

ORDINANCE 2020-02-20-0111

**AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC., DBA NATIONAL DEVELOPMENT COUNCIL FOR THE DEVELOPMENT OF THE FY 2021-2025 UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN, FY 2021 ACTION PLAN AND ANALYSIS OF IMPEDIMENTS / ASSESSMENT OF FAIR HOUSING, WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$99,250; APPROPRIATING FUNDS; AND PROVIDING FOR PAYMENT.**

\* \* \* \* \*

**WHEREAS**, on August 8, 2019, pursuant to Ordinance No. 2019-08-08-0598, City Council approved and adopted the FY2020 United States Department of Housing and Urban Development (“HUD”) Action Plan and Budget; and

**WHEREAS**, in the FY 2020 HUD Action Plan, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) was set aside in the Community Development Block Grant (“CDBG”) Administrative Budget to develop the FY 2021-2025 (Program Year 2020-2024) HUD Consolidated Plan (“Con Plan”), FY 2021 Action Plan (“Action Plan”) and Analysis of Impediments to Fair Housing Choice (“AI”)/Assessment of Fair Housing (“AFH”) for submittal to HUD, which included funding for consultant services, a public outreach campaign, and data gathering; and

**WHEREAS**, the Neighborhood and Housing Services Department (“NHSD”) selected National Council for Community Development, Inc., dba National Development Council (“NDC) to provide consulting services based on their extensive experience with providing technical assistance and consulting services to HUD entitlements; and

**WHEREAS**, the City of San Antonio, acting by and through NHSD, and NDC entered into a Professional Services Agreement (“Agreement”) with an effective date of November 4, 2019, wherein City engaged NDC to assist with Phase I of the development of the Con Plan, Action Plan and AI/AFH (collectively, the “Project”); and

**WHEREAS**, the services rendered under the Agreement were limited to Phase I of the Project for a total compensation amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00); and

**WHEREAS**, the City and NDC are now ready to proceed with Phase II of the Project; and

**WHEREAS**, to start Phase II, it is necessary to amend the Agreement to include the services and deliverables identified in the Agreement and to allow for additional compensation; **NOW THEREFORE:**

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

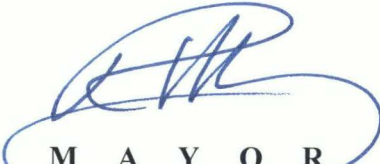
**SECTION 1.** The Agreement with NDC is ratified and approved and the City Manager or their designee, the Director of NHSD or their designee, or the Grants Administrator of NHSD is hereby authorized to amend the Agreement to expand the scope or work and increase the amount of compensation in connection with the development of the City's Con Plan, Action Plan and AI/AFH for submittal to HUD. The Agreement, as amended, will commence on November 4, 2019 and shall terminate on November 4, 2020, and the aggregate contract amount, as amended, shall not to exceed the sum of Ninety-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$99,250.00). If project completion does not occur before the first anniversary of the effective date, the City, at its option, may extend the term, on a month to month basis, up to an additional six months. A copy of the First Amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**. The City Manager or their designee, the Director of NHSD or their designee, or the Grants Administrator of NHSD is hereby authorized to make revisions to and further modify the Agreement and First Amendment, as reasonably necessary, to complete the project.

**SECTION 2.** Fund 28245000 entitled "CDBG 45Th YEAR," Internal Order 157000000158 and General Ledger 5201040 are hereby designated for use in the accounting for the fiscal transaction in execution of this agreement up to an amount of Ninety-nine Thousand Two Hundred Fifty and 00/100 Dollars (\$99,250.00). Payment not to exceed the budgeted amount is authorized to NDC upon issuance of a purchase order.

