SG/cla
01/28/2016
Item # 30

AN ORDINANCE 2016-01-28-0042

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. FOR CONSULTANT SERVICES PERTAINING TO THE CITY'S COMPREHENSIVE PLAN DEVELOPMENT, COMPLETION, AND ENHANCED PUBLIC OUTREACH EFFORTS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $625,909.88, CONSISTING OF $550,909.88.00 FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND $75,000.00 FROM PRIOR CITY COUNCIL APPROVED GENERAL FUNDS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,171,909.88.

* * * * *

WHEREAS, on October 9, 2014 the City Council authorized the execution of a professional services agreement with Moore Iacofano Goltsman, Inc. (MIG), in the amount not to exceed $250,000.00 for consultant services pertaining to the Comprehensive Plan update; and

WHEREAS, in February 2015 the professional services agreement with MIG was amended for the first time, to include additional deliverables and scope of work for an additional $37,120.00, in accordance with the original contract provisions; and

WHEREAS, on June 18, 2015 the City Council authorized the second amendment to the professional services agreement with MIG, for an additional $258,880.00, in accordance with the original contract provisions; and

WHEREAS, in December 2015 the professional services agreement with MIG was amended for the third time, to extend the term of the agreement to June 30, 2016, in accordance with the original contract provisions; and

WHEREAS, the City Council has approved the use of Community Development Block Grant (CDBG) Program funds in connection with the City's Comprehensive Plan (the "Plan"); and

WHEREAS, the City Council has determined that it would be in the best interest of the City to authorize an amendment to the MIG professional services agreement to expand development of the plan and related public outreach efforts, for the additional amount not to exceed $625,909.88, consisting of $75,000.00 from budgeted General Funds and $550,909.88 from Community Development Block Grant funds, for a total contract amount not to exceed $1,171,909.88; **NOW THEREFORE;**

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

SECTION 1. The City Manager or her designee is hereby authorized to negotiate and execute an amendment to the professional services agreement with Moore Iacofano Goltsman, Inc., to expand development of the plan and related public outreach efforts, for an additional amount not to exceed

$625,909.88, with substantially the same terms and conditions as those set out in the draft agreement attached hereto as **Attachment "I"**, within 60 days of the effective date of this ordinance.

SECTION 2. The sum of $625,909.88 is hereby appropriated in the designated funds below and will be disbursed from the following General Ledgers, Cost Centers, and Internal Orders. Payment not to exceed the budgeted amount is authorized to Moore Iacofano Goltsman, Inc. and should be encumbered with a purchase order.

Fund	General Ledger	Cost Center	Internal Order	Amount
11001000	5201040	5002000001	N/A	$75,000.00
28035000	5201040	N/A	131000001824	$550,909.88

SECTION 3. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, 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 be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 28th day of January, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

For Martha G. Sepeda, Acting City Attorney

Agenda Item:	**30 (in consent vote: 4, 5, 7A, 7B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30)**
Date:	01/28/2016
Time:	09:20:26 AM
Vote Type:	Motion to Approve
Description:	An Ordinance for the City's Comprehensive Plan authorizing an amendment to the professional services agreement with Moore Iacofano Goltsman, Inc. for consultant services pertaining to the Plan's development and completion and an enhanced public engagement program for the additional amount not to exceed $625,909.88 consisting of $550,909.88 from prior City Council approved Community Development Block Grant (CDBG) funds and $75,000.00 from FY 2016 General Funds for a total contract amount not to exceed $1,171,909.88. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning & Community Development]
Result:	Passed

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

PROFESSIONAL SERVICES AGREEMENT
FOR
COMPREHENSIVE PLAN CONSULTING SERVICES PHASE II

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. 2014-10-09-0783 passed and approved on the 9th day of October, 2014 and amended pursuant to Ordinance No. 2015-06-18-0569 passed and approved on the 18th day of June, 2015 and amended administratively in accordance with Section II. Term effective on December 18, 2015 and amended pursuant to Ordinance No. 2016-01-28____ passed and approved on the 28th day of January 2016, and Moore Iacofano Goltsman, Inc. (MIG) by and through its President, Susan Goltsman and its CEO/Principal, Daniel Iacofano ("Consultant"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's Department of Planning & Community Development.

"DPCD" shall mean City of San Antonio Department of Planning & Community Development.

II. TERM

DRAFT

ATTACHMENT I

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 9, 2014 and terminate on September 30, 2016. The City Manager or her designee is authorized to amend this Agreement by extending the term for a period of up to six months in accordance with Article XVI. Amendments.

2.2 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.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 The objective of this scope of work is to develop an updated Comprehensive Plan for the City of San Antonio while actively engaging the community in the creation of the vision for growth and development.

3.3 The scope of work shall include the following tasks: Policy Review and Synthesis, Develop Policy Papers, Public Engagement and Website Creation, Develop Urban Design Illustrations, Draft the Comprehensive Plan Document, Comprehensive Plan Meetings, Project Management, Brand Guidelines, Design Templates, Plan Element Working Group Meetings, Supplemental Presentations and Plan Supportive Graphic Design, Enhanced Goals and Policy Papers, Additional Plan Element Working Group and Steering Committee Activities, Expanded Annexation Policy Effort, Comprehensive Plan and SA Tomorrow Supplemental Documents, and Expanded Public Awareness, Outreach, and Engagement.

3.3.1 Document Policy Review and Synthesis

MIG's Responsibility: MIG will review relevant existing City, and other agency, long-range planning documents, including SA2020, the 2010 Update to the Master Plan Policies, VIA Metropolitan Transit Agency studies and plans, Alamo Area Metropolitan Planning Organization studies and plans, and the EPS Phase I Comprehensive Plan Studies. The plans and studies will be provided to MIG by DPCD. MIG, in consultation with the Director, or his/her designee, will identify the relevant existing goals and policies that will be transferred into the various elements of the updated comprehensive plan. MIG will identify all necessary documents for review in coordination with DPCD staff. Tele-conference communication shall be acceptable for this task.

DRAFT

The MIG Team will prepare a comprehensive plan technical background report that summarizes existing conditions within San Antonio in a succinct format. The report will summarize background information and include maps, graphics, photos and narrative text describing the following:

- Housing, Growth, and Population: Summary of population, household and employment trends in San Antonio, as well as historical land use patterns and policies. This will also include a summary of housing conditions based on work prepared by the consultant working on the 5-year Federal Consolidated Plan.

- Land Use: Summary of current and prominent development patterns in San Antonio and the surrounding unincorporated areas; identifying how the existing land use patterns shape the City's physical, social, cultural, economic, and energy needs in the future, and the current effect of the City's adopted Land Use Plans.

- Urban Form and Urban Design: Summary of the history of the City's urban form, including the impact of transportation systems, current development codes, and the City's historic military presence.

- Transportation: Summary of existing transportation and mobility conditions and background data.

- Community Health: Summary of public health topics including physical activity levels, land use patterns and transportation networks as they relate to active transportation, and access to nutritious foods, health care and health facilities.

- Sustainability: Summary of the existing conditions in the community related to sustainability, relative to both the built and natural environment, including water and energy use and efficiency, green buildings and climate change adaptation.

- Military: Summary of existing conditions related to the substantial military presence in San Antonio, describe future growth plans for military bases, and identify background data to be utilized for policy development as they relate to the vision for the city's military presence.

- Economic: Summary of economic trends including major employers, industries and occupations.

The deliverable in this task will be a Technical Background Report developed and submitted in Microsoft Word and PDF formats, with Executive Summaries for each chapter detailing the findings of the existing document review.

DRAFT

City's Responsibility: DPCD will be responsible for providing all requested documents for MIG review. Further, the City will coordinate with relevant public agencies to provide their studies, plans, etc. that are not under City control. All documents will be submitted to MIG in the requested format. DPCD will conduct all presentations regarding this task and will produce all copies and printed materials.

3.3.2 Policy Papers

MIG's Responsibility: MIG will lead the development of six policy papers, with City staff as support. This phase will engage various industry and community leaders, including those organizations currently acting as "SA2020 cause area lead partners", in the development and discussion of expert group policy papers.

The MIG Team will prepare a series of topical policy papers that will include assets, opportunities and challenges. These "white papers" will be a key step in the planning process and will provide the basis for more specific policy recommendations. The papers will also include and consolidate input received from previous community outreach efforts and the Plan Element Working Group meetings.

The policy papers will be on the following topics:

- Land Use, Growth, and Population (to include Annexation):

  1) Detailed discussion of various land use scenarios that will guide the comprehensive planning process.

  2) Discussion and analysis of specific areas for catalytic change and growth, infill opportunities, and areas of preservation.

