

AN ORDINANCE 2012-05-17-0367

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE TECHNICAL ASSISTANCE FOR THE CITY'S COMMUNITY DEVELOPMENT PROGRAMS.**

\* \* \* \* \*

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development is offering technical assistance for HUD funded community development programs to cities across the nation; and

**WHEREAS**, the City desires technical assistance with its HUD funded community development programs; and

**WHEREAS**, the City desires to enter into an agreement with HUD to provide technical assistance and establish the terms under which the assistance will be provided; and

**WHEREAS**, the terms of the agreement will include developing a market-based, housing and community development plan integrating funding for the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) Program, and other HUD funded community development programs; and

**WHEREAS**, it is necessary to authorize the execution of an agreement with HUD to provide technical assistance for the City's community development programs; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or in her stead, either the Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, the Director of Planning and Community Development, the Director of the Office of Management and Budget, the Grants Administrator of the Office of Grants Monitoring and Administration, or any other representative designated by the City Manager is hereby authorized to execute the Agreement for the Provision of Technical Assistance to establish the terms under which the U.S. Department of Housing and Urban Development (HUD) will provide technical assistance services to the City. A copy of the Agreement for the Provision of Technical Assistance in substantially final form is affixed hereto and incorporated herein for all purposes as **Attachment I**.

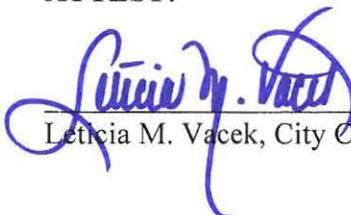
**SECTION 2.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 17<sup>th</sup> day of May, 2012.

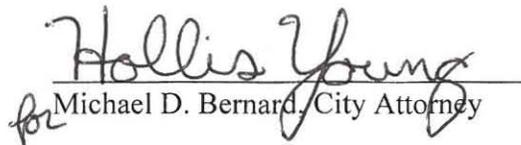


M A Y O R  
Julián Castro

**ATTEST:**

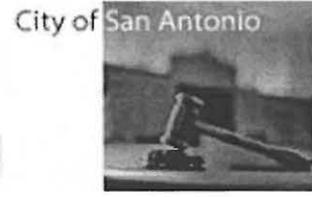
  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 22

<b>Name:</b>	5, 6A, 6B, 8A, 8B, 9, 12A, 12B, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25A, 25B						
<b>Date:</b>	05/17/2012						
<b>Time:</b>	10:47:57 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of an agreement with the U.S. Department of Housing and Urban Development to provide technical assistance for the City's community development programs. [David Ellison, Assistant City Manager; John Dugan, Director, Planning and Community Development]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10		x				

# ATTACHMENT I

## AGREEMENT FOR THE PROVISION OF TECHNICAL ASSISTANCE

Between the

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

And the

CITY OF SAN ANTONIO

### I. BACKGROUND

The purpose of this agreement for the provision of technical assistance (“Agreement”) is to establish the terms under which the U.S. Department of Housing and Urban Development (“HUD”), Office of Community Planning will provide technical assistance (“TA”) services to the City of San Antonio (“the City”). This Agreement describes the roles and responsibilities of the City and HUD. It is the intent of the parties to the Agreement to ensure that each have a common understanding of and commitment to the TA purpose and intended outcomes.

TA provided pursuant to this Agreement will assist the City to develop a market-based, housing and community development plan that integrates funding: (1) the Home Investment Partnerships Program (“HOME”); (2) the McKinney-Vento Homeless Assistance Programs (“Homeless”); (3); the Community Development Block Grant Program (“CDBG”), and (4) other HUD programs such as NSP and public housing as well as funding from other public and private resources.

HOME TA is authorized by the HOME Investment Partnerships Act (42 U.S.C. §§ 12781-12783); 24 CFR part 92. TA for the McKinney-Vento Homeless Assistance Programs and the Housing Opportunities for Persons With AIDS Program (“HOPWA”) is authorized under federal fiscal year appropriations acts, as applicable. CDBG TA is authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301-5320); 24 CFR § 570.402.

