KD/vv
05/29/14
Item #21

AN ORDINANCE 2014-05-29-0379

AUTHORIZING THE EXECUTION OF A NON-FINANCIAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, SAN ANTONIO HOUSING AUTHORITY AND HAVEN FOR HOPE TO PROVIDE SUPPORT AND HOUSING FOR HOMELESS INDIVIDUALS AND FAMILIES BY PROVIDING RENTAL SUBSIDIES AND SUPPORTIVE SERVICES THROUGH THE HOMELESS SERVICES VOUCHER PROGRAM.

* * * * *

WHEREAS, the Housing Choice Voucher program is authorized by the U.S. Department of Housing and Urban Development (HUD) to assist eligible, very low-income families in affording decent, safe, and sanitary housing in the private market; and

WHEREAS, since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes and apartments; and

WHEREAS, the San Antonio Housing Authority (SAHA) receives federal funds from HUD to locally administer the voucher program and, on average, a total of 400 vouchers are allotted for local distribution through SAHA; and

WHEREAS, the City, SAHA, and Haven for Hope collaborate to provide rental subsidies with supportive services to San Antonio homeless individuals and families; and

WHEREAS, the City maintains oversight responsibility to ensure that Haven for Hope is administering the vouchers according to program guidelines; and

WHEREAS, since inception in July 2010, the program has helped over 600 households; **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 Human Services or her designee, is authorized to execute a non-financial agreement between the City of San Antonio, San Antonio Housing Authority and Haven for Hope to provide rental subsidies and supportive services for homeless individuals and families through the Homeless Services Voucher Program. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

KD/vv
05/29/14
Item #21

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 29th day of May, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**21 (in consent vote: 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 20, 21, 22, 24A, 24B)**
Date:	05/29/2014
Time:	11:33:53 AM
Vote Type:	Motion to Approve
Description:	An ordinance authorizing the execution of a non-financial agreement between the City of San Antonio, San Antonio Housing Authority and Haven For Hope to provide support and housing for homeless individuals and families by providing rental subsidies and supportive services through the Homeless Services Voucher Program [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				x

MEMORANDUM OF AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS,
THE CITY OF SAN ANTONIO,
AND HAVEN FOR HOPE OF BEXAR COUNTY

This Memorandum of Agreement ("Agreement") is entered into by and among the Housing Authority of the City of San Antonio, Texas ("SAHA"), the City of San Antonio, a Texas municipal corporation, acting by and through its duly authorized representative ("COSA") under the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Haven for Hope of Bexar County (H4H).

WHEREAS, SAHA operates a Housing Choice Voucher Program ("Voucher Program") that provides tenant based vouchers to qualified low income individuals/families; and

WHEREAS, H4H operates the Homeless Services Voucher Program in collaboration with COSA that provides a safety net through assessment for individuals/families in need of transitional housing assistance in conjunction with intensive case management services through various non-profit agencies; and

WHEREAS, H4H is a non-profit that collaborates with COSA on the Homeless Services Voucher Program at the Haven for Hope homeless campus, a major and comprehensive initiative to alleviate homeless in the City of San Antonio; and

NOW THEREFORE, the SAHA, COSA and H4H wish to partner their resources in order to provide assessment, housing assistance and intensive case management services to eligible low-income individuals/families in accordance with the following parameters and limitations.

I. TERM

This Agreement shall commence on August 1, 2012 and terminate on July 31, 2014. The Agreement shall automatically renew annually thereafter unless modified or earlier terminated pursuant to any provision hereof.

II. PURPOSE

The purpose of the SAHA-COSA Homeless Services Voucher (HSV) Program is to provide support and housing for homeless individuals and families by providing rental subsidies and supportive services through the collaborative effort of SAHA, COSA and H4H. SAHA provides no funding for supportive services or administrative costs under this Agreement.

III. DEFINITION OF TERMS

1. Applicant: An individual/family that has applied for admission to a program but is not yet a participant in the program.

2. Eligible Family: A very low or extremely low-income family or individual who meets the federal definition of homeless as specified below in #5.

3. Extremely Low-Income: Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD) with adjustments for smaller and larger families.