  3) An Annexation Policy Framework detailing recommended policy modifications to address growth and annexation issues.

- Housing: Analysis of existing housing conditions and policies. Goals, objective, and policy recommendations addressing issues of housing affordability, diversifying housing types and choice, and protection of stable, existing neighborhoods.

- Transportation: Coordinate with the Transportation & Capital Improvements Department in collaboration with the City's Multimodal Transportation Plan initiative. Discussion of appropriate goals, policies and objectives as they relate to the vision for the city's transportation system.

DRAFT

- Community Health, Public Facilities and Safety: Analysis of police, fire and emergency service facilities/locations, as well as schools, childcare and senior care facilities, goals, policies and programs.

- Military:

  1) Policy paper will incorporate discussion related to the various Joint Land Use Studies in Bexar County and neighboring counties.

  2) Analysis of potential impacts on services due to an increasing number of veterans and retirees in San Antonio.

- Economic Competitiveness: Development of new goals and policies to establish a coordinated, multifaceted approach to economic development and a plan to ensure the City is well positioned to attract workers and businesses.

Each Policy Paper will include a section addressing sustainability issues applicable to the topic(s). Creativity in the development of the policy papers is encouraged to improve the quality and functionality of each paper, provided that the final component list is approved by the DPCD Director or his designee. Policy Papers will include the following components:

1) Cover Page

2) Credits

3) Table of Contents (with a List of Figures)

4) Introduction and Intent

5) List of Participants and Interviewees

6) Executive Summary/Introduction to the Plan Element – Definition of the Key Policy Issues, Background Data and Abbreviated Recommendations

7) Detailed Discussion of Key Policy Issues and Detailed Recommendations

8) Definitions

DRAFT

MIG will include the review of the different growth center scenarios (as developed by EPS in the Phase I Comprehensive Plan Studies), annexation policy, housing/job opportunities and constraints assessment, preferred land use and the integration of transit supportive land use with local/regional transportation plan(s), and the draft Comprehensive Plan policies in the applicable policy paper.

MIG will develop the basic characteristics of the Comprehensive Plan Elements based on continuous and diverse community input. MIG will modify and finalize the Comprehensive Plan Elements in coordination with City staff. Lastly, in order to ensure broad support of the Comprehensive Plan, MIG will also propose to City staff, modify, and finalize the basic characteristics of the Comprehensive Plan Elements based on continuous and diverse community input.

The deliverables in this task will be seven (7) PowerPoint presentations and six (6) policy papers. The PowerPoint presentations will be targeted to individual or combined Plan Element Working Groups, as follows:

- **Land Use, Growth and Population**
- **Housing & Historic Preservation**
- **Green and Healthy Neighborhoods & Community Facilities and Public Safety**
- **Transportation**
- **Military**
- **Jobs and Economic Competitiveness**
- **Natural Resources and Environment**

The PowerPoint presentations (with notes pages) may be presented by City staff to the City Council's Comprehensive Planning Committee and other stakeholder groups.

The six (6) policy papers will incorporate comments and information collected during the Plan Element Working Group meetings, including the content presented in the PowerPoint presentations, and each will incorporate Sustainability as it relates to the paper's primary topics. All policy papers will be developed and submitted in Microsoft Word format.

DRAFT

City's Responsibility: DPCD will be responsible for developing the list of industry leaders to participate in the development of the comprehensive plan policies, with assistance from the City Council's Comprehensive Planning Committee – a subcommittee of the City Council, as described in Subsection 3.3.10. Plan Element Working Groups. DPCD will provide MIG with a detailed list of all "expert groups" and other significant stakeholders. The City and MIG will collaborate on the most appropriate forum to engage the various stakeholders and will be support staff at all meetings and teleconferences (as applicable). The City will be responsible for the logistical organization of all meetings and teleconferencing and will produce all copies and printed materials.

City staff will provide one consolidated and internally confirmed set of comments, from City staff, advisory committees, and confirmed decision makers, on the draft policy papers to the MIG Team. The MIG Team will then update each paper to address and reflect City staff comments and direction.

DPCD will present the policy papers to the advisory committees, for their input and response. DPCD will collaborate with MIG to finalize the reports based on advisory committees' feedback; MIG will make all requested changes.

3.3.3 Public Engagement and Website Creation

A) Public Engagement

MIG's Responsibility: MIG will provide expertise to City staff related to unique and innovative modes of general public engagement, to include conducting large Community Open Houses, which have been field tested in other communities. Recommendations and an overall outreach approach will be summarized in a comprehensive community engagement strategy which will identify how best to conduct outreach to community members during the project. The strategy will include components such as a schedule, key priorities, structure, community involvement and outreach activities, and identification of key stakeholders and relationships. It will also include a detailed process diagram to illustrate the sequence and timing of project activities in a succinct format. The strategy will be coordinated and integrated with other City outreach efforts, most specifically the Sustainability Plan and Transportation Plan projects.

MIG and the City will engage various stakeholder groups and the general public in the planning process in order to ensure that the Comprehensive Plan reflects the values and core interests of the public and gains support from the San Antonio City Council for the policies that will be a result of the Comprehensive Plan effort. The Comprehensive Plan (Plan) is closely coordinated with the City's

DRAFT

public involvement efforts related to the Multimodal Transportation Plan (MMTP) and the Sustainability Plan (SP).

The public involvement process will be iterative. It will turn to the public for advice and innovation, and the consultant team and City staff will use that advice and innovation to present possible policy solutions. After reviewing those policy options with the public, the consultant team and City staff will incorporate the public's advice and recommendations into the final recommended Plan to the maximum extent possible. The process will engage the general public and stakeholders including, but not limited to, the following:

- Neighborhood and homeowner association representatives;
- Real estate developers, building owners and managers, property owners, architects, and contractors;
- High school and college students;
- Young professionals; and
- Senior citizens.

A1) Neighborhood and Homeowner Association Workshop Series ("Association Workshop")

The Association Workshop will include three rounds of meetings, each held at key points in the plan development timeline. Each round will include three meetings strategically located around the San Antonio area. Participants will include neighborhood/homeowner association representatives and residents, who will be invited to attend the meeting that is most convenient for them.

These will be detailed, technical meetings where participants are asked for feedback on information provided to them, as well as for their input on other Plan-related issues. The input gleaned from these workshops will be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG will lead the facilitation of the meetings and subconsultant Ximenes and Associates will assist in preparations and coordination.

DRAFT

A2) Real Estate, Business, Commercial Workshop Series ("Business Workshop")

The Business Workshop will include two rounds of meetings. Each round will consist of a single meeting in a central location for participants from the business community.

These will be detailed, technical meetings where participants are asked for feedback on information provided to them, as well as for their input on other Plan-related issues. The input gleaned from these workshops will be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG will lead the facilitation of the meetings and subconsultant Ximenes and Associates will assist in preparations and coordination.

A3) Targeted Focus Group and Stakeholder Workshops ("Focus Group Workshops")

The Focus Group Workshops will include no more than five (5) individual meetings held at different locations throughout the city. Each meeting will be targeted to specific demographic groups, including but not limited to youth groups, young professional groups and senior organizations. These meetings would be open to the public but situated and timed in such a way to cater to the target participants, and the format and outcomes would be similar to the other "workshop" meetings described above.

The input gleaned from these workshops would be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG, with subconsultant Ximenes and Associates, will develop materials for the Focus Groups/Stakeholder Meetings. DPCD staff will organize the meetings and MIG/Ximenes and Associates will conduct the sessions using the packaged materials provided by the Consultant Team. The packaged materials may be used by DPCD staff to conduct additional focus group and/or stakeholder meetings.

A4) Online Public Surveys

DRAFT

MIG will prepare and execute two Online Public Surveys to get people's opinions about specific issues related to the development of the Plan. The surveys will provide an avenue to gather opinions from those residents who did not attend the workshops. The surveys will be timed to follow the first and second series of Association and Business Workshops. The surveys will be supplemented by an online discussion board (MindMixer) to provide for more detailed discussion comparable to what will occur at the workshops described above.

A5) Community Workshops

MIG will lead two Community-wide workshops. The first will introduce transportation alternatives and urban design concepts. Discussion will include trade-offs associated with the various development/design alternatives and focus on built form, place-making, neighborhood quality, and air quality. Participation will be open to the general public, as well as participants from the previous Workshops.

The second Community workshop will focus on informing people who have been involved in the Plan development and the broader community about the substance of the Plan for their review and clarification. There would be opportunities to comment on the plan with the clear understanding that unless there is an outcry about a particular element of the Plan, the document will not be significantly modified. This final workshop will present and discuss key preferred recommendations of the Comprehensive Plan as they relate to individual elements. Each element could have its own station/area. Community feedback will include prioritizing the importance of the recommendations.