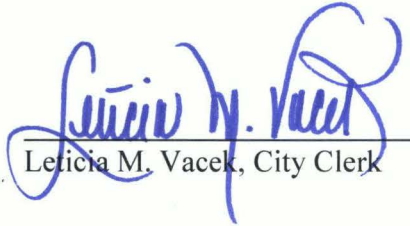
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

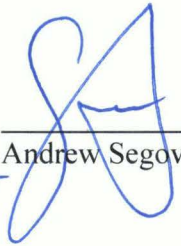
**PASSED AND APPROVED** this 20<sup>th</sup> day of February, 2020.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Andrew Segovia, City Attorney



# City of San Antonio

## City Council

February 20, 2020

**Item: 21**

**File Number: 20-1508**

**Enactment Number:**

**2020-02-20-0111**

Ordinance approving an amendment to the Professional Services Agreement with National Development Council for the development of the FY 2021-2025 HUD Consolidated Plan, FY 2021 Action Plan and Analysis of Impediments/ Assessment of Fair Housing in an amount of \$99,250 utilizing FY 2020 Community Development Block Grant funds. [Lori Houston, Assistant City Manager; Verónica R. Soto, Director, Neighborhood and Housing Services]

Councilmember Roberto C. Treviño made a motion to adopt. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

**Absent:** 1 Gonzales

SZ  
02/20/2020  
Item No. 21

**ATTACHMENT I**  
First Amendment to Professional Services Agreement

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“*First Amendment*”) is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (“*CITY*”), and NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC., dba NATIONAL DEVELOPMENT COUNCIL, a New York non-profit corporation (“*CONTRACTOR*”) (collectively, CITY and CONTRACTOR may be referred to as the “*Parties*”).

WHEREAS, the Parties entered into that certain Professional Services Agreement (the “*AGREEMENT*”) with an effective date of November 4, 2019, wherein CITY engaged CONTRACTOR to assist with of the development of CITY’s Five Year Consolidated Plan<sup>1</sup> and FY2021 Action Plan to include, but not be limited to, the Assessment of Fair Housing (the “*Project*”); and

WHEREAS, the services to be rendered under the AGREEMENT were limited to Phase I of the Project; and

WHEREAS, the Parties are ready to proceed with Phase II of the Project; and

WHEREAS, in accordance with Section 18.1 of the AGREEMENT, the Parties now desire to amend the AGREEMENT as hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Exhibit “A” of the AGREEMENT is deleted in its entirety and replaced with the amended attachment affixed hereto and incorporated by reference herein as Exhibit “A”.
2. Section 2.1 of the AGREEMENT is modified to also include the services and deliverables identified in Exhibit “A” as Phase II of the Scope of Services (“*Phase II Services*”) and to include additional compensation at the hourly rate specified for Phase II Services in the Price Schedule section of Exhibit “A” (“*Price Schedule*”).
3. Section 3.1 of the AGREEMENT is modified to allow for additional compensation for Phase II Services in an amount not to exceed **Seventy-four Thousand, Two Hundred Fifty and 00/100 Dollars (\$74,250.00)** and the total aggregate compensation for the Project not to exceed **Ninety-nine Thousand, Two Hundred Fifty and No/100 Dollars (\$99,250.00)**.
4. This First Amendment shall not prejudice any present or future rights, remedies, benefits,

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<sup>1</sup> Capitalized terms not defined in this First Amendment shall have the meaning ascribed to the terms in the AGREEMENT.

or powers belonging or accruing to CITY under the terms of the AGREEMENT as herein amended.

5. The Parties hereby ratify and confirm the AGREEMENT and intend and agree that all other terms and conditions of the AGREEMENT, not expressly amended by this First Amendment, shall remain in full force and effect. If there is a conflict between the terms of this First Amendment and the AGREEMENT, the terms and conditions of this First Amendment shall control.
6. This First Amendment and the AGREEMENT, including any exhibits or attachments cited herein or therein, constitute the entire agreement between the Parties regarding the subject matter hereof, and supersede all prior contemporaneous agreements or understandings, whether written or oral.
7. This First Amendment may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one and the same document. A signed copy of this First Amendment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date last written below.

