

**PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF SAN ANTONIO &  
THE SAN ANTONIO HOUSING TRUST PUBLIC FACILITIES CORPORATION FOR  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PRESERVATION AND  
REINVESTMENT INITIATIVE FOR COMMUNITY ENHANCEMENT PROGRAM**

This Agreement between the City of San Antonio (“City”), a Texas Municipal Corporation acting by and through its Director (“Director”) of the Neighborhood and Housing Services Department (“NHSD”) pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2024, and the San Antonio Housing Trust Public Facility Corporation (“Entity”), (collectively “the Parties”) sets forth the objectives, understandings, and agreements between the Parties in connection with Entity’s partnership with City in the United States Department of Housing and Urban Development (“HUD”) for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Program (“Program” or “Project”).

WITNESSETH:

**WHEREAS**, the City is applying for a grant from the U.S. Department of Housing and Urban Development (“Grant” or “Funds”) through the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Program to support the Lakeside Villages Mobile Home Community to be located at 5627 Sherry Dr. in the City of San Antonio, Bexar County, Texas (“Property”), which is a project being undertaken to develop affordable housing in the City of San Antonio; and

**WHEREAS**, Entity is a Texas Public Facility Corporation created by the City of San Antonio for the purpose of financing or providing for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of public facilities in an orderly, planned manner and at the lowest possible borrowing costs pursuant to Chapter 303 of the Texas Local Government Code for the development of affordable housing; and

**WHEREAS**, Entity will own the Property and through its partnership with the City and other partners will allow the Project to be operated on the Property which, due to the Entity’s statutory ad valorem tax exemption, will offset the capital costs associated with operating the Project; and

**WHEREAS**, City and Entity desire to enter into this Partnership Agreement (“Agreement”) to work collaboratively toward the successful completion of the Project, consistent with the terms and conditions of the Grant; and

**WHEREAS**, this Agreement is contingent upon receipt of the award of the grant by City, and will become effective upon approval of the Agreement by the Parties’ governing bodies.

NOW THEREFORE, City and Entity agree as follows:

**I. PARTNERSHIP**

- 1.1 City will provide funds in the amount of up to Eighteen Million Dollars and No/100 (\$18,000,000.00) (“Funds”) from the PRICE Grant to Entity for the acquisition of the Property. Entity will utilize the Funds solely for the acquisition of the Property and, through this Agreement, agrees that in exchange for the Funds from the City for the Project, Entity will use and allow the Property to be used solely for affordable housing as detailed in this Article.
- 1.2 The Property will be used for the operation of the Project. The Project will include replacing and/or infilling up to 14 manufactured housing units at Lakeside Village Mobile Home Community, a planned a resident owned community located at 5627 Sherry Dr. San Antonio, Texas for affordable housing.
- 1.3 **Affordability Covenant.** Entity acknowledges that the Project will include a required affordability covenant that will run with the land establishing that the Property can only be used for affordable housing for a period of no less than 40 years from the date the Project goes into service. Lot leases shall be restricted to 90% of all lots for lease to households whose income is at or below 60% of AMI at the time of move-in; and a max of ten percent (10%) of all lots for lease to households whose income is at or below 80% of AMI, unless otherwise approved at the City’s sole discretion. Single-family home sales and replacements are restricted to households at or below 60% AMI and shall remain affordable for a period no less than 20 years from the date the covenant is executed. Entity will file and record a restrictive covenant in the real property records of Bexar County reflecting the use and affordability requirements set forth in this Agreement within \_\_\_\_ days of \_\_\_\_.
- 1.4 Entity will enter into an agreement with ROC USA, LLC (“ROC USA”), whereby ROC USA, its successors in interest and assigns, will be conveyed a possessory interest in the Property (ROC USA Agreement). Pursuant to the ROC USA Agreement, ROC USA, its successors and assigns will be entitled to utilize the Property for the Project. During the term of the ROC USA Agreement, ROC USA will possess and utilize the Property without assessment of costs for ad valorem taxes applicable to the Property.
- 1.5 Entity understands that City will have other partners that will complete work and provide services in connection with the Project. Entity agrees to allow the City’s other partners and service providers access to the Property and facilities leased and/or owned by other City partners, residents or homeowners during the term of this Agreement. Entity may access the Property during the term of the Agreement throughout the operation of the Project, so long as it access would not cause disruption of Project operations or completion of the Project by City or any of its other partners. Entity agrees to cooperate with City and other partners to establish, modify and comply with the policies and procedures governing the City’s Program under the Grant and the protocol for collaboration between service providers. Entity agrees that, notwithstanding the fact that another service provider may be contracted to provide a category of service, Entity, under the leadership of its Entity director, or director’s designee, will be responsible for coordinating with other service providers and working with City to ensure provision of the full array of services covered by the Grant.