MIG subconsultant Ximenes and Associates will assist in organizing and coordinating the workshop. MIG will lead the workshop facilitation and subconsultants PB and EPS will participate.

City's Responsibility: DPCD will be responsible for organizing all logistics related to all meetings. The City will duplicate all written documents and will provide all necessary materials for potential meeting exercises. DPCD agrees to be the official contact for all correspondences related to meetings. DPCD staff will also be

DRAFT

responsible for outreach regarding and promotion of meetings. Potential methods include the following:

Media Relations
Press releases and radio public service announcements will be developed to announce activities and report on the status and/or highlights of the Plan's progress. These will be coordinated with the Public Information Officer, who will be the one who actually send them to the media in order to get the best exposure.

Outreach Methods for Meetings and Activities
In addition to the website and social media, outreach can be enhanced by:

- Using the marquee at meeting venues that have them;
- Moveable signs at strategic locations announcing meetings;
- Sending information to neighborhood newsletters; and
- Asking churches or other NGOs to publish meeting notices in their bulletins or announce at their meetings.

B) Website Development Process and Creation

MIG's Responsibility: MIG will establish three websites, using the Townsquare content management system (CMS), for the San Antonio Comprehensive Plan. The look and feel for these sites will be implemented across all plans, including transportation and sustainability. As part of the website development process, MIG will utilize an existing website template of the City's choosing as a basis for design. MIG will then modify the template specifically for this project so all three websites will match brand guidelines. All websites will be mobile-friendly and accessible by desktop computer, tablet and smart phone users.

The website development process will be begin with a project initiation meeting, where the Parties will establish the requirements for the project, discuss the goals of the website, establish roles and responsibilities and set project milestones. Based upon what is learned at the project initiation meeting MIG will create one set of wireframe diagrams for client review. Wireframes will show the structure and navigation of an interface before the specific details have been fully fleshed out. MIG will then produce high fidelity prototypes (HFP), which bring color, typography and graphics into

DRAFT

the mix for the City to see how the final deliverable will look in the context of a browser.

After the design is approved by the City, MIG will integrate the design into the Townsquare CMS. MIG will create a Quality Assurance site prior to launch for the City's review. The City will be able to add content from an administrator's area. After the City's final content approval MIG will launch the websites.

Specific sub-tasks associated with the website development include:

- Project initiation meeting
- Development of wireframes / task flows / high fidelity prototypes
- Revise concepts based on review (1 round of review after the wireframe / HFP phases)
- Integrate design chosen into Townsquare software
- Launch websites

The deliverable in this task will be three (3) SA Tomorrow websites (Comprehensive Plan, Multimodal Transportation Plan, and Sustainability Plan) through a single interface.

City's Responsibility: DPCD will support MIG in the maintenance and upkeep of the Comprehensive Plan website and will provide necessary information in a timely manner. For maximum efficiency, all requested content changes will be completed either by MIG staff or a designated City staff (with administrator access permission to the site) in a timely manner.

3.3.4 Develop Urban Design Illustrations

MIG's Responsibility: For inclusion in the comprehensive plan document as it relates to urban form, MIG will create up to twenty (20) urban design illustrations of various town, village, and neighborhood design concepts. These illustrations will depict birds-eye and other views of specific growth center types and will include the "before and after" applications of smart-growth concepts as are commonly applied to existing commercial corridors, neighborhood centers, transit nodes and other growth center types. The primary illustrations will be developed with a hand-drawn effect. MIG shall supplement these illustrations with computer-aided design techniques to ensure the proper appearance of each illustration.

DRAFT

Further, MIG will develop a "building prototype technical manual" and supplemental PowerPoint presentation, of images of the building prototypes to achieve desired density in the recommended growth centers. These illustrations are not required to be hand-drawn; actual photographs and examples are deemed more appropriate for this portion of the task. Example: Many of these buildings may be medium-density structures that are compatible within an existing neighborhood context and should relate architecturally to a neighborhood in San Antonio.

The deliverables in this task will be up to twenty (20) urban design illustrations in original and digital format, to include PDF (MIG can prepare additional illustrations based upon scope and budget discussion with City staff). Additionally, MIG will deliver a "Recommended Building Prototypes Technical Manual" with a supplemental PowerPoint (with notes pages) detailing the findings and illustrations that will be presented by City staff at the City Council's Comprehensive Planning Committee.

City's Responsibility: DPCD will collaborate with MIG on the concepts behind the illustrations and shall approve all work prior to being considered final. Further, DPCD will collaborate with MIG on the selection of neighborhoods that may be used in depicting context-sensitive infill development solutions for the "building prototype technical manual." City staff will also provide one consolidated and internally confirmed set of comments from City staff, advisory committees, and confirmed decision makers, on the draft illustrations to the MIG Team. The MIG Team will then update the illustrations to address and reflect City staff comments and direction.

3.3.5 Draft the Comprehensive Plan and Implementation Document; "E-Plan"

MIG's Responsibility: MIG will develop a policy framework document that identifies new and/or modified goals, policies and implementation programs needed to implement the preferred land use scenario, which shall be utilized as the key tool to develop the organizational structure of the Comprehensive Plan.

MIG will also prepare a draft and a final web-based Comprehensive Plan Document and Implementation Report, which will include all updated plan elements (tentative elements below) in response to directives from DPCD, the Comprehensive Planning Committee and the City Council. The web-based Comprehensive Plan Document will be based on the vision, policies, strategies and ideas that emerge from the SA 2020 and Comprehensive Plan processes. The document will comply with all federal, state, and local laws, rules and regulations.

Tentative Comprehensive Plan Elements

DRAFT

- Growth & Urban Form
- Transportation & Connectivity
- Housing
- Green & Healthy Communities
- Public Facilities & Community Safety
- Historic Preservation
- Military Affairs
- Jobs and Economic Competiveness
- Natural Resources
- Implementation Report

MIG will develop the comprehensive plan in an interactive electronic platform, such as "TownSquare" software. The electronic platform will be hosted by MIG, be transferable to the City, and will be the intellectual property of the City of San Antonio. MIG will train relevant City staff in the use of the software and enable staff to make edits as needed. The document will comply with the all federal, state, and local laws, rules and regulations.

The deliverable in this task will include a draft and final web-based Comprehensive Plan supplemented by a cover memo and PowerPoint (with notes pages) detailing the findings that will be presented by City staff at the City Council's Comprehensive Planning Committee.

City's Responsibility: City staff will provide one consolidated and internally confirmed set of comments from City staff, advisory committees, and confirmed decision makers, on the draft web-based Comprehensive Plan to the MIG Team. The MIG Team will then update the web-based Comprehensive Plan to address and reflect City staff comments and direction.

DPCD will facilitate the formal approval process and will manage all related public hearings. Any and all printed material will be provided by the City. All public hearing expenses related to the approval process will be paid by the City.

3.3.6 Required Comprehensive Plan Meetings

DRAFT

MIG's Responsibility: To ensure maximum budget efficiency, the City will work to schedule "meeting windows" where members of the MIG Team can attend multiple meetings/events on the same day or on back-to-back days. City staff will be present at all workshops and meetings. A member of the MIG Team will be present at the following workshops and meetings (note: the MIG Team can facilitate and/or attend additional workshops and meetings based upon discussion and approval from City staff):

- In-person meetings with City Staff – **up to 6**
- Virtual meetings with City Staff – **up to 8**
- In-person meeting/presentations to the Comprehensive Planning Committee of the City Council – **up to 4**
- Virtual meetings/presentations to the Advisory committees (e.g., conference calls and/or WebEx) – **up to 6**
- Planning Commission study sessions – **0** *(A member of the MIG Team can attend if there is budget available, upon approval by the City)*
- City Council public hearings (attended only by City Staff) – **0** *(A member of the MIG Team can attend if there is budget available, upon approval by the City)*

The afore-mentioned meetings will total 10 in-person and 14 virtual. The estimated/preferred formats are listed above. MIG and the City may mutually agree to change the specific format of meetings as needed, but will not exceed 10 in-person and 14 virtual. MIG will be available for weekly incidental phone contacts from City staff to provide clarifications and updates on the progress of any task and necessary guidance to City staff.

City's Responsibility: City staff will be responsible for securing locations, inviting attendees and preparing staff reports for all meetings and public hearings; leading all meetings and public hearings not attended by consultant or subconsultants; and, for preparing brief summaries of each meeting and public hearing.