4. Haven for Hope (H4H): a non-profit organization that provides a wide range of social services in order to meet the needs of San Antonio's homeless community in a "single, multi-service campus" setting.

5. Homeless: To be homeless, a family or individual shall be:

   a) A family or individual who lacks a fixed, regular, and adequate nighttime residence; or

   b) A family or individual who has a primary nighttime residence that is:

      (i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare/ voucher hotels, congregate shelters, or transitional housing designed for homeless persons); or

      (ii) An institution that provides a temporary residence for persons intended to be institutionalized; or

      (iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

   c) Individuals or families who are homeless due to domestic violence.

   d) (i) Youth who age out of the foster care system without housing options.

      (ii) Emancipated minors without housing options.

   e) Individuals who were previously housed, but due to an illness have been hospitalized, and experience the subsequent loss of their housing.

6. Participant: An individual or family, referred by an agency, which has been admitted to the Voucher Program and is currently assisted in the program. The family becomes a Participant on the effective date of the first day of initial Housing Assistance Payment Contract (HAPC).

7. Very Low-Income: Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

IV. SAHA SERVICES

SAHA agrees as follows:

a) SAHA will allocate tenant based voucher assistance as available to Eligible Families and as referred by the COSA through H4H with the goal of 100 tenant based vouchers annually up to a maximum amount not to exceed 400.

b) SAHA will administer the HSV Program using the current existing allocations of vouchers. As the number of vouchers is dependent upon federal funding, the number of vouchers available is not guaranteed. Accordingly, the SAHA may, at any time, increase or decrease the number of available vouchers.

c) SAHA will process all referrals and applications in accordance with HUD guidelines and the SAHA Voucher Program Administrative Plan.

d) SAHA will provide training on the HSV program requirements for H4H staff, and notify COSA and H4H of any HUD mandated changes in regulations, policy, or rules and any changes in key personnel of SAHA for the HSV Program.

e) SAHA will provide the applicant/participant with a system generated property listing by bedroom size to assist in their housing search.

f) SAHA will provide to the applicants and participant all forms and documents necessary for processing applicants/participants.

g) After reasonable notice to COSA and H4H staff, SAHA, at its sole discretion, may decrease and/or modify the maximum number of Eligible Families who may be referred to receive HSV Program rental assistance if the utilization plan is not being met and the goals of the HSV Program would be better served by such a change.

h) SAHA retains the sole authority to determine eligibility of all referrals by the COSA through H4H for the HSV Program.

i) SAHA will monitor all supportive documentation to ensure program compliance.

j) SAHA will conduct inspections for all potential rental properties to ensure compliance with housing quality standards (HQS).

k) SAHA will provide at least one Housing Assistance Specialist to perform the duties required under this Agreement.

l) SAHA will provide H4H a monthly listing of the participants issued a voucher.

V. H4H SERVICES

H4H agrees as follows:

a) At the time of initial admission into the Voucher Program, one hundred percent (100%) of the total families served shall be Eligible (Homeless) Families.

b) H4H will determine if Applicants are Eligible as defined under this Agreement.

(i) Once determined to be qualified, Eligible Families will be referred by COSA through H4H to SAHA for eligibility determination in the HSV Program. H4H shall submit all completed necessary paperwork and documentation as required by SAHA.

(ii) H4H Case Management staff will complete a primary assessment of the Participant upon Participant's entering the Haven for Hope Campus.

(iii) H4H Case Management staff will refer homeless individuals/families for confirmation of homeless eligibility and initiate the referral process to SAHA.

(iv) H4H will provide case management services that include assistance with SAHA paperwork (i.e. pre-application, eligibility forms, recertification forms, moving packet) and inspections, counseling on housekeeping and money management for at least one year to new participants.

(v) H4H will assist Eligible Families in housing search efforts by providing services such as conducting landlord/owner outreach, and accompanying Eligible Families when they are viewing potential rental units.

(vi) H4H will conduct a thorough needs assessment of Eligible Families to determine supportive services needed or referrals to be provided to enable them to be successful in transition to permanent housing.

