

AN ORDINANCE 2008-09-04-0757

APPROVING A HOUSING ASSISTANCE PAYMENT CONTRACT WITH THE SAN ANTONIO HOUSING AUTHORITY AND AUTHORIZING ACCEPTANCE OF FUNDS IN THE AMOUNT OF \$372,768.00 FOR THE CONTINUATION OF THE RENTAL SUBSIDY PROGRAM FOR SINGLE ROOM OCCUPANCY UNITS AT THE DWYER AVENUE CENTER FOR THE PERIOD ENDING SEPTEMBER 16, 2009.

* * * * *

WHEREAS, the Dwyer Avenue Center (Dwyer), which is owned by the City of San Antonio (City) provides an array of supportive services to homeless singles in the City; and

WHEREAS, the San Antonio Housing Authority (SAHA) provides the City with funding for rental subsidies for the Single Room Occupancy (SRO) units at the Dwyer, and there are a total of 88 SRO units at the Dwyer; and

WHEREAS, in an effort to continue the collaborative relationship between the City and SAHA to support homeless singles, SAHA has offered the City a one-year contract for housing assistance payments through September 16, 2009; and

WHEREAS, it is necessary to authorize the execution of said contract with SAHA; **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 execute a Housing Assistance Payment (HAP) contract with the San Antonio Housing Authority in the amount of \$372,768.00 for the continuation of the rental subsidy program for Single Room Occupancy (SRO) units at the Dwyer Avenue Center (Dwyer) for the period September 17, 2008 to September 16, 2009. The HAP contract with SAHA is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29612000 Dwyer Center Rental Income Trust, Internal Order 238000000041 S.R.O. Rental Income Dwyer Avenue, General Ledger 4401110 Lease - Rental of City Buildings.

SECTION 3. 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

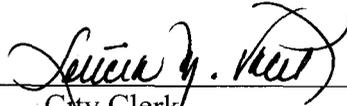
SS/mgc
09/04/08
Item #20

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 4. This ordinance shall become effective immediately upon passage by eight (8) 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 4th day of September, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 20

Name:	6, 7, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32A, 32B, 32D
Date:	09/04/2008
Time:	10:15:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving a Housing Assistance Payment contract with the San Antonio Housing Authority and authorizing acceptance of funds in the amount of \$372,768.00 for the continuation of the rental subsidy program for Single Room Occupancy units at the Dwyer Avenue Center for the period ending September 16, 2009. [Frances A. Gonzalez, Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development

SECTION 8 MODERATE REHABILITATION
SINGLE ROOM OCCUPANCY PROGRAM
FOR HOMELESS INDIVIDUALS

RENEWAL OF HAP CONTRACT

1. BACKGROUND

Previously, the PHA entered into a HAP contract with the owner under the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals. The HAP contract provided for Section 8 housing assistance payments by the PHA to the owner. The HAP contract identified covered contract units and specified the term of the HAP contract for such units.

The term of the HAP contract expires on 9/16/09. Under section 524(a)(1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998 (Public Law 105-65, 111 Stat. 1344, approved October 27, 1997) (1998 Act), HUD is authorized to renew expiring Section 8 SRO contracts. This renewal contract is entered in accordance with section 524(a)(1).

The contract renewal shall be for a term of one year and shall commence on the day after the HAP contract expires. The commencement date is specified in the "contract information" attached as an exhibit to this renewal contract.

(For HAP contracts that expire in stages, the term of the one year renewal for each stage commences on the day after expiration of the HAP contract for each stage. The exhibit of contract information separately specifies the commencement date for renewal of each HAP contract stage expiring in federal fiscal year 1998, and identifies the number of units, number of bedrooms, and contract rent of the contract units included in each stage.)

2. **DEFINITIONS**

Commencement date. The beginning of the one year renewal term. (The commencement date is specified in the contract information exhibit.)

Contract information. An exhibit attached to and made a part of this renewal contract. The exhibit specifies the amount of budget authority, commencement date of the renewal term, number of units, number of bedrooms and contract rent.

Contract units. The units covered by this renewal contract.

HAP contract. Section 8 Housing Assistance Payments Contract.

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

PHA. Public Housing Agency (also called a "housing agency" or "HA").

Public Housing Agency (PHA). The agency that has entered this renewal contract with the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. **TERM OF RENEWAL**

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date. (For HAP contracts that expire in stages, the contract information exhibit separately specifies the commencement date for the one year renewal term of each stage.)

4. **CONTRACT RENT**

During the renewal term, the monthly contract rents for the contract units described in the exhibit of contract information shall be the amounts specified in the exhibit. The owner shall not receive any other payment or compensation for rental of the units.

Notwithstanding the amounts of the contract rents specified in the exhibit of contract information, contract rents shall in no event exceed the rent levels permitted by section 524(a)(1) and 24 CFR 402.4. Such rent levels shall be calculated in accordance with HUD instructions.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

- a. Provisions concerning annual and special adjustments of contract rent.
- b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, contract rent shall be pro-rated.