3.3.7 Project Management

MIG's Responsibility: MIG will have a lead role managing the process to ensure the project remains on budget and schedule. This task accounts for MIG's project management and coordination (emails, calls, data transfers, etc.) with both City staff and the subconsultant team. MIG will participate in additional coordination calls, meetings and work sessions to ensure that the three SA Tomorrow plans are well orchestrated, that the City's resources are being

DRAFT

leveraged to the fullest extent possible to avoid duplicative efforts, and in preparation for the expanded Public Engagement efforts outlined in Section 3.3.3 of this document.

3.3.8 Brand Guidelines

MIG will develop guidelines for the plan brand and other design elements to ensure consistent usage of the logo and any word marks, tag lines, color palette, fonts, and associated imagery. The criteria will establish a brand hierarchy for any potential sub-brands and co-branding (with partners). The guidelines will include the following elements:

- Articulate the positioning of the brand
- Describe the tone/personality of the brand
- Define the visual identity of the brand and identify key components (fonts, color palette to include black & white, positioning, etc.)
- Integrate the brand with any other logos or brands

The deliverable in this task will be SA Tomorrow Brand Guidelines in PDF format.

3.3.9 Design Templates

MIG will incorporate the logo and brand elements into a series of templates for use by City staff and other consultants involved in the three planning efforts for the Comprehensive Plan, Sustainability Plan, and Transportation Plan. The templates will allow users to customize content while retaining a consistent look and feel across all materials.

MIG will deliver three versions of each plan template (the Comprehensive Plan, the Sustainability Plan and the Transportation Plan) and will provide the final chosen template in color and black & white versions. MIG will provide an initial round of training and design review for each template to ensure its proper application.

The deliverables in this task will be:

- **Letterhead template (Microsoft Word)**
- **Presentation template (Microsoft PowerPoint)**
- **Project Fact Sheet template (Adobe InDesign)**

DRAFT

- **Project Flyer template (Adobe Fact Sheet)**

- **E-blast template**

3.3.10 Plan Element Working Groups

MIG's Responsibility: The Plan Element Working Groups will be comprised of appointees from the Comprehensive Plan Advisory Group organizations, as well as other community members identified by City leadership. The working group members will be responsible for sharing their organizations' data, plans, and technical expertise, as well as providing feedback in their specific areas of expertise related to data collected and presented by City staff and the Consultant team.

The Working Group meetings will consist of one introductory meeting of all participants, followed by a series of up to six meetings for each of the Plan Element Working Groups. Meetings will be held throughout the planning process, every 4 – 8 weeks approximately, to coincide with the development of deliverables as well as planned Public Engagement workshops. Additional meetings involving City department liaisons and Working Group Chair/Vice Chairs may be necessary; teleconferencing will be made available by DPCD. MIG will take the lead in facilitating the Plan Element Working Group meetings. The meetings may include members of the Sustainability Plan and Multimodal Transportation Plan consultant teams, as deemed appropriate. The first portion of the meetings will be focused on presenting data, findings, and draft reports to the various working groups. The next portion of the meetings will be focused on interaction and the gathering of input and feedback from the participants. The 90- to 120-minute meetings will be targeted and strategically facilitated to ensure that relevant information is provided and that constructive information is gathered in order to draft work products and provide the consultant teams with the information needed to move forward with the goals, indicators, policy papers and other deliverables throughout the project.

Interactive aspects of the project will include the following:

- **Question and answer throughout the meeting** to provide participants to get clarification about roles, the process, timeline, key findings from existing conditions, or the implications of existing policies

- **Key pad polling** to quickly and efficiently gauge the groups' feelings about goals and prioritization of those goals within element topic areas

- **Wall graphic recording** to capture the conversation in an organized and interactive way. Wall graphic recording is a unique facilitation

DRAFT

technique whereby thoughts and ideas are captured in notes and drawings in an organized and attractive manner. The wall graphic recording becomes a part of the meeting that is often interacted with and responded to. When photo reduced, it also provides a readymade meeting summary.

Immediately following each meeting, there will be a 20-30 minute debriefing session between City and Consultant staff. The polling results and the wall graphic will be the primary tools in the debrief sessions. Notes will be taken on priorities and key themes observed. The team (consultants and staff) will identify key takeaways for further development of the policy papers and other relevant deliverables.

At least one week prior to each round of meetings, MIG will provide to DPCD digital versions of all documents to be used and/or presented at the meetings, including but not limited to agendas, PowerPoint presentations, and reports. Following each set of working group meetings, MIG will provide a memo summarizing the meetings, including key-pad polling results and key issues that arise during the groups' discussions.

City's Responsibility: DPCD will be responsible for organizing all logistics related to the working group meetings. The City will duplicate all written documents and will provide all necessary materials for potential working group exercises, except the key pad polling equipment. DPCD will disseminate materials to working group participants electronically. DPCD agrees to be the official contact for all correspondences related to the Plan Element Working Groups and their meetings.

3.3.11 Existing Conditions Technical Background Report Summary PowerPoint

MIG's Responsibility: MIG will summarize the Existing Conditions Technical Background Report in a PowerPoint format for use by City staff and elected officials. The PowerPoint will consist of 25-30 slides, each highly graphic in style, with corresponding embedded "Notes" to provide context and additional detail for presenters. MIG will provide an initial draft of the presentation for review, will make final revisions, and provide a final draft for review.

City's Responsibility: DPCD will be responsible for providing, in a timely manner, consolidated comments for two rounds of review for the Existing Conditions Technical Background Report summary PowerPoint.

3.3.12 Plan Supportive Graphics

A) Plan Element Icons

DRAFT

MIG's Responsibility: MIG will create ten (10) Plan Element icon graphics corresponding to the nine (9) content elements and the one (1) Implementation element. The icons will be used throughout the remainder of the planning process and in all subsequent printed and web-based reports and presentations. MIG will provide an initial proof of each infographic for review and will make final revisions and provide final proofs for review. The final Plan Element icons will be developed using InDesign or Illustrator.

City's Responsibility: DPCD will be responsible for providing, in a timely manner, consolidated comments for two rounds of review for the Plan Element icons graphics.

B) Existing Conditions Infographics Summary

MIG's Responsibility: MIG will develop a highly graphic, user-friendly one-page summary of the Existing Conditions Technical Background Report research for use in public outreach and other stakeholder presentations. The one-page layout will feature four (4) or five (5) infographics communicating the most important data points from the research as well as additional statistics and facts in order to provide a high-level encapsulation of the Existing Conditions Technical Background Report research. MIG will provide an initial draft of the one-page summary and will incorporate revisions before producing a final draft for review. The final one-page summary will be developed using InDesign or Illustrator.

City's Responsibility: DPCD will be responsible for providing, in a timely manner, consolidated comments for two rounds of review for the Existing Conditions Technical Background Report one-page graphic summary.

C) Additional Graphics based on budget availability

MIG's Responsibility: Based on remaining available budget for this task, MIG will develop additional graphics in response to unanticipated needs that emerge during the Comprehensive Planning process. Content, schedule, revision protocol, and output software for any additional graphics will be discussed and agreed upon by City of San Antonio Department of Planning and Community Development staff and MIG on a case-by-case basis.

3.3.13 Enhanced Services for Tasks Completed under the "Professional Services Agreement for Comprehensive Plan Consulting Services Phase II, as Amended"

DRAFT

A) Kick-Off Event

The original Comprehensive Plan consultant services contract scope of work and budget accommodated a public open house and not a High Profile Kick-Off event in conjunction with the concurrent planning efforts. As such, the Comprehensive Plan team requested additional services in preparation for and to outfit the large, coordinated event. These additional services included:

- Extensive coordination with the City staff and consultant teams for the Multimodal Transportation Plan (MMTP) and the Sustainability Plan
- Preparation and review of questions for a survey and MindMixer exercise
- Preparation of a looping Comprehensive Plan overview PowerPoint presentation
- Materials (paper, markers, and tape) for two oversized graffiti walls
- Additional preparation time the day prior to the event
- One night of lodging for two staff between the preparation day and the day of the event

B) Branding

The additional services related to initial branding and logo development include the following unanticipated work tasks:

- Four additional rounds of review/revision
- Developing program names and taglines
- Additional coordination and project management
- Packaging and delivery of final logos and font set to all City staff and consultant teams in a variety of formats

C) Existing Conditions Technical Background Report

The additional requested services related to initial branding and logo development include the following unanticipated work tasks:

DRAFT

- Development of a written report with chapters and narrative as opposed to a PowerPoint presentation as originally scoped

- Edits to existing conditions mapping based upon change to employment center terminology preference

- One additional round of review/revisions

- Development of executive summaries for each of the topic area chapters

- Additional coordination with subconsultants

3.3.14 Enhanced Goals and Policy Papers

A) Additional Goals and Policies Revisions.