(vii) H4H will maintain records through the H4H Case Management Tracking System of all referrals by date and make those records available to the COSA, SAHA, HUD, and/or Office of the Inspector General (OIG) for any monitoring audits that may be required to ensure program compliance.

(viii) H4H Case Management staff will adequately inform Campus Members of the opportunity to participate in the HSV Program and if necessary provide a language interpreter.

(ix) H4H will continue case management services for at least one (1) year after execution of the HAPC, which includes, at a minimum, quarterly visits with Participants. H4H will maintain records of such visits in case management service files and make them available to the COSA and SAHA upon request.

(x) H4H will submit quarterly reports to COSA and SAHA on the supportive service/case management services provided to eligible families.

(xi) In addition to the quarterly reports to SAHA, H4H will comply with requests from the COSA, SAHA, HUD and/or the Office of the Inspector General (OIG) to provide any written documentation or reports for any monitoring audits that may be required to ensure program compliance. The turnaround period may vary depending on the nature of the request.

(xii) H4H will permit on-site monitoring audits to ensure program compliance on at least an annual basis.

(xiii) The H4H staff will attend appropriate SAHA meetings or training sessions.

(xiv) H4H will immediately notify SAHA in writing of changes in key H4H and COSA personnel.

(xv) H4 H will utilize the Housing Management Information System (HMIS).

(xvi) H4H will practice ethical behavior in performing under this Agreement. H4H affirms that to the best of its knowledge, there exists no actual or potential conflict between H4H business or financial interests and the services to be provided under HAPC with the Participants. For the duration of the Agreement, H4H shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflicts of interest regarding the services to be provided hereunder exist or may arise.

(xvii) H4H will provide referrals to COSA for the benefit of Applicants / Participants for COSA services related to landlord/tenant dispute resolution and education regarding rights and responsibilities.

VI. COSA SERVICES

COSA agrees as follows:

a) COSA will have oversight responsibility to ensure that H4H is administering the vouchers as provided in this Agreement.

b) COSA affirms that to the best of its knowledge, there exists no actual or potential conflict between the COSA's business or financial interests and the services to be provided under the HAPC with the Participants. For the duration of the Agreement, COSA shall refrain from undeltaking any work for any individual, business, or legal

entity in which direct conflicts of interest regarding the services to be provided hereunder exist or may arise.

VII. AUDIT AND INSPECTION OF RECORDS

After receipt of 30 days' notice and during the regular business hours of SAHA, COSA and/or H4H, shall provide SAHA, or agents of the SAHA, such access to COSA and H4H records and facilities as SAHA deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe COSA and H4H records relative to work performed under this Agreement. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to SAHA during the entire term of this Agreement and for three (3) years after termination of the Agreement, unless the SAHA gives written permission to COSA and/or H4H to dispose of said records prior to this time.

VIII. ASSIGNMENT OR TRANSFER

SAHA, COSA or H4H through COSA, shall not in any manner, directly or indirectly, hypothecate, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the other parties. Any transfer, by law or otherwise, renders this Agreement void unless approved in writing by all parties.

IX. EQUAL EMPLOYMENT OPPORTUNITY

1. In the performance of work under this Agreement, COSA and its subcontractors / collaborators (H4H), if any, shall not discriminate in their employment practices against any employee or applicant for employment because of the employee's or applicant's race, national origin, color, gender, religion, age, disability, or sexual preference.

2. In accordance with regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), COSA and H4H must not discriminate against any otherwise qualified individual with handicaps.

3. COSA and H4H will each in all solicitations or advertisements for employees placed by or on behalf of COSA or H4H, as applicable, state that all qualified applicants will receive consideration for employment without regard to race, national origin, color, gender, religion, age, disability, or sexual preference. COSA will incorporate the foregoing requirements in all contracts for project work associated with this Agreement, except contracts for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for project work associated with this Agreement.

