CH
01/29/2015
Item No. 27.

AN ORDINANCE 2015-01-29-0076

SELECTING NEUTRAL FORUM, LLC, DBA GALEN DRISCOL, AND KIM LUNDGREN ASSOCIATES, INC., AWARDING A CONTRACT AND AUTHORIZING THE NEGOTIATION AND EXECUTION AN AGREEMENT FOR CONSULTANT SERVICES PERTAINING TO THE CITY'S SUSTAINABILITY PLAN WITH A TOTAL BUDGET AMOUNT NOT TO EXCEED $200,000.00, FOR AN INITIAL TERM OF ONE YEAR, WITH ONE ADDITIONAL ONE YEAR RENEWAL OPTION.

* * * * *

WHEREAS, the City of San Antonio is projected to grow significantly over the next two decades and ascertaining how to sustainably accommodate that growth is an essential goal within the Comprehensive Plan Update; the Sustainability Plan is a key component of the Comprehensive Plan Update and will serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies and plans with the community's goals for improving sustainability in municipal operations and the broader San Antonio community; and

WHEREAS, on November 19, 2014, the City issued a Request for Proposals (RFP) for a "Sustainability Plan" (RFP 15-015), seven responses were received and these were evaluated and scored by a committee consisting of representatives from various City departments and, based on the evaluations and rankings made in the selection process, staff recommends awarding a contract to Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., as the most qualified respondent; and

WHEREAS, Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., will provide Sustainability Plan services to the City of San Antonio for an initial term of one year; the City shall have the option to renew for one additional renewal term of one year upon City Council approval; in an amount not to exceed $176,525.00; and

WHEREAS, this Ordinance authorizes the selection of Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., and awards a contract to provide the Office of Sustainability with Sustainability Plan services, for an initial term of one year with one one-year renewal option, in an amount not to exceed $176,525.00, with a contingency amount of $23,475.00, for a total budget not to exceed $200,000.00; **NOW THEREFORE,**

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

SECTION 1. Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., is hereby selected to provide services in relation to the "Sustainability Plan" (RFP 15-015) for the City of San Antonio as the most qualified respondent to the Request for Proposals.

SECTION 2. The City Manager, or her designee, or the Director, Office of Sustainability, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Agreement to provide the City with Sustainability Plan services, in an amount not to exceed $176,525.00, with a contingency amount of $23,475.00, for a total budget not to exceed

$200,000.00, with Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., for a term of one year, with the option for the City to extend the contract for one additional one year period under the same terms and conditions. The initial term of the Agreement shall begin after approval by the City and shall end on February 1, 2016. A copy of the Agreement is attached and incorporated herein for all purposes as **Attachment I.**

SECTION 3. Funding for this Ordinance is available as part of the Fiscal Year 2015 budget per the table below.

Amount	General Ledger	Cost Center	Fund
$176,525.00	5201040	8055030001	29652000
$23,475.00	5203040	8055030001	29652000
Total Amt $200,000.00			

SECTION 4. Payment not to exceed the budgeted amount is authorized to Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., and should be encumbered with a purchase order.

SECTION 5. 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 6. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this **29th** day of **January**, **2015**.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Chris J. Helmer

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**27 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 27)**
Date:	01/29/2015
Time:	11:23:36 AM
Vote Type:	Motion to Approve
Description:	An Ordinance selecting Neutral Forum, LLC, dba Galen Driscol, and Kim Lundgren Associates, Inc., and awarding a contract for consultant services pertaining to the City's Sustainability Plan and authorizing the negotiation and execution of a professional services agreement in an amount not to exceed $200,000.00, for an initial term of one year, with one additional one year renewal option. [Edward Benavides, Chief of Staff; Douglas Melnick, Chief Sustainability Officer, Office of Sustainability]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Attachment I

AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
NEUTRAL FORUM, LLC, DBA GALEN DRISCOL,
AND KIM LUNDGREN ASSOCIATES, INC.
FOR
SUSTAINABILITY PLAN (RFP 15-015)

STATE OF TEXAS
COUNTY OF BEXAR

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

Neutral Forum, LLC
d/b/a Galen Driscol
130 Algerita Drive
San Antonio, TX 78230

a Limited Liability Corporation chartered under the laws of the State of Texas, and

Kim Lundgren Associates, Inc.
28 Albany Street
Woburn, MA 01801

a Corporation chartered under the laws of the State of Massachusetts (hereinafter both referred to collectively as "GD/KLA" or "Contractor"), said Agreement being executed by Leigh-Ann Fabianke, President, Galen Driscol, and Kim Lundgren, CEO, Kim Lundgren Associates, Inc., and pursuant to Ordinance No. 2015-01-29-_____, passed and approved by the City Council on January 29, 2015.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposals for "Sustainability Plan" (RFP 15-015), issued by the City on November 19, 2014;
2. Exhibit II, Addendum I to the RFP, dated December 5, 2014;
3. Exhibit III, Pricing Schedule submitted by GD/KLA as RFP Attachment B;
4. Exhibit IV, Copy of enabling Ordinance No. 2015-01-29-_____.