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

**NATIONAL COUNCIL FOR:  
COMMUNITY DEVELOPMENT, INC.**  
**dba NATIONAL DEVELOPMENT COUNCIL,**  
a New York non-profit corporation

By: \_\_\_\_\_  
LAURA SALINAS-MARTINEZ  
Grants Administrator  
Grants Monitoring and Administration

By: \_\_\_\_\_  
DANIEL MARSH III  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
SCOTT ZIMMERER  
Assistant City Attorney

Attachment:

Exhibit "A" – Scope of Services, Price Schedule and Timeline (revised)

**EXHIBIT "A"**



## SCOPE OF SERVICES

- 1) **CONSOLIDATED PLAN AND ANNUAL ACTION PLAN:** The Five-Year Consolidated Plan will address funding for October 1, 2020 through September 30, 2025 and the FY 2021 Annual Action Plan for October 1, 2020 through September 30, 2021. These documents must be prepared using HUD's eCon Planning Suite in the Integrated Disbursement Information System (IDIS).
- 2) The Consultant will develop and prepare the Five-Year Consolidate Plan and Annual Action Plan in a manner fully compliant with federal guidelines as found at 24 Code of Federal Regulations (CFR) Part 91 and any changes or revisions therein. Both the Consolidated Plan and Annual Action Plan must be prepared to meet all requirements as outlined in a document entitled, "Guidelines for preparing a Consolidated Plan Submission for Local Jurisdictions." Guidelines for preparing a Consolidated Plan may be found on the HUD website at:  
  
<https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-process-grant-programs-and-related-hud-programs>
- 3) The required work must follow any and all amendments and updates, such as utilizing the HUD's Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS and the CPD Maps website. The work includes, but is not limited to the following:
  - a) Review the City's existing Citizen Participation Plan and develop outreach plan to ensure meaningful engagement
  - b) Conduct consultations with private agencies, public agencies and community groups as required
  - c) Develop marketing collateral and presentations for public engagement
  - d) Develop the Five-Year Consolidated Plan and Annual Action Plan to reflect any changes made by City Council and/or HUD. Should HUD not approve the Five-Year Consolidated Plan or Annual Action Plan, the Consultant must bring the document(s) to an acceptable level within the HUD designated time frame. An appropriate retainage will be withheld from the contract amount until the City receives HUD's approval of the Five-Year Consolidate Plan and Annual Action Plan.
  - e) The consultant must be able to adhere to a timeline that will meet the City's deadline to submit the required documents to HUD by August 15, 2020.
- 4) **UPDATE THE ANALYSIS OF IMPEDIMENTS/ ASSESSMENT OF FAIR HOUSING:** The Consultant will develop and prepare the AI/AFH pursuant to HUD guidelines. The AI/AFH must be fully compliant with HUD Requirements:
  - a) Review draft plans and complete an examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing. A review of prior and current activities that propose fair housing, including an assessment of agencies currently providing fair housing programs in the area. An examination of private market issues that relate to the sale or rental of housing, the provisions of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management. An evaluation of public policies and practices which affect the provision of fair housing, including but not limited to public services, planning and zoning laws and decisions, land use regulations, community development policies and practices, procedures and practices of the local public housing authority and property tax policies. An identification of impediments to

fair housing based on the above work as well as proposed methods of correction to address identified impediments. A listing of impediments in order of priority to assist the City in determining further action.

- b) A fair housing action plan that will recommend a series of actions to overcome identified impediments to fair housing choice, milestones, timetables and measurable results.
  - c) Revise the final draft of the Analysis of the Impediments to Fair Housing Choice/Assessment of Fair Housing so as to reflect any changes required by the City. Should the City require revisions to the AI/AFH, the Consultant must bring the AI/AFH to an acceptable level within the designated time frame. An appropriate retainage will be withheld from the contract amount until the City gives final approval of the Analysis of Impediments to Fair Housing Choice.
- 5) DELIVERABLES: The consultant will be required to provide the following deliverables:
- a) Submit written progress reports to the Grants Administrator, as requested.
  - b) Phase I: Consolidated Plan - Develop a strategy for citizen participation process; develop marketing materials for public engagement; begin conducting consultations with private agencies, public agencies and community groups; develop draft Needs Assessment Survey; and review, analyze and prepare necessary data for Consolidated Plan. Analysis of Impediments/ Assessment of Fair Housing - Review draft plans and pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing. A review of prior and current activities that propose fair housing, including an assessment of agencies currently providing fair housing programs in the area. An examination of private market issues that relate to the sale or rental of housing, provisions of brokerage services, mortgage lending, insurance sales, underwriting, property appraisal and property management.
  - c) Phase II: Five (5) hard copies of all drafts for review and final deliverables of the Con Plan, Annual Action Plan, and AI (e.g. drawings, illustrations, text, etc.) should be submitted to the City as well as a digital version of the same, unless otherwise agreed to by the City. The digital version should be in a format acceptable to the City.
- 6) ANNUAL AUDITED FINANCIAL STATEMENTS: Awarded consultant shall provide annual audited financial statements within 90 days of the end of their fiscal year.
- 7) The Consultant acknowledges the requirement that a prospective awardee must be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. For additional information please see link below: <https://www.sam.gov/portal/SAM/#1>
- 8) The Consultant shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States.
- 9) Consultant Proposal (Attached)