## II. TERM

- 2.1 Except as otherwise provided, this Agreement will begin on \_\_\_\_\_ and terminate on \_\_\_\_\_. This Agreement may be amended to extend the term to comply with the Grant and to accommodate any extensions agreed to by City and HUD without further action by the San Antonio City Council.
- 2.2 Entity understands this Agreement is contingent on the award of the Grant by HUD and acceptance of the Grant by the San Antonio City Council.

## III. FUNDING

- 3.1 City will remit payment of the Funds on the date and at the time of Closing on Entity's acquisition of the Property.

## IV. RECORDS, REPORTING, AND MONITORING

- 8.1 Tracking & Information Systems. Entity will submit to NHSD any and all reports as may be required of Entity by City. Entity must incorporate and use a City-approved tracking or information system, and collect, input and update all data as required by the City.

Additionally, Entity will maintain and furnish to City the appropriate financial and programmatic information and reports, in such forms as the City may require. Entity will maintain all applicable supporting documentation of costs, including but not limited to payroll records, invoices, contracts or vouchers, and make these available to City upon request.

## V. INSURANCE

Entity agrees to comply with the insurance provisions and requirements attached to and incorporated in this Agreement.

## VI. INDEMNIFICATION

- 6.1 **ENTITY covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or**

related to ENTITY'S activities under this AGREEMENT including any acts or omissions of ENTITY, any agent, officer, director, representative, employee, consultant or subcontractor of ENTITY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT ENTITY AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 6.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Entity shall advise the City in writing within 24 hours of any claim or demand against the City or Entity known to Entity related to or arising out of Entity's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Entity's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Entity of any of its obligations under this paragraph.
- 6.3 Defense Counsel – Entity shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Entity fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Entity shall reimburse City for all costs related to retaining defense counsel until such time as Entity retains Counsel as required by this Section. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 6.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Entity, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Entity or any subcontractor under worker's compensation or other employee benefit acts.

## **VII. RESERVED**

## **VIII. APPLICABLE LAWS**

- 8.1 Entity, and all of the work performed under this Agreement, must comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County. Entity must also abide by any and all future amendments or additions

as they may be promulgated. Failure to comply could subject the Entity to suspension of payments, termination of this Agreement, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with the City of San Antonio, shall have the final authority to render an interpretation.

- 8.2 Entity understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by other granting entities. Entity agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including licensing and accreditation standards applicable to the funds received by Entity or as otherwise required in this Agreement, including but not limited to:

- (A) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," ("Uniform Guidance"), as applicable to the funds received by Entity;
- (B) Official record retention schedules as established by the Local Government Records Act of 1989, found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>; and
- (C) The Texas Public Information Act, at Chapter 552 of the Texas Government Code. The Texas Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, 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, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly, or maintenance. Therefore, if Entity receives inquiries regarding documents within its possession pursuant to this Agreement, Entity shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Entity shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Entity's receipt of such request.

- 8.3 Additionally, Entity shall comply with the following:

- (A) If using funds under this Agreement, expenditures shall be made in accordance with:
  - 1. Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities; and
  - 2. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.
  - 3. All requirements of the Grant.

(B) Drug-Free Workplace. Entity certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988.