MIG Team's Responsibility: MIG and subcontractor EPS completed four rounds of revisions to Goals and Policies for each of the nine content plan elements. This work involved defining components of the *Comprehensive Plan* (Goals, Policies, Indicators, Targets, etc) and incorporating four rounds of comments from meetings and written edits in cooperation with the Plan Element Working Groups (PEWG) and staff. Two sizes of large format (36" x 48" and 36" x 72") poster boards were created for presentation of the Goals and Policies at PEWG and Neighborhood Leadership Workshops meetings.

B) Policy Paper Re-organizations and Re-writes.

MIG Team's Responsibility: Based on comments and suggestions from City Planning Department Staff and PEWG members, MIG and subcontractor EPS are reorganizing the six policy papers to better illustrate the choices facing San Antonio as it plans for the next 25 years. A clearer link is being established between key issues identified for each paper topic and the Goals and Policies that have resulted from Task A.1 by re-ordering sections of each paper and by adding text that lays out the important trade-offs and choices that will be necessary to address the important issues facing the City. In addition, numerous case studies have been researched to identify best practices pursued by other cities and regions (see Task A.3). Selected portions of these case studies are incorporated into each policy paper to demonstrate options for San Antonio as it addresses key issues.

C) Case Studies Research and Development.

DRAFT

MIG Team's Responsibility: Six case studies have been researched to illustrate lessons learned from other cities and regions on topics including: air quality; land use and growth management; high capacity transit; drainage and flood mitigation; parks and recreation planning; and innovation and economic development. These case studies will be compiled as an appendix to each of the policy papers and, as described in Task A.2, will be used to highlight decisions, strategies, and trade-offs San Antonio should consider in response to the key issues it faces over the next 25 years.

City's Responsibility: Up to two rounds of review for draft documents. Provide consolidated and internally confirmed set of comments to the MIG Team, for each round of review.

Deliverables: The deliverables in this task include a completed Goals and Policies document for each plan element that will later be incorporated into the plan document. Note that further revisions to the Goals and Policies documents based on the ongoing place types, regional centers, and annexation efforts will be incorporated as part of this task. Additional deliverables include six revised and reorganized policy papers that incorporate excerpts from the new Case Studies appendix.

3.3.15 Additional PEWG and Steering Committee Activities

A) PEWG Summit Facilitation

MIG Team's Responsibility: These events, done in conjunction with the Plan Element Working Groups (PEWG), are an opportunity to provide detailed expert information and opinions for PEWG members on important overarching topics that have emerged from many of the PEWG meetings as key issues that overlap multiple plan elements and deserve a more in depth examination. MIG's role in the PEWG Summit(s) will include:

- Agenda development, in conjunction with City Staff and invited Subject Matter Experts;
- Facilitated discussion and Question and Answer period following the presentations;
- Large wall graphic to capture the important discussion points and questions requiring further investigation; and
- Summary document (transcription and photo reduction of wall graphic).

B) Additional Place Type Visualization and Application

MIG Team's Responsibility: MIG will design and illustrate four additional potential place types based on feedback from the first round of Neighborhood Leadership Workshops (NLW), including: Suburban

DRAFT

Shopping Mall Retrofit; Auto-oriented Strip Mall Retrofit; Industrial Site Reuse; and Business Park Infill. These four new types will be illustrated to the level of the eight place types shown at the NLW meetings and will include future detailed/zoomed in renderings illustrating public space and streetscape relationships and details.

C) Additional PEWG and Steering Committee Meetings

MIG Team's Responsibility: MIG will lead additional meetings with PEWGs and the Steering Committee to create the *Implementation Strategy* as a standalone document (separate from the *Comprehensive Plan*) that can be updated and amended on a more frequent basis. MIG will facilitate these meetings to develop the content of the *Implementation Strategy* document including Action Items, Indicators, and Targets for each of the nine content plan elements.

City's Responsibility: The City will schedule and coordinate the PEWG Summit(s), identify and invite subject matter experts to participate in the round-table discussion. The City will continue to schedule and coordinate the PEWG and Steering Committee meetings.

Deliverables: PEWG Summit agendas, facilitation, wall graphic, and summary document. Four additional Place Types and illustrations. Implementation Strategy-specific PEWG and Steering Committee meeting agendas, content development, and meeting facilitation.

3.3.16 Expanded Annexation Policy Effort

A) Annexation Literature Review and PEWG Annexation Summit

Consultant Teams' Responsibility: EPS will review relevant studies relating to annexation including the *Comprehensive Plan Initial Studies – Component 3: Fiscal Impacts of Alternative Growth Scenarios*, the *Annexation 360* program, the *Bexar County Unincorporated Area Study*, as well as other relevant Texas annexation case studies and reports. EPS will summarize this research in a PowerPoint presentation for an annexation-specific Plan Element Working Groups (PEWG) Summit and will provide a PDF of the presentation to be posted on the project website for distribution to PEWG members unable to attend the Summit.

City's Responsibility: City will provide all requested documents for Consultant's review.

B) Baseline Policy Review and PEWG Annexation Meeting #1

DRAFT

Consultant Teams' Responsibility: EPS will provide a 2-3 page memorandum assessing the City's *2013 Annexation Policies* one week prior to a PEWG Annexation Meeting #1. The memorandum will include EPS' technical assessment of the structure, language, and criteria used in the City's existing annexation policies and provide a comparison to the annexation policies of peer cities.

EPS and MIG will then present a PowerPoint summarizing the main points of the memorandum at the PEWG Annexation Meeting #1 and lead a facilitated discussion with PEWG members about possible changes to the City's annexation policy.

City's Responsibility: The City will schedule and coordinate an additional meeting of selected Plan Element Working Groups (PEWG Annexation Meeting #1). This will be one combined meeting including members of the following groups:

- Growth and City Form;
- Housing;
- Military;
- Natural Resources and Environmental Sustainability; and
- Transportation and Connectivity.

Interested members of other PEWGs will be encouraged to attend as well. Finally, the City will organize and schedule a meeting between EPS, MIG, City Staff and leadership from CPS and SAWS.

Meetings should be scheduled within "meeting windows" to allow MIG to maximize their travel budget and time.

C) Future Annexation Policies and PEWG Annexation Meeting #2

Consultant Teams' Responsibility: Using feedback from the PEWG Annexation Meeting #1 and the meetings with City and SA Tomorrow leadership, EPS and MIG will create a draft version of revised annexation policies for PEWG members to consider and evaluate during the PEWG Annexation Meeting #2. The revised policies will be provided one week prior to the scheduled meeting for PEWG members to review and will then be presented as a PowerPoint presentation to guide a facilitated discussion during the PEWG Annexation Meeting #2. This goal of this meeting will be to refine the revised annexation policies and to assess the impact of such changes on proposed goals and policies in the City's Sustainability Plan and the Comprehensive Plan goals, policies, and proposed place types.

City's Responsibility: The City will schedule and coordinate an additional meeting of selected Plan Element Working Groups (PEWG

Annexation Meeting #2). This meeting will include the same mix of PEWG members as PEWG Annexation Meeting #1.

Additionally, the City will attempt to organize and schedule a meeting between EPS, MIG, City staff, the Mayor, and the SA Tomorrow Steering Committee Tri-Chairs to discuss the City's goals and challenges related to annexation and how it should be incorporated into *Comprehensive Plan* goals and policies.

Meetings should be scheduled within "meeting windows" to allow MIG to maximize their travel budget and time.

D) Review Revised Policies, City Annexation Studies, and Current Annexation Program and PEWG Annexation Meeting #3

Consultant Teams' Responsibility: EPS and MIG will utilize feedback from PEWG Annexation Meeting #2 to further revise the proposed annexation policy changes and summarize findings from the to-be-completed annexations studies. The policy changes and summary of studies will be incorporated into a PowerPoint presentation for PEWG Annexation Meeting #3. The presentation will be available for distribution to PEWG members one week prior to the meeting. The purpose of PEWG Annexation Meeting #3 will to discuss and evaluate the current annexation strategy based on the revised policies and the to-be-completed outside annexation studies, to give direction on whether the City should continue with their current general annexation strategy (the five priority study areas identified in the *Annexation 360* study) and to give recommendations to the City on how to revise its annexation strategy and high-level direction on areas for consideration if existing areas are deemed to be not in line with new policy direction.

City's Responsibility: The City will schedule and coordinate an additional meeting of selected Plan Element Working Groups (PEWG Annexation Meeting #3). This meeting will include the same mix of PEWG members as PEWG Annexation Meetings #1 and #2. The City will also provide information, data, and draft or completed copies of the to-be-completed annexation studies two weeks prior to the PEWG Annexation Meeting #3.

