

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 Plan¹ 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,

¹ 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)

PRICE SCHEDULE		
Deliverable	Estimated Hours	Cost
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
	Total Phase I	\$24,949.04
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	
	Total Phase II	\$74,298.96
	Total Phase I & II	\$99,248.00

TIMELINE	
Deliverable	Deadline
<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>**Phase II Consolidated Plan – 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>**Phase II Analysis of Impediments – 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>**Phase II Consolidated Plan & Analysis of Impediments - 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.