Referenced Documents: Further, GD/KLA's response to the RFP, dated December 10, 2014, and the revised Project Schedule dated January 23, 2015, is also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFP governs GD/KLA's response; this Integration Agreement governs both the RFP and response; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Compensation: As authorized by the Ordinance, City will pay Contractor for consultant services pertaining to the City's Sustainability Plan for the plan development and community outreach as provided in the contract documents in support of the RFP and the total budget sums shall not exceed $176,525.00.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director, Office of Sustainability (hereinafter "Director"), of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed one hundred seventy-six thousand, five hundred twenty-five dollars ($176,525.00) as total compensation.

It is understood and agreed by the Parties that the City does not guarantee any minimum volume of work, and that Contractor will be paid for actual work performed and for allowable expenses, provided that Contractor shall present City with an invoice for all expenses and services monthly within 14 days of the end of the month, in such detail as required by the Director. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

Work Start Date: Work shall start immediately upon instruction to GD/KLA from the Director or his designee, but no sooner than the effective date of the enabling Ordinance, for performance of various City projects described in the RFP's scope of services or the contract documents identified above.

Term of Performance and Termination Date: The term of this agreement is for one (1) year and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date recited in the enabling Ordinance, and terminate on February 1, 2016. The City, at its sole option, may renew the Agreement for one (1) additional renewal term of one (1) year, under the same terms and conditions, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL

Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Douglas Melnick,
Office of Sustainability
P.O. Box 839966
San Antonio, Texas 78283-

If intended for Contractor, to:

Neutral Forum, LLC
Kim Lundgren Associates, Inc.
Attn: Kim Lundgren
28 Albany Street
Woburn, MA 01801

Assignment and Subcontracting: Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work. It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use: **Adaptation International; Atmos Research and Consulting; Erin L. Deady, PA; Impact Infrastructure (Stephane Larocque); and WhatArmy**. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and

all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver of Performance: 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto 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. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Independent Contractor: Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

Termination: For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated above, or earlier termination pursuant to any of the provisions hereof. This Agreement may be terminated without cause by City upon 90 calendar days written notice. Upon written notice City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided above in Assignment and Subcontracting, which shall constitute an Event for Cause under this Agreement.

Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice to cure such default. If

Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

Failure to comply with the SBEDA terms and conditions.
Bankruptcy or selling substantially all of company's assets.
Failing to perform or failing to comply with any covenant herein required.
Performing unsatisfactorily.

Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with records retention requirements. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and signed by the Director. Substantive changes, to include an increase in the amount of compensation beyond the authorized budget limit, shall require additional City Council approval.

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

Agreed, Consented to, and Executed this _____day of January, 2015.

CITY OF SAN ANTONIO

BY: _____
Printed name:

_____
Title:

_____
CITY MANAGER, or her designee

Neutral Forum, LLC d/b/a Galen Driscol

BY: _____
Leigh-Ann Fabianke, President

Kim Lundgren Associates, Inc.

BY: _____
Kim Lundgren, CEO

APPROVED AS TO FORM:

Office of the City Attorney
Martha G. Sepeda, Acting City Attorney

By: _____
Assistant City Attorney

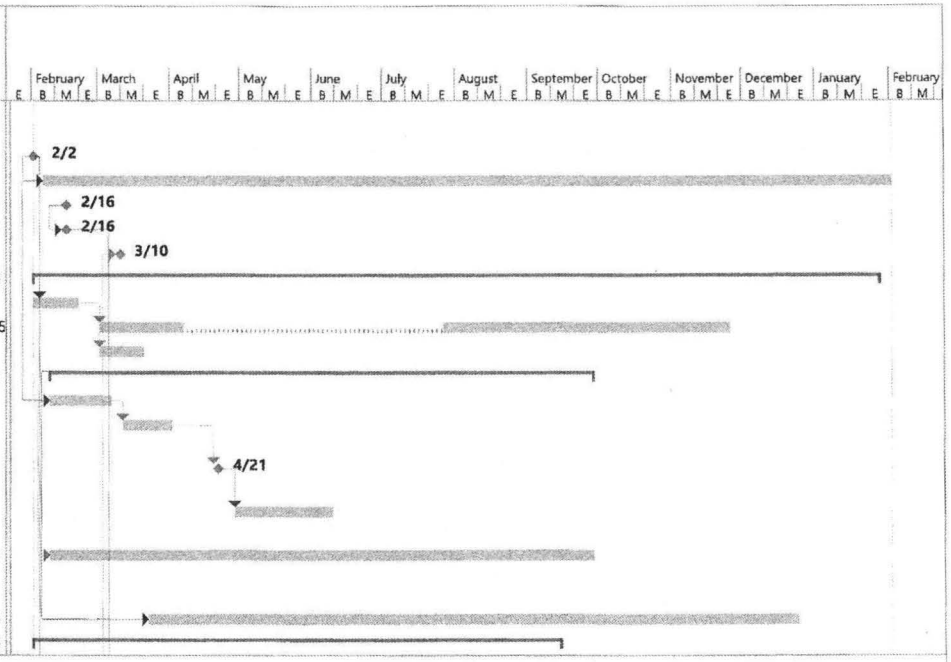
Exhibit I. Request for Proposals for "Sustainability Plan" (RFP 15-015), issued by the City on November 19, 2014;

Exhibit II. Addendum I to RFP, dated December 5, 2014;

Exhibit III. Pricing Schedule submitted by GD/KLA as RFP Attachment B;

Exhibit IV. Copy of enabling Ordinance No. 2015-01-29-_____

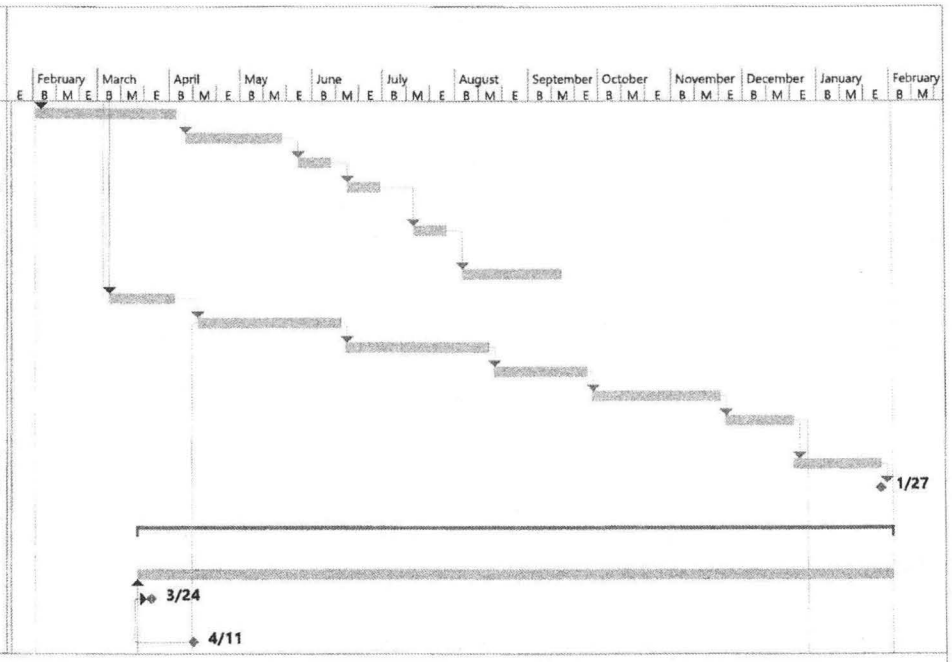
ID	Task Name	Duration	Start	Finish
1	**San Antonio Sustainability Plan**			
2	Contract Start Date	0 days	Mon 2/2/15	Mon 2/2/15
3	Weekly Project Reporting	258 days	Fri 2/6/15	Mon 2/1/16
4	Staff Kick Off Meeting	0 days	Mon 2/16/15	Mon 2/16/15
5	Leadership Meet & Greet	0 days	Mon 2/16/15	Mon 2/16/15
6	Leadership Training	0 days	Tue 3/10/15	Tue 3/10/15
7	**Sustainability Plan**	**259 days**	**Mon 2/2/15**	**Wed 1/27/16**
8	Baseline Assessment	15 days	Mon 2/2/15	Fri 2/20/15
9	Indicators	114 days	Mon 3/2/15	Wed 11/25/15
10	Air Quality Framework	15 days	Mon 3/2/15	Fri 3/20/15
11	**Vulnerability Assessment**	**167 days**	**Mon 2/9/15**	**Mon 9/28/15**
12	*Rapid Climate Assessme*	20 days	Mon 2/9/15	Fri 3/6/15
13	*Identifying Focal Areas & Key Concerns*	15 days	Thu 3/12/15	Wed 4/1/15
14	*Interactive Vulnerability*	0 days	Tue 4/21/15	Tue 4/21/15
15	*Development of Resilience Strategies*	30 days	Wed 4/29/15	Tue 6/9/15
16	*Ongoing Integration of Resilience into Sustainability Plan*	167 days	Mon 2/9/15	Mon 9/28/15
17	GIS Work	200 days	Mon 3/23/15	Thu 12/24/15
18	**GHG Inventory**	**162 days**	**Mon 2/2/15**	**Mon 9/14/15**