E) Final Recommendations

Consultant Teams' Responsibility: Based on Plan Element Work Group discussion and recommendations, EPS and MIG will provide a PowerPoint presentation of recommended annexation policies as part of meetings for all PEWGs.

City's Responsibility: The City will organize and schedule a second meeting between EPS, MIG City staff, Mayor Taylor, and the SA Tomorrow Steering Committee Tri-Chairs to discuss the recommended annexation policies in advance of the final report. This meeting should occur in concert with the PEWG meetings schedule to allow EPS/MIG to attend meeting while in San Antonio for PEWG meetings.

F) Final Report

Consultant Teams' Responsibility: EPS and MIG will provide a 6-8 page briefing document in Microsoft Word and PDF formats. The report will:

- Summarize the approach used to incorporate Comprehensive Plan Element Working Groups into the process;
- Summarize the key issues and challenges the PEWG members identified and evaluated;
- Provide a pros and cons matrix for the revised policies;
- Provide a summary of recommended changes to the City's annexation policies;
- Provide direction on next steps for the current annexation strategy based on PEWG meetings; and
- Summarize how the revised annexation policies impact and are incorporated into the draft *Comprehensive Plan.*

Deliverables: PowerPoint presentation summarizing the findings of the review of Annexation-related studies. 2-3 page memorandum assessing the City's Annexation Policies and providing a comparison of peer-city policies. Development of agendas, content, and presentations for 3 Annexation-specific Working Group meetings, as well as facilitation of the meetings. PowerPoint presentation of recommended annexation policies. An Annexation Policy Final Report in both Microsoft Word and PDF formats.

3.3.17 Comprehensive Plan and Supplemental SA Tomorrow Documents

MIG Team's Responsibility: In addition to the web-based "E-Plan" described in Section 3.3.5 of this contract, MIG will develop a printer-friendly version of the E-Plan, an Executive Summary Report of approximately 25 to 30 pages, and a Poster Plan.

The Executive Summary Report will summarize key challenges, goals, and policies for the *Comprehensive Plan* and provide a summary of key points from each plan's *Implementation Strategy*. The Poster Plan will be designed to be very user-friendly, incorporating highlights of the three SA Tomorrow Plans (*Comprehensive Plan, Sustainability Plan,* and *Multimodal Transportation Plan)* in a very graphic format that introduces readers to the vision, key goals, and strategies of each plan.

DRAFT

Additionally, MIG will develop Spanish-language versions of the E-Plan, the printer-friendly version of the E-Plan, the Executive Summary, and the Poster Plan.

MIG will design the *Implementation Strategy* document layout and ensure it corresponds and relates to the Comprehensive Plan document. The process will include one round of revisions by the City regarding the overall design, organization, and layout of the document. Upon completion of the document, MIG will provide English and Spanish language version of both native and print-ready versions of the *Implementation Plan* to the City.

MIG will work with the City to design the layout of each printed document, and plans on two rounds of revisions for the narrative and graphic content of each. MIG will prepare print-ready files for the City to use in the future, and will coordinate with local subconsultant Ximenes & Associates to print up to 175 copies of each the Executive Summary Report and the Poster Plan.

City's Responsibility

Review and comment on drafts, printing of any full copies of the final Comprehensive Plan and any additional copies of the Executive Summary Report and Poster Plan, and distribution of all printed materials.

Deliverables: Spanish language version of the final Comprehensive Plan interactive E-Plan; Printer-friendly version of the Final Comprehensive Plan in both English and Spanish; an Executive Summary of the final Comprehensive Plan, in both English and Spanish, approximately 25-30 pages; a Poster Plan that incorporates highlights from all three SA Tomorrow plans, in both English and Spanish; up to 175 printed copies of the Executive Summary and Poster Plan documents.

3.3.18 Additional Project Management

MIG Team's Responsibility: MIG will continue to have a lead role managing the process to ensure the project remains on budget and schedule. This task accounts for MIG's project management and coordination (emails, calls, data transfers, etc.) with both City staff and the subconsultant team. MIG will participate in additional coordination calls, meetings and work sessions to ensure that the three SA Tomorrow plans are well orchestrated, that the City's resources are being leveraged to the fullest extent possible to avoid duplicative efforts, and in preparation for the expanded efforts outlined in Sections 3.3.14 through 3.3.17 of this document.

MIG will continue coordinating with VIA, SA2020 and other SA Tomorrow partners to ensure the *Comprehensive Plan* and *Implementation Strategy* coordinate as closely as possible with efforts like *Vision 2040*.

3.3.19 Expanded Public Outreach

DRAFT

Consultant Teams' Responsibility: MIG will work along with subconsultant KGBTexas of San Antonio to implement the Expanded Outreach Strategy for the *Comprehensive Plan* and *SA Tomorrow*. This strategy is designed to increase awareness of *SA Tomorrow*, garner increased media coverage, and to expand the breadth of public input to the plan process across a variety of San Antonio's communities and stakeholders.

A) Develop Expanded Public Outreach Strategy

Consultant Teams' Responsibility: Consultants will develop an enhanced public awareness, outreach, and engagement strategy for the SA Tomorrow Comprehensive Plan, and ongoing project management including budgeting, invoicing and reporting on the Public Outreach efforts. A set of draft engagement activities have been developed for the enhanced SA Tomorrow Outreach Strategy. These are presented below with specific set of steps and outcomes. The budget will describe the estimated costs associated with the outreach activities, including labor costs and estimated expenses. A process graphic will be created to ensure clear understanding of the sequence of events and timeframe. Additional outreach activities will be determined to supplement the planned activities outlined in this outreach strategy. Additional budget would need to be included as contingency to cover additional costs or additional outreach activities. To document the public engagement process and inform the development the Comprehensive Plan, key findings and concerns from every engagement platform will be detailed and synthesized. The Findings Report will include appendices to compile background information and raw results.

City's Responsibility: Review and comment on draft strategy and related documents; any necessary printing and distribution of documents.

Deliverables: Outreach Strategy including activities, sub-activities, roles, deliverables, target audiences, and estimated costs; Outreach budget by activity, including labor and expense estimates; An 11x17 color graphic with a timeline, activities, and milestones; Additional outreach activities may be planned, as needed; Draft outreach report, raw results appendices, and Final Outreach Report.

B) Promotional Campaigns

Consultant Teams' Responsibility: Organic posts on SA Tomorrow's Facebook and Twitter pages will be developed (that reach people who have liked or follow SA Tomorrow), as well as a campaign of paid promoted posts that reach everyone who uses those platforms. Instagram will be used for a very interactive campaign. San Antonio residents will

DRAFT

find SA Tomorrow messages when they use social media on their desktop, laptop or mobile phone.

The social media campaign will coincide with Comprehensive Plan meetings and events, and will include a final round of promotions to promote the final SA Tomorrow document and events, including the key recommendations of the plan.

Specific Facebook posts will be targeted by age and by interest to deliver specific messages to those demographics. Posts will be made in Spanish as well. The Facebook campaign will be visual and inspirational to encourage sharing and liking, creating a community conversation.

The Instagram platform is visually based. An interactive Instagram campaign that asks people to take photos will be developed—requesting their favorite SA location, activity, or type of architecture or urban space—and post them (cross platforms means that Instagram posts are also shared on Facebook). We will also coordinate with the "buzz worthy" events developed by the members of the CPAG by having people take and post photos during the events. The key resonance in this campaign will be to highlight the emotional link between SA Tomorrow and the future livelihood of San Antonio, particularly for children.

A billboard ad will be developed to be highly engaging, creative, colorful, and accessible. Branding will make the connection the SA Tomorrow project identity clear and will serve to ultimately raise awareness of SA Tomorrow and drive people to the website to learn more and provide input or comments.

To implement the billboard ad campaign, media space will be purchased in key areas throughout San Antonio. These areas can vary but could potentially be the 13 employment centers or other locations suggested by City staff. In addition, transit agencies and/or other public agencies will be explored about the use of bus shelter ad space or other free or low-cost ad space.

A radio ad will be developed and implemented for both English and Spanish speaking audiences. To keep within budget, a "pulse strategy" will be pursued whereby only three weeks of radio ad time will be purchased. The three non-sequential weeks will be coordinated with the outreach weeks and events described below, and will run concurrently with the billboard ad described above.

City's Responsibility

DRAFT

Review and comment on draft documents, messaging, design, and advertisements. Determine preferred locations for the Billboard Campaign.

Deliverables: Social Media Approach and 3 Rounds of social media promotion; List of target Facebook audiences by age, demographic, or activities and a series of bilingual paid promotional Facebook postings; Instagram campaign with postings in coordination with specific events, and Photographs and images garnered through the campaign; Complete graphics for billboard campaign with geographic distribution strategy and media buys; Radio ad development, translation, distribution strategy, and media buys.