5. **RENEWAL OF OTHER TERMS**

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. **MAXIMUM PAYMENT**

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)

7. **OWNER RESPONSIBILITY**

Physical condition standards. The owner warrants that the contract units comply with HUD's physical condition standards for housing that is decent, safe and sanitary and in good repair, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. **EXCLUSION OF THIRD PARTY RIGHTS**

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. NOTICE

In accordance with section 8(c)(8)(A) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA, HUD and each assisted individual about the termination of this contract. The term "termination" means the expiration of the contract or an owner's refusal to renew the contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, HUD may require that the owner permit each assisted individual to remain in its unit for the full notice period without increasing the tenant portion of the rent under the expiring contract.

Signatures:

PUBLIC HOUSING AGENCY

SAN ANTONIO HOUSING AUTHORITY

Print Name of PHA

By:

C. Wilson, for

Signature

DEBORAH A. FLACH, SENIOR VICE PRESIDENT OF OPERATIONS

Print Name and Title of Signatory

7/14/08

Date

OWNER

THE CITY OF SAN ANTONIO THE DWYER CENTER

Print Name of Owner

By:

Signature

Print Name and Title of Signatory

Date

CONTRACT INFORMATION

CONTRACT NUMBER TX 006 MR 0004
PROJECT NAME: THE DWYER CENTER
ADDRESS: 307 DWYER
CITY & STATE: SAN ANTONIO, TEXAS 78204

BUDGET AUTHORITY \$372,768.00

COMMENCEMENT DATE: 9/17/08

NUMBER OF UNITS

88 UNITS

CONTRACT RENT

\$353.00 PER MONTH
\$353 x 88 x 12 MOS = \$372,768.00



CITY OF SAN ANTONIO Request for Council Action

Agenda Item # 20
Council Meeting Date: 9/4/2008
RFCA Tracking No: R-3724

DEPARTMENT: Community Initiatives

DEPARTMENT HEAD: Dennis J Campa

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Dwyer Housing Assistance Payment Contract

SUMMARY:

This ordinance authorizes the Director of the Department of Community Initiatives (DCI) to execute a contract with the San Antonio Housing Authority (SAHA) for the Housing Assistance Payment (HAP) program for an amount up to \$372,768.00. The contract will allow for the continuation of the rental subsidy program for Single Room Occupancy (SRO) units at the Dwyer Avenue Center for the contract period September 17, 2008 to September 16, 2009.

BACKGROUND INFORMATION:

This ordinance will authorize a one year contract and will continue the collaborative agreement with SAHA until September 16, 2009. The City of San Antonio received the SAHA contract in July 2008 to provide housing to homeless singles at the Dwyer Avenue Center. Residents pay up to 30% of their adjusted income payable toward rent. SAHA subsidizes the remaining portion. The rent paid by the resident and the subsidized portion go into the Dwyer Center Rental Income Trust. The Trust, Emergency Shelter Grant and General Funds pay for the operations of the Dwyer Avenue Center. The new Fair Market Rate (FMR) for the contract period [2008-2009] will be \$353.00 per month, which represents a 5.1% increase over last year.

DCI currently operates the Dwyer Avenue Center. The Dwyer Avenue Center provides an array of supportive services to homeless singles and families. There are 88 SRO units and 24 family emergency units. Many agencies collaborate to support the Dwyer including: Family Violence Prevention Services, the Food Bank, CentroMed, Generations Federal Credit Union, Randolph-Brooks Federal Credit Union, City of San Antonio Youth Services, Sigma Foods, Travis Park United Methodist Church, San Antonio Independent Living Services and Christian Assistance Ministry.

Together, they provide the following services:

- Substance abuse and mental health counseling
- Life skills and parenting classes
- Financial literacy training and resume building classes
- Medical care
- Emergency assistance

- Job training
- Case management

ISSUE:

This ordinance continues the City's collaborative relationship with SAHA and is consistent with the 10-Year Plan to End Homelessness.

The 88 SRO units will transition to Haven for Hope Campus in mid-2009. Once vacated, the Dwyer location will be sold.

ALTERNATIVES:

If the ordinance is not approved, the City of San Antonio will forfeit up to \$372,768.00 in rental assistance funds from SAHA, to support 88 apartments for homeless men and women. As a result, housing for homeless singles would be severely hindered and future funding would be jeopardized.

FISCAL IMPACT:

This ordinance authorizes a contract with SAHA in an amount not to exceed \$372,768.00 for the one-year period of September 17, 2008 to September 16, 2009. Rental payments made by residents, as well as the subsidies from SAHA, are deposited into a dedicated revenue account, which supports operations at the Dwyer Avenue Center.

RECOMMENDATION:

Staff recommends approval of this ordinance to enter into one HAP contract with SAHA for continuation of the rental subsidy program for SRO units at the Dwyer Avenue Center.

ATTACHMENT(S):

File Description	File Name
2008-2009 HAP Contract	2008-2009 HAP Contract.pdf
Rent Calculation Worksheet	Rent Calculation Worksheet.pdf
Voting Results	
Ordinance/Supplemental Documents	200809040757.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Melody Woosley Assistant Director Community Initiatives
Dennis J Campa Director Community Initiatives

APPROVED FOR COUNCIL CONSIDERATION:

Frances A. Gonzalez Assistant City Manager