

**CITY OF SAN ANTONIO**  
**INTERDEPARTMENTAL MEMORANDUM**  
**DEPARTMENT OF COMMUNITY INITIATIVES**

**CONSENT AGENDA**  
**ITEM NO. 17**

**TO:** Mayor and City Council

**FROM:** Dennis J. Campa, Director, Department of Community Initiatives

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Frances A. Gonzalez, Assistant City Manager; City Attorney's Office; Finance Department; Office of Management and Budget; File

**SUBJECT:** Ordinance Authorizing a Contract with the National Economic Development & Law Center for Consulting Services

**DATE:** August 19, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of a contract for the reimbursement of expenses and consulting services performed by the Department of Community Initiatives to organize and facilitate focus group meetings with Individual Development Account (IDA) participants for the National Economic Development and Law Center, acceptance of payment of \$2,282 in connection with the contract and approval of a budget.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The National Economic Development and Law Center (NEDLC) was desirous of determining the saving patterns of low-income Latinos and the motivators needed by them to stimulate participation in the IDA Program. Because of its extensive outreach into the community and its knowledge of the IDA program, the NEDLC requested that the Department of Community Initiatives facilitate two focus groups of San Antonio IDA participants in order to provide them with information relevant to their project.

DCI organized and successfully facilitated the conduct of two focus group meetings during the period of June 15 – July 5, 2004 and provided the NEDLC with significant information related to participation factors and challenges in an IDA program. The NEDLC has committed to sharing the results of their study with DCI when the final report is released in the fall of 2004.

**POLICY ANALYSIS**

This ordinance supports the City's core issue of Human Development by providing a service to the community that will ultimately benefit participants in the IDA program. It also continues current city policy to make a concerted effort to promote the financial literacy of residents by providing them with opportunities to become a first time homeowner or to enroll in higher education through the IDA program.

## **FISCAL ANALYSIS**

This ordinance authorizes the receipt of \$2,282, of which \$282 is for reimbursement of snacks purchased by DCI for participants of the focus groups and \$2,000 that will be used to support DCI's Family Economic Security initiatives. There is no General Fund commitment required by this Ordinance.

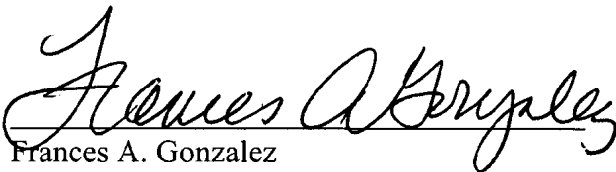
## **COORDINATION**

The Department of Community Initiatives has coordinated with the City Attorney's Office and the Finance Department.


## **SUPPLEMENTARY COMMENTS**

Provisions of the Ethics Ordinance do not apply.

  
Dennis J. Campa, Director  
Department of Community Initiatives

  
Frances A. Gonzalez  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager

## **CONSULTANT CONTRACT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2004 by and between the NATIONAL ECONOMIC DEVELOPMENT AND LAW CENTER (the "CENTER") and the City of San Antonio (the "CONSULTANT") acting by and through its Director of Community Initiatives pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_. It is executed in consideration of the mutual promises of the parties, who agree as follows:

### **Article I - Statement of Work**

A. The CENTER from time to time has need of expertise in certain areas, and the CONSULTANT has such expertise. Attached to this Agreement is a description of the work to be performed under that portion of the CENTER's grants which so call upon this expertise. Said Attachment is affixed hereto and incorporated herein as Attachment I. Within the period of performance stated in Article II below, the CONSULTANT agrees to satisfactorily perform the tasks and responsibilities described in said Attachment. It is understood that such services may involve travel which the CONSULTANT agrees to undertake.

B. The CONSULTANT shall provide services under the supervision of a Consultant Supervisor assigned by the CENTER. The Consultant Supervisor for this contract is: Anouk Shambrook.

### **Article II - Period of Performance**

The services specified in Article I are to be performed between \_\_\_\_\_, 2004 and \_\_\_\_\_, 2004. This time period may be altered by mutual written agreement of each party.

### **Article III - Status Report**

In carrying out the services described in Article I, the CONSULTANT shall provide a brief verbal report on work completed during each weekly period and work underway and projected for the forthcoming week period.