C) Public Awareness Campaign

Consultant Teams' Responsibility: A bilingual outreach card will be developed as a small but agile tool to quickly begin raising community awareness of SA Tomorrow. The outreach card will contain 2-3 key questions that act as very brief and high level "teaser" survey. The outreach card will also contain a succinct description of SA Tomorrow and the website link. The printing and distribution will be managed by CoSA staff. To gain high participation, a raffle will be integrated as part of the outreach card.

A 2-3 minute animated and narrated presentation about SA Tomorrow will be developed for presentation at community meetings, for use by partners in presentation, and for inclusion on the website and social media. The presentation will convey the "story" of SA Tomorrow by visualizing potential development types in contrast to existing conditions. Beyond a typical PowerPoint, the animated presentation will focus heavily on the visual and graphic aspects, and will rely on maps and graphic materials created as part of the planning process. The animated presentation will be integrated into the website and will be viewed and accessed like a video.

Graphic-rich email notifications (e-Blasts) will be used as a relatively simple and cost-effective tool for disseminating project information to large groups of people. The City will provide a list of email addresses for people that may be interested in the project. The Consultant Teams will develop an email template with graphics and branding to be disseminated through Constant Contact, a mass email manager. Once the template is created, MIG will prepare and can schedule email updates to maintain interest in the project and generate participation.
The primary function of email notifications will be to:

- Encourage participation and awareness in the SA Tomorrow planning process;

DRAFT

- Provide advance notice, invitations and reminders to Community Based Organizations (CBOs), residents, and stakeholders regarding engagement opportunities;
- Solicit feedback on draft documents or policy concepts;
- Announce the release of milestone documents and share links to materials.

An 11 x 17 poster infographic will be developed on a monthly basis, for three months, by leveraging as much material developed from the Comprehensive Planning process as possible. The first will focus on trends that need to be addressed; the second will focus on place types and accommodating growth; and, the third will focus on high level plan recommendations.

A reusable shopping bag and/or other similar giveaways will be produced with a prominent SA Tomorrow logo and web address. These are useful as "swag" handouts at community meetings, events, or conferences. These shopping bags in particular have the benefit of being useful, long lasting, and intended as a sustainable alternative to plastic disposable bags. In addition, they are low cost to produce provide free brand promotion of the SA Tomorrow brand.

The Public Awareness Campaign will be designed to position the SA Tomorrow Plan as a solution to daily problems. The challenge facing SA Tomorrow is to make the plan relevant to all San Antonio residents. The solution is to communicate the plan in a way that solves the complex policy issues facing the city while personalizing the results on an individual basis.

MIG and KGB Texas will use knowledge and insights gained during the planning process to produce key messages that will resonate with the general public, boosting awareness and positive perception about SA Tomorrow.

KGB Texas will generate earned media by crafting engaging stories from the content in the SA Tomorrow draft comprehensive plan, humanizing the plan and creating earned media opportunities that will build buzz. This will be accomplished by generating story ideas that profile involvement from working group members to tell their personal stories regarding their involvement. The earned media campaign will drive media attendance to key events. KGB Texas will conduct an Editorial Board meeting with the San Antonio Express-News, focused on the need for sustainable growth; and will develop a Public Relations event to help residents visualize what 1.1 million new people in San Antonio would mean to the area. Public spaces will be utilized, which could serve as a major photo opportunity for the media and will help residents visually see

DRAFT

the potential impact of the projected growth. This Public Relations event could also drive traffic to the website and comment map.

Op-eds and letters to the editor are a great way to share information to stakeholders from third party advocates. KGB Texas will draft stories from the Tri-Chairs, Plan Element Working Group Leaders, young professionals, leaders from various professional groups and trade associations and elected officials.

City's Responsibility: Review and comment on draft documents, messaging, design, and materials. Compile list of email addresses for e-Blast campaign.

Deliverables: ½ page, color, outreach card in English; ½ page, color, outreach card in Spanish; Tabloid-size, bilingual, color poster; Raffle and prize coordination. Narrated and animated presentation in English; Narrated and animated presentation in Spanish; Storyline arc and narrative; Translation of narrative. E-blast template in English and Spanish; Approximately 10 updates to e-blast template with logistical details; Approximately 10 emails. Set of unique infographics for use on poster; 3 posters, laid out and formatted in ready-to-print PDF; Native files. 3000 SA Tomorrow Swag Bags. Public Relations Protocol and Messaging Brief. Story ideas; Media contact to events; Editorial Board Meeting San Antonio Express; Public Relations Event. 10 Op-ed pieces in draft for review; 10 published Op-ed pieces.

D) Public Outreach

Consultant Teams' Responsibility: Using existing materials and content from SA Tomorrow's planning process, a four-page, graphically-rich, Community Guide will be developed to convey high level facts and figures about SA Tomorrow. The SA Tomorrow Community Guide will contain minimal technical information to be accessible to the public. The intent of the community guide will be primarily informative, but will also highlight participation in the planning process and will be visionary, compelling, inspiring, and exciting. The SA Tomorrow Community Guide will be made into a single bilingual booklet.

The existing SA Tomorrow website will be enhanced to serve as the outreach information center for the Comprehensive Plan. Specifically, the development typologies tab will be developed and integrated with the Employment Centers map. The development typologies tab will additionally feature a comment function for direct input by participants. Also, as a key focal point of the outreach, the existing website will serve as the central repository for promotional and informational materials developed for SA Tomorrow including, for example, the outreach card,

DRAFT

surveys and other activities, flyers, e-Blasts, and the community guide. Lastly, all materials related to the final Comprehensive Plan will be made available for download via the website.

Informal reconnaissance interviews will take place in person and by telephone. Interviewees will be individuals recommended by city staff as leaders or representatives of specific constituencies and/or Community Based Organizations (CBOs). Purposefully brief, the interviews will inquire about any additional ideas for good ways to reach San Antonio residents about local/community organizations or events in early 2016 that could serve as engagement platforms for people who might not ordinarily hear about SA Tomorrow. In addition, interviewees will be provided with links to the project website, to the comment map, and other input points.

City Council member offices will be contacted about integrating SA Tomorrow information and/or promotional events into their district outreach. Newsletter briefings will be developed and provided to city council member offices that will include links to the project website, to the comment map, and other input points.

Churches will be contacted for integrating SA Tomorrow materials into their weekly newsletter or bulletins. As central institutions in communities, churches are often a key source of information for many families. Large churches in each council district will be contacted about integrating general SA Tomorrow project information and/or upcoming events. Newsletter briefings will be developed and provided to churches that will include links to the project website, to the comment map, and other input points.

City's Responsibility: Review and comment on draft documents, messaging, design, and materials. Compile potential list of interviewees. All printing and distribution of the SA Tomorrow Community Guide to libraries, senior centers, and other city departments and civic buildings.

Deliverables: 4 page bilingual Community Guide in ready-for-print PDF and native file; Images and graphics; Text and translation. Uploading of materials to website; Development Typologies pages update; and Development of online activities. 5 informal interviews; Leads on outreach avenues. Briefing to council member offices. Briefing to churches.

E) Public Engagement Activities

Consultant Teams' Responsibility: A digital briefing packet will be compiled from all available materials and placed on thumb drives for use by staff and other select project representatives to lead participatory

DRAFT

sessions with community groups, organizations and individual citizens. The digital briefing packet will be a supplemental method for reaching out to residents that are unable to or unlikely to attend a community workshop, including hard-to-reach populations. These can be used in a variety of settings, such as regular meetings of community organizations or at a gathering of interested neighbors.

In-person community engagement events will take place over 3-day visits to San Antonio by two MIG staff members in collaboration with KGB Texas. Each outreach visit will consist of a series of events or meetings per day (likely 2-3 events per day) where the SA Tomorrow message can be taken and where feedback can be gathered from community members. Some will be stand-alone SA Tomorrow events; others will be existing events where the SA Tomorrow team becomes part of the agenda. Many possibilities exist depending on availability in the community, but the outreach visit events are envisioned to include:

- Workshops for community based organizations
- Briefings at neighborhood or community associations and coalitions meetings
- Events with city council member offices
- Booths or tables at churches, after services
- Small group meetings with civic groups
- Integration at existing community and public events
- Pop-up events at malls or other public spaces

Partners will play a co-hosting role in the SA Tomorrow community engagement events during the Outreach Weeks. Primary collaboration activities will include use of a facility as a venue for the event and recruiting participation among their constituents and among the general public within the district. These events will be planned to be highly engaging, creative, interactive, and fun. Coordination with City Council members and other district leaders would take place to incorporate a promotional and functional role for them.

