with severely distressed public or HUD assisted housing in developing successful neighborhoods, maximum $500,000
- Planning & Action Grants are three-year planning grants that demonstrate a commitment to "doing while planning". Planning process activities take place during the first 24 months of grant period, identifies Action Activities that will be carried in the latter portion of grant period up to $1.5M

EXHIBIT B
Choice Neighborhoods Application Certifications
HUD Form 53156 (3/2012)