<b>PRICE SCHEDULE</b>		
<b>Deliverable</b>	<b>Estimated Hours</b>	<b>Cost</b>
Phase I: <u>Consolidated Plan</u> – Develop a strategy for citizen participation process; develop marketing materials for public engagement; begin conducting consultations with private agencies, public agencies and community groups; develop draft Needs Assessment Survey; and review, analyze and prepare necessary data for Consolidated Plan.	Estimated 67 hours x \$223.12/hour	\$14,949.04
Phase I: <u>Analysis of Impediments/ Assessment of Fair Housing</u> - Review draft plans and complete an examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing.	Citizen Participation Survey (if necessary)	\$10,000.00
	<b>Total Phase I</b>	<b>\$24,949.04</b>
Phase II: <u>Consolidated Plan and Analysis of Impediments/ Assessment of Fair Housing</u> – Complete consultations with private agencies, public agencies and community groups. Issue Needs Assessment Survey. Submit five (5) hard copies of a draft for review of the Con Plan and Annual Action Plan (e.g. drawings, illustrations, text, etc.) to the City as well as a digital version of the same and draft AI. Complete necessary council committee briefings. Submit five (5) hard copies of all final deliverables of the Con Plan, Annual Action Plan, and AI (e.g. drawings, illustrations, text, etc.) to the City as well as a digital version of the same.	Estimated 333 hours x \$223.12/ hour	\$74,298.96
	<b>Total Phase II</b>	
	<b>Total Phase I &amp; II</b>	<b>\$99,248.00</b>

<b>TIMELINE</b>	
<b>Deliverable</b>	<b>Deadline</b>
<i>Phase I Consolidated Plan</i> - Develop strategy for the citizen participation process; develop marketing materials for public engagement; conduct housing market analysis. Review, analyze and prepare necessary data for Consolidated Plan.	January 31, 2020
Initiate community partner engagement process (private agencies, public agencies and community groups).	February 15, 2020
Submit Draft Needs Assessment Survey to City for review.	March 15, 2020
Provide progress reports to Grants Administrator	As Requested
<i>Phase I Analysis of Impediments</i> - Review draft plans and complete an examination of pertinent data that relate to fair housing including but not limited to: demographic, income, employment housing data, and fair housing studies.	March 31, 2020

<p><b>**Phase II Consolidated Plan</b> – Complete consultations with private agencies, public agencies and community groups. Issue Needs Assessment Survey (survey to remain open through June 2020).</p>	<p>April 10, 2020</p>
<p>Hold 4 Town Hall Meetings.</p>	<p>April – June 2020</p>
<p><b>**Phase II Analysis of Impediments</b> – Submit draft for review of Analysis of Impediments which should include: identification and listing of impediments to fair housing based on all reviews and analysis and proposed methods of correction to address identified impediments; and a fair housing action plan that will recommend a series of actions to overcome identified impediments to fair housing choice, milestones, timetables and measurable results.</p>	<p>May 29, 2020</p>
<p>Submit five (5) hard copies of a draft for review of the Con Plan and Annual Action Plan (e.g. drawings, illustrations, text, etc.) to the City as well as a digital version of the same.</p>	<p>June 2020</p>
<p>Housing Commission and Planning and Community Development Committee Briefings</p>	<p>June 2020</p>
<p><b>**Phase II Consolidated Plan &amp; Analysis of Impediments</b> - Submit five (5) hard copies of all final deliverables of the Con Plan, Annual Action Plan, and AI (e.g. drawings, illustrations, text, etc.) to the City as well as a digital version of the same.</p>	<p>July 15,2020</p>

**\*\* NOTE:** Phase II Deliverables are contingent on contract amendment to include award of additional funds.