

ORDINANCE 2020-12-03-0855

APPROVING THE AMENDMENT OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAN ANTONIO (“CITY”) AND NATIONAL COMMUNITY LAND TRUST NETWORK D/B/A GROUNDED SOLUTIONS NETWORK (“COMPANY”) TO INCREASE THE SCOPE AND REQUIRED DELIVERABLES; AND INCREASE THE CITY’S CONTRIBUTION AND CO-INVESTMENT IN THE FOREVERYONEHOME INITIATIVE BY \$120,000 FOR FY 2021.

* * * * *

WHEREAS, the City’s Neighborhood and Housing Services Department (NHSD) entered into a memorandum of agreement (“MOA”) with the Company in July 2019 to assist the City with development of anti-displacement and inclusive growth policies for the City of San Antonio; and

WHEREAS, since the ForEveryoneHome initiative (“Initiative”) began, the City and the Company worked together to develop an in-depth needs assessment which has already been utilized to guide outreach and policy decisions in the City’s housing and other anti-displacement initiatives; and

WHEREAS, the City and Company have mutually determined that the MOA should be amended to enhance the scope and number of deliverables to be performed by the Company and to increase the City’s contribution to the Initiative in order to continue this important work by taking a deeper approach to community engagement and outreach as the City continues to develop its anti-displacement strategy; and

WHEREAS, in order to cover expenses associated with the services being provided by the Company and to ensure the goals of the Initiative are achieved the City will contribute \$120,000 to the Initiative and in exchange for the City’s contribution, the Company will contribute \$77,000 which the City finds to be sufficient and in the City’s best interest as it develops improved housing and anti-displacement policies to benefit the people of San Antonio. **NOW THEREFORE:**

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

SECTION 1. The City Council hereby approves the amended the Memorandum of Agreement between the City and National Community Land Trust Network d/b/a Grounded Solutions Network, attached as **Attachment “A”**. The City Manager or their designee, or the Director of Neighborhood & Housing Services or their designee, is hereby authorized to remit payment of \$120,000 as a co-investment in the Initiative and to take all such actions necessary, to complete the process for participation in the Initiative and to carry out the objectives of this Ordinance.


SECTION 2. The \$120,000 payment from SAP Fund 11001000, SAP Cost Center 5701020017, General Ledger No. 5201040 is a one-time expenditure for the development of the City’s displacement prevention strategy. Funding is included in the FY2020 City Council budget allocation to the Neighborhood and Housing Services Department.

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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 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) or more 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 3rd day of December, 2020.



M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Jameene Williams for
Andrew Segovia, City Attorney



City of San Antonio

City Council

December 03, 2020

Item: 23

File Number: 20-5018

Enactment Number:

2020-12-03-0855

Ordinance approving a memorandum of agreement with Grounded Solutions Network for anti-displacement and inclusive growth policy strategy consulting services, and authorizing a co-investment in the Initiative from the City in the amount of \$120,000.00 to be funded from the FY 2020 Neighborhood and Housing Services Department General Fund Budget. [Lori Houston, Assistant City Manager; Verónica R. Soto, FAICP, Director, Neighborhood & Housing Services]

Councilmember John Courage made a motion to approve. Councilmember Clayton H. Perry seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

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ATTACHMENT "A"

Amendment No. 1 to Memorandum of Agreement



Amendment No. 1
To Memorandum of Agreement

This Amendment No. 1 (the "Amendment") is entered into by and between **Grounded Solutions Network** f/k/a National Community Land Trust Network (the "**Company**"), a California not-for-profit membership corporation and City of San Antonio ("**City**"). This Amendment is made with reference to that certain Memorandum of Agreement, dated as of May 15, 2019 (the "Agreement"). This Amendment is effective as of August 15, 2020 (the "Effective Date"). The Company and City are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. In Section 1 Terms, the term of the Statement of Work is hereby extended until June 30, 2021
2. Each of the following sections the Agreement will be replaced in their entirety by Attachment A, attached hereto.
 - a. Section 2 Company's Responsibilities
 - b. Section 3 City Responsibilities
 - c. Section 4.1 Workplan Timeline for Deliverables
 - d. Exhibit A
 - e. An additional Exhibit B shall be newly incorporated
3. Section 6.1 shall be replaced by the following:
 - a. The City agrees to pay Company \$75,000 to participate in the Program (the "Participation Fee"). This Participation Fee partially offsets the cost of the services provided as part of the Program, which are valued at over \$225,000. The Participation fee will be paid in full to the Company on or before June 30, 2019.
 - b. The City agrees to pay Company an additional \$120,000 as a supplemental fee (the "Supplemental Fee") to provide augmented services as part of the Program. The Supplemental fee will be paid in full to the Company on or before November 15, 2020.
4. Miscellaneous. The Agreement remains in full force and effect, except as amended hereby. If there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. This Amendment shall be effective as of the Effective Date set forth above. This Amendment may be executed in counterparts, each of which shall be deemed an original, but which, together, shall constitute one and the same instrument. A facsimile or email transmission by one party to the other of an executed signature page of this Amendment shall have the same effect as delivery of an original signature page. The transmitting party shall forward the original signature page upon the request of the receiving party.



IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative.

Grounded Solutions Network

Client: City of San Antonio Neighborhood & Housing Services Department

A handwritten signature in black ink, appearing to read "Rachel Silver", is written over a horizontal line.