(C) All applicable employment laws including, but not limited to:

1. worker's compensation;
2. unemployment insurance;
3. timely deposits of payroll deductions;
4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.;
5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

8.4 Entity further agrees to:

(A) comply with all standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended and as applicable. Entity agrees to report each violation to City and understands that City will, in turn, report each violation as required to the HHS and the appropriate EPA Regional Office. Additionally, Entity agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000.00 financed in whole or in part with federal funds.

(B) make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible.

(C) provide for the rights of the federal government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.

(D) include a provision requiring compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276 and §3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States."

(E) comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144 and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and to include a provision requiring compliance with any construction contracts of more than \$2,000.00, and report all suspected or reported violations to HHS.

- (F) comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. Entity verifies it has tendered said Certificate to the City.
- (G) comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11301 *et seq.* and 42 U.S.C. §11431 *et seq.*), and any applicable implementing regulations, as may be applicable.
- (H) comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, which provides, in part, that each Entity must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.
- (I) comply with the prohibitions contained in the Pro-Children Act of 1994 (20 U.S.C §6081-84), relating to no smoking within any indoor facility (or portion thereof) owned or leased or contracted for by Entity for the provision of regular or routine health care or day care or early childhood development services to children or for the use of the employees of the City or Entity who provide such services.
- (J) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247, and to ensure compliance of any and all subcontractors when applicable.
- (K) if Entity engages in any contract that, except as otherwise provided under 41 C.F.R. Part 60, meets the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3, comply with all Equal Employment Opportunity provisions and all of the Executive Orders and Code of Federal Regulations cited in this Agreement, and must include the provisions in any of its subcontracts.

8.5 Nondiscrimination. As a party to this Agreement, Entity understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, Entity certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

- (A) Titles VI and VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Fair Labor Standards Act of 1938, as amended;
- (E) Equal Pay Act of 1963, P.L. 88-38;
- (F) Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and
- (G) All applicable regulations implementing the above laws.

- 8.6 Public Subsidy. In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Entity receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Entity shall repay all funds received under this Agreement with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Entity receiving notice from the City of the violation. For the purposes of this Section, a *“public subsidy” is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state’s economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements.*

## IX. CONFLICT OF INTEREST

- 9.1 Conflict of Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City’s Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to 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 City contract, a partner or a parent or subsidiary business entity.
- 9.2 Prohibited Financial Interest. Further, Entity covenants that neither it nor any member of its governing body or of its staff (1) presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or (2) possesses any interest in, or uses their position for, a purpose that is or gives the appearance of being motivated by private gain for themselves or others, particularly those with which they have family, business, or other ties. Entity



further covenants that no persons having such interest may be employed or appointed as a member of its governing body or of its staff.

- 9.3 Certification. Entity represents, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents performing on this Agreement are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code, and that by contracting with the City, Entity does not cause a City employee or officer to have a prohibited financial interest in the Contract. Entity further represents that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## **X. TERMINATION**

- 10.1 (A) Termination for Cause. Upon written notice in accordance with the official communication provisions in this Agreement, City may terminate this Agreement as of the date provided in the notice in whole or in part, upon the occurrence of either:

1. Failure to fulfill, in a timely and proper manner, obligations under this Agreement or the Grant, to include performance standards established by the City or the Grant, or violation of any of the covenants, conditions, or stipulations of this Agreement; or
2. Notification by a local, state, or federal agency of a formal charge, probation, deferred adjudication, or conviction involving fraud, theft, or the commission of a felony by Entity or Entity's employee working on the Property or involved in the Project. In the case of an Entity's employee being the subject of the notification, Entity will have the opportunity to cure via the immediate termination and/or removal of the employee from the Program.

(B) Termination for Convenience. This Agreement may be terminated in whole or in part upon written notice in accordance with the official communication provisions in this Agreement, which must specify a date:

1. not sooner than 120 days following the day on which notice is sent but not later than the end of Entity's fiscal year, unless earlier terminated under any other provision herein, or
2. of termination to be the end of the PBY.
3. Changes in the Grant that reduce or eliminate the City's desire or ability to complete the Project.