Project: SASustainabilityPlan_Pr
Date: Fri 1/23/15

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

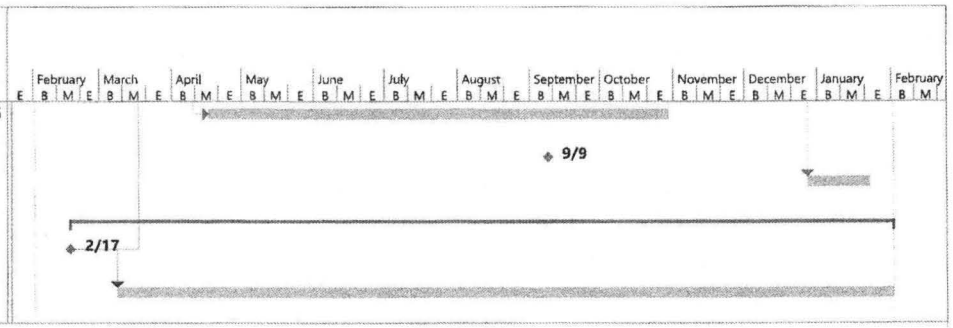
ID	T N	Task Name	Duration	Start	Finish
19		*Data Collection*	45 days	Mon 2/2/15	Fri 4/3/15
20		*Data Analysis*	30 days	Wed 4/8/15	Mon 5/18/15
21		*Emissions Forecasting*	10 days	Tue 5/26/15	Mon 6/8/15
22		*Draft GHG Inventory Summary Overview*	10 days	Tue 6/16/15	Mon 6/29/15
23		*Final GHG Inventory Summary Overview*	10 days	Tue 7/14/15	Mon 7/27/15
24		*Finalize GHG Inventory*	30 days	Tue 8/4/15	Mon 9/14/15
25		Goal Setting	20 days	Fri 3/6/15	Thu 4/2/15
26		Strategy Identification	45 days	Mon 4/13/15	Fri 6/12/15
27		Strategy Evaluation	45 days	Mon 6/15/15	Fri 8/14/15
28		Strategy Prioritization	30 days	Mon 8/17/15	Fri 9/25/15
29		Draft Sustainability Plan	40 days	Mon 9/28/15	Fri 11/20/15
30		Review Sustainability Plan	21 days	Mon 11/23/15	Mon 12/21/15
31		Design Sustainability Plan	27 days	Tue 12/22/15	Wed 1/27/16
32		Submit Final Sustainability Plan	0 days	Wed 1/27/16	Wed 1/27/16
33		**Public Engagement**	**230 days**	**Wed 3/18/15**	**Mon 2/1/16**
34		Ongoing Online Engageme	230 days	Wed 3/18/15	Mon 2/1/16
35		Delivery of Messaging Training to City Staff	0 days	Tue 3/24/15	Tue 3/24/15
36		Community Forum	0 days	Sat 4/11/15	Sat 4/11/15



Project: SASustainabilityPlan_Pr
Date: Fri 1/23/15

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

ID	T N	Task Name	Duration	Start	Finish
37		Support to City Staff for Neighborhood Meetings	140 days	Fri 4/17/15	Thu 10/29/15
38		Community Forum	0 days	Wed 9/9/15	Wed 9/9/15
39		Development & Delivery of Post-Plan Engagement	20 days	Mon 12/28/15	Fri 1/22/16
40		**Coordination**	**251 days**	**Tue 2/17/15**	**Mon 2/1/16**
41		Tri-Plan Integration Initial Meeting	0 days	Tue 2/17/15	Tue 2/17/15
42		Regular Tri-Plan Integration Meetings	237 days	Mon 3/9/15	Mon 2/1/16



Project: SASustainabilityPlan_Pr
Date: Fri 1/23/15

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			