By: _____

Name: Rachel Silver

Title: Chief Operating Officer

Date: 9/24/20

By: _____

Name: Lori Houston

Title: Assistance City Manager

Date:

Attachment A

2. Company's Responsibilities:

- Host Team meetings via conference call and/or video conferencing as needed to advance the work of the Program.
- Host meetings of the full cohort of three teams approximately 6 times over the course of the Program.
- Provide up to 1300 hours of consulting services, including research, analysis, community engagement, project management, stakeholder engagement, and technical assistance
- Provide the following deliverables:
 - (1) a needs assessment;
 - (2) a displacement prevention agenda; and
 - (3) policy/program details on two topics from Anti-Displacement Strategy. Policy/program details will include considerations for a strong ordinance or website program summary, but will not include implementation details like staffing needs, program budget, or data tracking requirements.
- Organize two "learning tours," at a location to be determined by Company. Company will design the content and structure of these learning tours in consultation with the three ForEveryoneHome teams. Company will be responsible for tour logistics such as securing meeting rooms, recruiting speakers, providing meals for participants, etc. For each learning tour, in accordance with Company's travel policy, Company will reimburse or provide travel grants to cover the reasonable and necessary cost of travel, lodging and meals for up to six participants from the city team or their delegates.
- Lead up to three community meetings in the City to share and build on local and technical knowledge on key issues.
- Provide specialized assistance to ensure effective engagement with the community, and especially with communities of color at risk of displacement in the City.
- Identify a staff person to serve as the principal contact to work cooperatively with the principal contact for the City in carrying out the Program.

3. City's Responsibilities:

- Support and cooperate in the production of Company's deliverables (e.g. the needs assessment, the displacement prevention agenda, and implementable policy, or other deliverables as agreed-upon between Company and the City), as requested. This may include responsibilities such as attendance by the city team at weekly project-management meetings, timely response to email and telephone communications (e.g. within 48 hours), and providing referrals and introductions to local experts and stakeholders.
- Support cooperation of the ForEveryoneHome Team Member Commitments outlined in Exhibit B
- Provide timely access to relevant and available data, reports and images, upon Company's request.
- Identify a staff person to serve as the principal contact to work cooperatively with the principal contact for the Company in carrying out the Program.
- Encourage all participants in the city team to participate in all city team meetings (to be held



approximately once per month) and Cohort meetings (to be held approximately once per month). At a minimum, at least one management-level staff person and one community member are expected to attend every city and Cohort meeting.

- Attendance by at least 4 participants of the city team, or their delegates approved by the Company, at learning tours.
- Provide support to facilitate and coordinate Company site visit activities, as necessary. Site visit activities will include research-focused activities such as tours, interviews, and engagement-focused activities such as focus groups and community meetings.
- Provide staff support to assist Company's local fundraising efforts through activities such as making funder introductions, attending funder meetings, and providing letters of support.
- Ensure that the city team reflects various stakeholder roles and is committed to the Program.

4.1 Work Plan and Timeline for Deliverables:

As of the Effective Date, the following work plan and timeline has been established by the parties. Revisions to the work plan or timeline may be modified upon written agreement of the parties in accordance with Section 7 of the Agreement.

May – June 2019	Phase 1: Launch – Introduce City teams, determine technical assistance deliverables, conduct e-learning, plan for first Learning Tour.
June 2019 – February 2020	Phase 2: Needs Assessment – Gather and synthesize prior work, analyze and map available data, conduct site visits (as necessary), seek community input, draft and revise needs assessment. Continue e-learning, conduct first Learning Tour, plan for second Learning Tour.
March 2020 – October 2020	Phase 3: Craft a Displacement Prevention Agenda – Identify key policy changes or additions responsive to needs assessment, meet with key stakeholders as needed, draft and revise policy agenda. Continue e-learning, conduct second Learning Tour.
November 2020 – June 2021	Phase 4: Moving from Plan to Action – Select two policies or programs for rapid implementation, analyze relevant data, interview key stakeholders, workshop policy changes, draft and revise proposed policy.

Exhibit A

Team Participants

Participant First and Last Name	Affiliation or Role
1. Ron Nirenberg, Mayor City of San Antonio	Honorary Team Member
2. Veronica Soto, Director San Antonio Neighborhood and Housing Services Department	Local Government Leader
3. Jessica Guerrero, Board Member Vecinos de Mission Trails; Chair, San Antonio Housing Commission	Community Member
4. Tuesdae Knight, President & CEO San Antonio Growth on the Eastside (SAGE)	Community Member
5. Richard Milk, Director of Policy and Planning, San Antonio Housing Authority	Community Member
6. Graciela Sanchez Esperanza Peace & Justice Center	Community Member
7. Amin Tohmaz, Deputy Director, Development Services Department	Local Government Leader
8. Jose Gonzalez II, Consultant, Alamo Community Group	Community Member
9. Rebecca Flores, Neighborhood representative	Community Member
10. Monica Cruz, Community representative	Community Member
11. Dr. Juan Valdez Senior Advisor, Office of Mayor Ron Nirenberg	Local Government Leader



Exhibit B
ForEveryoneHome Team Member Commitments

I will attend scheduled team meetings by video (1-2 times per month)

I will listen and participate in meetings fully and openly

I will treat differences respectfully and seek to resolve disagreements

I will read emails and emailed materials within the timeline requested (time commitment of approx. 1 hour per month)

I will respond thoughtfully and promptly when called upon to provide feedback, ideas, contacts, outreach, or other collaboration, support, or leadership. (time commitment of approx. 2 hours per month)

I will champion the ForEveryoneHome Initiative and advocate for implementation of anti-displacement recommendations.

I will support and strive for anti-racism in our initiative processes and policy outcomes.

I will support the direct engagement of residents with first lived experience, grassroots leaders, and local communities immediately impacted by displacement.