- 10.2 Notwithstanding any other remedy in this Agreement or by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given Entity for failure to comply with the terms and provisions of this Agreement. The Entity will not be relieved of liability for damages sustained by the City by virtue of any breach of this Agreement and City may retain and utilize any other remedies available to City.

- 10.3 Should the Entity be debarred by any entity or the City pursuant to a debarment policy currently existing or hereafter adopted, the debarment may be grounds for termination.

- 10.4 Entity must not incur new obligations after the effective date of termination, and will cancel as many outstanding obligations as possible. Entity will submit to City all required reports including a final financial statement. The final financial statement's payment constitutes full and complete reimbursement for all of Entity's performance under this Agreement.

## **XI. RESERVED**

## **XII. PROPERTY**

- 12.1 Entity shall maintain the Property acquired through the Grant and owned or under Entity's control pursuant to the Program and Project in good repair and without committing waste thereon/thereto. As grantee of the Grant, City has an interest in the status and condition of all property, equipment and supplies utilized in the completion and management of the Project and, as such, reserves the right to exercise any steps allowed by law or equity to protect the Property or residents of the Property.
- 12.2 Entity must fully comply with the property and equipment requirements of 45 C.F.R Part 75, including but not limited to Sections 75.316 through 75.323, related to the following:
- (A) Insurance Coverage
  - (B) Real Property
  - (C) Federally-owned and exempt property
  - (D) Equipment
  - (E) Supplies
  - (F) Intangible property
  - (G) Property trust relationship
- 12.3 Third Party Beneficiary. Entity acknowledges and agrees that City is the intended third-party beneficiary of any and all facility leases to which Entity is or becomes a party in connection with any facility leased as a consequence of this Agreement. As such, Entity will use its best efforts to have lessor acknowledge that City is an intended third-party beneficiary of such lease. Entity will honor all of its material obligations and stay in good standing under any and all such leases. Entity will immediately notify City in writing in the event of any breach or alleged breach of any lease that could result in its termination. If an event gives rise to a right of first refusal in favor of Entity, Entity will promptly notify City of the event and allow City to step into Entity's shoes as tenant under the lease in order to exercise the right.

## **XIII. DEBARMENT**

- 13.1 Entity certifies that neither it nor its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 13.2 Entity will provide immediate written notice to City, in accordance with the notice or communication requirements of this Agreement, if at any time during the term of this Agreement, including any renewals, Entity learns that its certification was erroneous when made or has since become erroneous.

#### **XIV. AMENDMENT**

- 14.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms of this Agreement must be by amendment in writing, executed by both Parties, and dated subsequent to the date hereof. Such amendment may occur without the necessity of seeking City Council approval, so long as the Agreement (i) is approved by the City Attorney's Office, and (ii) the total cumulative of all service provider agreements, including amendments, do not exceed City's Program Budget(s) for the applicable budget year; approval by the City Council is not required by the Grant, the City's charter, or other ordinance, resolution or policy adopted by City Council.
- 14.2 It is understood and agreed by the Parties, that changes in any applicable governmental rules, regulations, or laws that occur during the term of this Agreement will be automatically incorporated into this Agreement effective as of the effective date of the rule, regulation, or law.

#### **XV. ASSIGNMENT**

This Agreement may only be assigned by Entity to another entity affiliated with Entity through a formal corporate association as permitted under the laws of the State of Texas and with the written consent of the City.

#### **XVI. OFFICIAL COMMUNICATIONS**

- 16.1 Except where the terms of this Agreement expressly provide otherwise, all official communications and notices among the Parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below.