X. TERMINATION

For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

a) If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

b) Should any party default in the performance of any of the terms or conditions of this Agreement, any other party shall deliver to the defaulting party, with a copy to the other non-defaulting party, written notice thereof specifying the matters in default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten-day period, any non-defaulting party has the option to terminate this Agreement by written notice to all parties, which notice shall specify the effective date of termination.

c) All parties agree and understand that SAHA expects to perform the obligations of this Agreement from projected federal funding and appropriations by the Board of Commissions for the Housing Authority of the City of San Antonio, Texas. In addition, all parties agree and understand that COSA expects to provide its obligations under this Agreement from projected revenue sources, but all obligations of COSA are subject to state and federal funding for COSA and annual appropriations by the City Council. Contractual provisions notwithstanding, in the event that any party to this agreement shall fail to obtain state or federal funding or appropriations sufficient to perform its obligations, COSA and SAHA shall each have the right to terminate this Agreement by providing written notice of termination to all parties, which notice shall specify the effective date of termination.

XI. CONFIDENTIAL INFORMATION

The parties agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement in accordance with all Local, State and Federal Laws. The Public Information Act, Government Code Section 552.021, requires governmental entities to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. If the requested information is confidential pursuant to Local, State or Federal law, a party to this Agreement objecting to its disclosure shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of COSA's request for such authority.

XII. CONFLICT OF INTEREST

Both SAHA and H4H acknowledge that they are informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with COSA or city agency such as city-owned utility.

An officer or employee has a "prohibited financial interest" in a contract with COSA or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee, his parent, child or spouse, a business entity in which the officer or employee, or his parent, child or spouse, owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a COSA contract, a partner or a parent or subsidiary business entity.

Pursuant to the previous provision, SAHA warrants and certifies and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of COSA. SAHA further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with COSA Ethics Code.

Pursuant to the previous provision, H4H also warrants and certifies and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of COSA. H4H further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with COSA Ethics Code.

COSA acknowledges that state law prohibits a SAHA officer or employee from having an interest in any contract with SAHA. COSA warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of SAHA.

XIII. AMENDMENT

Except where the terms of this Agreement expressly provide otherwise, any amendment to this Agreement shall not be binding on the Parties unless such amendment be in writing, executed by the Parties and dated subsequent to the date hereof.

XIV. NOTICES

Any notice required, permitted or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered, or sent certified mail, return receipt requested, postage prepaid, to the other parties at the respective addresses set forth below or to any other address of which written notice of change is given:

SAHA

Housing Authority of the City of San Antonio, Texas
Attn: President/CEO
Attn: Director of Assisted Housing
San Antonio Housing Authority
818 S. Flores
San Antonio, TX 78204

COSA

City of San Antonio
Department of Human Services
Office of the Director
106 S. St. Mary's, 7th Floor
San Antonio, TX 78205

HAVEN FOR HOPE

Haven for Hope
One Haven for Hope Way
San Antonio, Texas 78207

XV. TEXAS LAW TO APPLY

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XVI. COMPLIANCE WITH LAWS AND REGULATIONS

The parties hereto agree to comply with all local, state and federal rules, regulations or laws applicable to this Agreement. It is also understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulations or law. The Parties agree that they will provide services under this Agreement as independent parties. The Parties also agree that any party that is paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party. The Parties in this Agreement further agree that they have no authority to bind the other or to hold out to third parties that they have the authority to bind any other and nothing herein contained shall be deemed or construed by the Parties hereto or any third party as creating the relationship of employee-employee, principal-agent, partners or joint venturers. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. The purpose of this

Agreement is to further the public good, not to gain a profit. Each of the parties to this Agreement has separate and independent duties and obligations over which they have control.

Conflicting provisions of this Agreement shall prevail in the following order of precedence: (1) this Agreement must be interpreted and implemented in accordance with HUD requirements; (2) the provisions in the body of this Agreement together with any attachments incorporated by reference; (3) any other documents cited in this Agreement.

XVII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the Parties hereto.

Agreed to this the ____ day of May, 2014.

Lourdes Castro Ramirez
President and CEO
Housing Authority of the City of
San Antonio, Texas ("SAHA")

Melody Woosley
Director
Department of Human Services
The City of San Antonio ("COSA")

Mark Carmona
President & CEO
Haven for Hope ("H4H")