Efforts will be made to distribute events throughout the ten city council districts to the extent practical. In collaboration with City staff, City Council member offices, and Working and Advisory group members, organizations and individuals will be identified as potential partners for each event. Contact will be made with leaders to form partnerships, to clarify roles and responsibilities, and expectations.

The Consultant Teams will lead planning of three intense and event-filled Outreach Weeks. The short time frame will require detailed logistical coordination with city and consultant staff and with partner groups. Multiple events per day will be coordinated over the course of each day, over the course of single week or weekend. This approach will maximize

DRAFT

on travel time by consultant staff since the events will take place in the course of 3 non-sequential weeks. This approach of packing in events in a short space also helps to generate momentum and "buzz" across the city.

A general outline will be developed for all events. From that general outline, unique agendas will be developed for each event to account for specific issues, conditions, or speakers.

A set of engaging yet informative participant activities will be developed for use during the Outreach Week events. The overarching purpose of the activities will be raise awareness of the issues and policies developed during the SA Tomorrow process and to serve as a basis of group conversation. The participant activities can include games and activities that would be adapted to include specific images, policies, or issues related to SA Tomorrow. To further entice participation, the activities will incorporate raffles and prizes.

Activity boards and supportive sheets will be produced for use during participant activities. These boards help focus group feedback, and will use existing graphics, maps, and other available content developed as part of the SA Tomorrow planning process. The purpose of the activity posters will be to engage and solicit high level input during public events. Boards will be translated as necessary.

Coordination with partners will take place to promote the community event and to recruit participants. CBO's will be supported in their recruitment efforts through methods most effective for them through use of e-Blasts or flyers.

In-person outreach events will be managed and facilitated on site by consultant staff members. This role will include coordination with partners, set up/take down meeting space, facilitation of large and small group discussions, activities, and other games or raffles.

City's Responsibility: Review and comment on draft documents, messaging, design, and materials. Collaboration with Consultants and other SA Tomorrow participants to identify potential event partners.

Deliverables: List of materials to include in the Briefing Packet uploaded to a shared drive. Outreach Visits Protocol. List of Partners and Proposed Events. Specific Schedule and Sequence of Events. Event agenda and structure. Participant Activities. Collateral and printed materials in support of participant activities. Emails and flyers for recruitment. Attendance Sheets; Comment Cards; Summary of input and participation.

DRAFT

3.4 The following shall apply to all tasks specified in Article III. Scope of Services.

3.4.1 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3.4.2 Consultant shall have a reasonable right to rely upon the accuracy and completeness of information provided by the City.

3.4.3 Consultant shall not be responsible for delays in meeting deliverable deadlines that may result due to causes beyond Consultant's reasonable control, provided Consultant notifies City in writing at least fifteen (15) days prior to any such deadline. The City may authorize additional calendar days or make adjustments to the Task schedule and related deliverables, within the existing scope of this Agreement, upon mutual Agreement in writing, between the Director and Consultant, as to the reasonableness of said additional time or adjustment.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed $1,171,909.88 as total compensation under this contract. The amount of the Original Amended Contract is amended from $546,000.00 to $1,171,909.88 to include $625,909.88 compensation for the amended Scope of Services herein.

4.2 Invoices shall be submitted monthly for work performed. Invoice shall be accompanied by progress report of accomplishments and work products within the period. If progress is satisfactory within each invoice period, according to work plan, payment will be issued.

4.3 Consultant shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and upon approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Department of Planning & Community Development, Attention: Rudy Nino, P.O. Box 839966, San Antonio, Texas 78283-3966.

DRAFT

4.4 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing in accordance with Article XVI. Amendments.

4.5 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

5.3 City shall own all right, title and interest in all intellectual property delivered by the Consultant under this Agreement, including, without limitation, all text, drawings, graphs, tables, photographs, illustrations and other content in fulfillment of this Agreement and related documentation developed by the Consultant for the City (collectively, "Work Product"). All such Work Product shall be considered "Works Made for Hire" (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of City. Consultant hereby assigns to City for no additional consideration, all worldwide right, title, and interest that it may possess in such Work Product including, but not limited to, all intellectual property rights thereto and Consultant shall execute such further assurances evidencing such assignment as City may require from time to time. Upon request, Consultant will take such steps as are reasonably necessary to enable City, at City's cost and expense, to carry out the intent of the above assignment and to record such assignment.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and

DRAFT

completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return the documents to City at Consultant's expense prior to or at the conclusion of the retention period. In such event, Consultant may retain a copy of the documents.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

DRAFT

7.3.2 Bankruptcy or selling substantially all of company's assets.

7.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such 30 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 consultant 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 consultant against Consultant'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.

7.4.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA.

7.4.2 Failing to perform or failing to comply with any covenant herein required.

7.4.3 Performing unsatisfactorily.

7.5 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.

7.6 Regardless of how this Agreement is terminated, Consultant shall effect 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 Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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 Consultant 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 Consultant of any and all right or claims to collect moneys that

DRAFT

Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

7.9 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 Consultant for any default hereunder or other action.

VIII. 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:
Rudy Nino
City of San Antonio
Department of Planning & Community Development
PO Box 839966
San Antonio, Texas 78283

If intended for Consultant, to:
Daniel Iacofano
CEO/Principal
MIG, Inc.
421 Sixth Street # 1
San Antonio, Texas 78215

IX. FORCE MAJEURE

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

DRAFT

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Planning & Community Development, which shall be clearly labeled "Comprehensive Plan Consulting Services Phase II" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Planning & Community Development. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000

DRAFT

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the professional services	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

10.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. Consultant shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Rudy Nino
Department of Planning & Community Development
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability ~~policies~~policies;

DRAFT

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

10.11 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 **CONSULTANT 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**

DRAFT

indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT 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.

11.2 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. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. 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.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, 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 CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

DRAFT

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant 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 Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon that Consultant intends to use the following subcontractors in the performance of this Agreement: Parsons Brinckerhoff, Economic & Planning Systems (EPS), Ximenes & Associates, Inc., and KGB Texas. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall require written approval by the City Manager or her designee in accordance with Article XVI. Amendments, prior to the provision of any services by said subcontractor.

12.3 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 Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, 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 City Manager or her designee.

12.4 Except as otherwise stated herein, Consultant 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 City Manager, in accordance with the section and Article XVI. Amendments. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

12.5 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 Consultant 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 Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

DRAFT

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant 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 "respondeat superior" shall not apply as between City and Consultant, 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 Consultant. 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 Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns

DRAFT

a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are <u>not</u> commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

DRAFT

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

DRAFT

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

DRAFT

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop

DRAFT

or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each

DRAFT

Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

C. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

DRAFT

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and

DRAFT

each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

D. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

E. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or

DRAFT

other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

F. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

G. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

DRAFT

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

XV. CONFLICT OF INTEREST

15.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the 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 the 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.

15.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

DRAFT

16.1 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 Consultant and approved by the San Antonio City Council by passage of an ordinance therefore.

16.2 Notwithstanding, the subsection above, the City Manager or her designee may authorize the following amendments, in writing and executed by both the City and Consultant, without further action by the San Antonio City Council:

16.2.1 An extension of the term of this Agreement for a period of up to six months, in accordance with Article II. Term;

16.2.2 An addition, deletion, or substitution of a subconsultant, in accordance with Article XII. Assignment and Subcontracting; and/or;

16.2.3 An amendment or extension that will cause the amendment expenditure to be no more than $50,000. Any such amendment shall be subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

XVII. 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 the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto 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 herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the 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.

XVIII. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

DRAFT

19.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

19.2 All agreements in excess of $150,000. Consultant shall comply with all applicable 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. Consultant agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Consultant agrees to include these requirements in each subcontract to this Agreement exceeding $150,000 financed in whole or in part with federal funds.

19.3 Agreement is funded with federal money.

19.3.1 Consultant shall 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. Consultant agrees to include within its subcontracts a requirement that its subconsultant comply with this provision.

19.3.2 Consultant has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Consultant applied for or bid for an award exceeding $100,000.00 from the City.

XX. 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 City Council, as described in Article XVI. Amendments. 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.

DRAFT

XXI. LAW APPLICABLE

21.1 **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.**

21.2 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.

XXII. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. [Reserved]

DRAFT

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. 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, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO	**CONSULTANT** MIG, Inc.
_____ *(Signature)*	_____ *(Signature)*
Printed Name: _____ Title: _____ Date: _____	Printed Name: _____ Title: _____ Date: _____

Approved as to Form:

_____
Assistant City Attorney

DRAFT