City:

Neighborhood and Housing Services

Attn: Director

100 W. Houston Street, 6th fl

San Antonio, TX 78205

Entity:

San Antonio Housing Trust Public Facilities Corporation

Attn: Tom Roth

200 I-10, Suite 501

San Antonio, TX 78230

16.2 Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

## **XVII. PROHIBITED ACTIONS**

17.1 Political Activity. Entity agrees:

- (A) No funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.
- (B) No funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.
- (C) The prohibitions set forth in Sections 17.1(A) and 17.1(B) of this Agreement include, but are not limited to, the following:
  - 1. an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - 2. working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - 3. coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - 4. using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- (D) To ensure that the above policies are complied with, Entity shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions, which shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the contact person listed on the statement within the Managing City

Department. Entity shall have each said individual sign a statement acknowledging receipt of the policy.

(E) That in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Entity under this Agreement may, at the City's discretion, be withheld until the situation is resolved.

(F) This Section shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Entity and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City or Grant funds.

17.2 Adversarial Proceedings. Entity agrees that under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity and City may conduct an audit to make such determination. Entity understands that the City may deem Entity ineligible for consideration to receive any future funding under this Agreement or under another existing or future agreement while any adversarial proceedings against the City remains unresolved. This Agreement may be terminated by City under Article XIII should Entity have a pending lawsuit against City or file a lawsuit against the City during the term of this Agreement.

17.3 No Use of Funds for Religious Activities. Entity agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the benefit, directly or indirectly, any such sectarian or religious facility or activity, or for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity.

17.4 Contribution Prohibitions. Entity acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for an entity that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Consolidated Human Development Funding Services Pool Request for Proposal (RFP) is released, and ending on the 30<sup>th</sup> calendar day following the contract award. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response. Entity acknowledges that the City has identified this Agreement as high profile. Entity warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code Section 2-309 and will not do so for 30 calendar days following the award of this Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Contract void.

## **XVIII. MISCELLANEOUS**

18.1 Independent Contractor.

- (A) Entity is and will be deemed to be an independent contractor, responsible for its own acts or omissions, for which City is not responsible, and that neither Party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- (B) Nothing contained herein may be deemed or construed as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship, between the Parties.
- (C) Any and all employees of Entity, wherever located, while engaged in the performance of any work required by City under this Agreement will be considered employees of Entity only, and not of City, and any and all Workers' Compensation claims that may arise on behalf of the employees while so engaged are the sole obligation and responsibility of Entity.

18.2 Non-Waiver. No waiver, change, modification, or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

18.3 Venue. Entity and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Bexar County, Texas. Any action or proceeding to adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

18.4 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

18.5 Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of City, it is the intention of the Parties that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision

as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

18.6 Representations.

- (A) Entity's signatory below represents, warrants, and guarantees that (s)he has full legal authority to execute this Agreement on behalf of Entity and to bind Entity to all of the terms, conditions, provisions, and obligations herein contained. Entity must be authorized to do business in the State of Texas and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, Entity will provide NHSD verification of the foregoing requirements.
- (B) This Agreement is based on the representation of Entity that it is financially accountable for its expenditures; that it has the continuing capability to furnish its match contribution specified in this Agreement; and that funds disbursed to Entity will be expended only for Allowable Costs as defined in this Agreement. Entity represents that there are no financial limitations or impediments that would make it not viable, solvent, and accountable.
- (C) If circumstances arise which might result in interference with Entity's ability to provide services under this Agreement, Entity agrees to inform City of those circumstances immediately. Entity agrees that payment to Entity, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference have been eliminated; provided however, that authorized expenditures made and approved by City prior to the suspension, will not be affected.

**XIX. ENTIRE AGREEMENT**

- 19.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the Parties and contain all terms and conditions, and supersede all prior negotiations, representations, or agreements, either oral or written. No such other negotiations or representations may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

This Agreement has been executed as of the date of the last party to sign below,  
the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SAN ANTONIO:**  
**Neighborhood and Housing Services**

**SAN ANTONIO HOUSING TRUST PUBLIC  
FACILITIES CORPORATION**

\_\_\_\_\_  
Veronica Garcia, Director

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Board President (if required by Entity)

**ATTACHMENTS:**

Attachment I – Insurance Requirements

DRAFT