This Agreement is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person. HUD intends to exercise its discretion and carry out the provisions of this Agreement to the extent permitted by law and consistent with its statutory and regulatory authorities and enforcement mechanisms.

HUD has awarded program funds to the City for all three of the community development program areas for which TA is provided. HUD and the City have entered into separate grant agreements governing the use of those community development program funds. HUD is providing this commitment for TA in response to a written request from the City.

## II. REQUIREMENTS FOR THE PROVISION OF TECHNICAL ASSISTANCE

**General.** HUD and the City jointly agree that TA will be carried out to accomplish the objectives described below. HUD and the City will jointly agree in writing on additional details related to the scope of work, the work products and expectations, and the corresponding time schedule in coordination with the TA providers. Each party agrees to share all relevant information regarding the development and targeting of TA resources in order to achieve the highest level of performance and results for the City's community development programs, including compliance with all applicable statutory and regulatory program requirements.

- a. **HUD.** Consistent with the statutory authority and purposes of TA funding, HUD selects and funds qualified personnel to provide TA (the "TA Providers"). HUD will ensure that any TA provider carries out its duties in accordance with the objectives in this section. In addition, HUD agrees to provide available resources with a scope of services and work plan to include deliverables the City will receive and a deadline for said deliverables in support of this Agreement to assist the City in one or more of the following manners by:

- i. Providing guidance and direction and a best practices strategy or policy regarding the development of a community revitalization strategy that supports the City's goals of better targeting and coordinating resources (federal, state, local, foundations). This strategy may be part of or developed in coordination with the City's existing efforts to develop Reinvestment Plans, Neighborhood Plans, Visioning Plans, Consolidated Plan and its Comprehensive Master Plan.

- ii. Providing data necessary to perform local housing and economic market and needs analysis, including:

1. Existing affordable housing inventory, production and development sources, by income level;
2. Affordable occupancy rates; and
3. Homeless population housing needs;

- iii. Assisting in development of a market-based, comprehensive, housing and community development Consolidated Plan that leverages and integrates public and private funds to support the objectives of the community revitalization strategy, and includes, but is not limited to:

1. Assistance with analysis of local housing and economic market conditions;
2. Assistance with the use of data and mapping to perform needs analysis;
3. Guidance regarding:

- a. the effective deployment of CDBG and HOME funds in response to market and needs analyses to support housing and economic revitalization strategies; and
- b. Incorporation of proven methods of integrating these funds with other formula grant, public and private funds into ongoing programs and initiatives.

iv. Assisting the City to review public and private funding sources that may be leveraged with CDBG and HOME funds toward the goals of their Consolidated Plan, including:

1. Sources of soft debt;
2. Funding for social and economic resources and services;
3. Furthering economic development opportunities; and
4. Augmenting resources for chronically homeless individuals and families

v. Conducting an assessment of the City's current practices on managing, monitoring and implementing the CDBG and HOME programs and provide recommendations, guidance and expertise in the areas of:

1. Grant management and administration;
2. Standard operating procedures regarding grant processing, monitoring and performance measurement;
3. CDBG best practices regarding regulations and payment processing;
4. Processing, managing, and integrating all HUD Computer Systems (IDIS, DRGR, LOCCS) that monitor and track grant funds; and
5. System and policy reforms.

vi. Providing staff training on:

1. Effective management of CDBG and HOME programs; and
2. Operations and processing.
3. Use and operation, both practically and technically of any and all HUD tools

vii. Providing TA expertise on inter-agency integration and collaboration, including:

1. Clearinghouse of housing providers; and
2. Database of supportive services and amenities availability.

viii. Providing lessons from other cities that have already utilized the HUD's new tools:

b. **City.** The City agrees to perform the following activities and provide the following resources in support of this Agreement:

i. Work with TA providers to test HUD tools for the development of market-based comprehensive, housing and community development plans that leverage and integrate public and private funds. The City will use these tools to develop the next (FY) 2013 Annual Action Plan,

ii. Work with TA providers to develop a community revitalization strategy for the City's Fiscal Year (FY) 2014, that begins October 1, 2013 Consolidated Plan that supports the City's goals of better targeting and coordinating resources (federal, state, local, foundations). This strategy may be part of or developed in coordination with the City's existing efforts to develop its Consolidated Plan and Comprehensive Master Plan, along with various Reinvestment Plans, Neighborhood Plans, and Visioning Plans. The Strategy shall include:

1. A description of priorities informed by the community revitalization strategy and driven by:
  - a. Local housing and economic market conditions; and
  - b. A data-based needs analysis.
2. A leveraging plan based on a review of other sources of public and private funding for housing and economic development and work with TA providers to integrate this funding into the housing and community development plan;
3. An economic development strategy;
4. A description of how performance and progress toward plan goals will be monitored and reported to HUD and the public; and
5. A strategy used to encourage local stakeholders to engage the planning process.

iii. Work with TA providers to implement agreed upon recommendations by HUD and City related to organizational structure and operational

procedures to administer CDBG and HOME funds, including, but not limited to the following areas:

1. Development of effective program designs, implementation plans and time lines;
2. Improving organizational, programmatic and financial management;
3. Strengthening program performance and compliance, including recordkeeping and performance monitoring and reporting;
4. Improving knowledge and skill of program staff in the use of IDIS, DRGR, HMIS, and other HUD reporting systems; and
5. Improving current practices to meet program expenditure deadlines.

iv. Work with the San Antonio Housing Authority to cooperate on planning efforts in order to align investment strategies of the PHA plan with the comprehensive planning effort.

v. Have staff attend trainings and use guidance materials and assistance provided by HUD and TA providers with respect to the activities above to improve performance and compliance with community development program requirements.

vi. Within 90 days of completion of the TA provider's assessment of current practices, management, and information technology systems, the City will, with the assistance of HUD and TA providers:

1. Review and prepare responses, which may include reasonable rejections or alternatives to any or all recommendations made in the assessment, and upon review, meet with the TA provider to discuss any rejections or alternatives and prepare a plan to implement agreed upon recommendations consistent with this response;

Provide a timeline for completion and adoption of a market-based, comprehensive, housing and community Consolidated Plan using HUD-developed tools.

vii. Submit its completed housing and community development Consolidated Plan to HUD, within regulatory timeframes.

viii. Provide status on the implementation of staff and organizational and operational recommendations, subject to funding availability and approval by Mayor and City Council, prior to the termination of this agreement.

### **III. DURATION AND TERMINATION**

If HUD reasonably determines that the City has failed to perform under this Agreement or has failed to reasonably meet expectations in terms of cooperation with TA providers, HUD shall provide the City a thirty (30) day notice and an opportunity, upon the expiration of the thirty (30) days, to contest the determination. If the City is reasonably unsuccessful in contesting the determination, HUD may terminate this Agreement.

If City reasonably determines that HUD has failed to perform under this Agreement or has failed to reasonably meet expectations as outlined above, City shall provide HUD a thirty (30) day notice to terminate this Agreement.

This Agreement will be effective upon HUD's execution in the space provided below and will continue until such time that HUD and the City jointly determine in writing that TA is no longer needed.

This Agreement may be amended by a written amendment executed by both HUD and the City.

**THE CITY OF SAN ANTONIO,**  
a Texas municipal corporation

\_\_\_\_\_  
Sheryl Sculley  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julián Castro  
Mayor  
City of San Antonio

\_\_\_\_\_  
Date

**THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

\_\_\_\_\_  
Mercedes M. Márquez  
Assistant Secretary  
Office of Community Planning  
and Development

\_\_\_\_\_  
Date