#### Article IV - Payment of Fees and Reimbursement

A. For performance of the services specified above and within the time period so described, the CENTER shall pay CONSULTANT \$2,000.00 as specified in Attachment I. The CENTER reserves the right to decrease the maximum payment in order to keep total costs under its grants within the grant budget. Prior to being reimbursed by CENTER for any expenses, CONSULTANT shall obtain written approval for the reimbursement from the Consultant Supervisor.

B. All expenditures must be documented with receipts or a detailed statement of costs for those items for which a receipt may not be needed or available, according to the prevailing CENTER policy.

#### Article V - Billing and Payment

A. The CONSULTANT shall submit invoices promptly, no later than two weeks from the date of service. The CONSULTANT'S invoice should indicate the following information:

- Project Name
- Consultant Supervisor
- Detailed description of work performed
- Period (dates) and number of hours worked
- Related expenses (if any)

No advances of fees, travel or other expenses shall be given.

B. All invoices shall be sent to the attention of: Accounts Payable – Projects. All approved invoices shall be processed and scheduled for payment approximately 30 days from the date of the CONSULTANT'S invoice or the date the invoice was received, whichever is later. The CENTER reserves the right to delay processing of the CONSULTANT'S invoice if documentation is incomplete or incorrect. Approval of any portion of an invoice may be withheld pending written confirmation from the party assisted that CONSULTANT'S work was performed in a satisfactory manner.

#### Article VI - Special Provisions

A. The CONSULTANT shall provide its own office space.

B. The CONSULTANT agrees not to discriminate in hiring and employment practices against any person regardless of race, creed, color, sex, national origin, age, physical or mental handicap, or on any other grounds prohibited by law or regulation, for any position for which employee or applicant for employment is qualified.

C. This Agreement can be terminated without fault of either party on at least seven (7) days' written notice. CONSULTANT shall be entitled to payment for work satisfactorily completed prior to termination in an amount agreed upon by the parties.

D. The CONSULTANT shall perform services pursuant to this Contract as an independent CONSULTANT and not as an agent or employee of CENTER. The CONSULTANT shall be responsible for all taxes and other payments, and all reporting requirements, for the personnel that it utilizes in the performance of its services.

E. The CONSULTANT shall not assign, subcontract, or transfer its interest in this Agreement or the work thereunder without CENTER'S prior written consent.

F. All work products developed by CONSULTANT pursuant to this Agreement shall be the property of CENTER, and CENTER shall hold all copyrights thereon, if any.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

H. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and supersedes all prior written or oral agreements or understandings in respect thereof. No change, modification, or waiver of any provision shall be valid unless in writing and signed by both parties.

I. The CONSULTANT may act for and render consultant services to other persons during the term of this Agreement, provided that such other services do not relate to matters that may be confidential or directly competitive or adverse to the CENTER.



ATTACHMENT I  
Scope of Services

Consultant would be paid \$2000.00 total upon successfully completing the following tasks.

**1<sup>st</sup> Focus Group: on the IDA Participants to occur on June 30<sup>th</sup> 2004:**

1. Provide a facilitator.
2. Provide a Notetaker who can type up notes and e-mail them to NEDLC.
3. Recruit participants. Verify that participant screening questionnaires are completed in full by all participants.
4. Screen participants based on selection criteria.
5. Guarantee a focus group composed of 9-12 participants who as a group meet 100% of the criteria listed below:
  - Someone who has had or presently has an individual development account for at least 6 months, preferably for over 2 years.
  - At least two people who have purchased an asset already
  - Minimum 18 years old, maximum 60 years old
  - At least 40% female and at least 40% male
  - Household: Only one representative from each household.
  - Residence: within 30 miles of San Antonio TX (or edit as appropriate)
  - Language skills: all participants must be able to read, speak, and understand English
  - All participants must be present for the entire focus group session.
6. Submit preliminary list of participants 4 days prior to event and a *confirmed* list of participants who have completed screening questionnaires and meet the above criteria 2 days prior to focus group.
7. Phone participants the day before focus group to remind them of event and confirm they are coming.
8. Identify and reserve facility. Set up chairs in room in circle.
9. Provide snacks at least 20 minutes prior to focus group start time. Upon submitting receipts for the cost of the food, Consultant will be reimbursed for this cost up to

\$50.00.

10. Greet participants as they arrive. Check sign-in list for participants the day of the focus group. If more than 12 people show, have next 5 people sign list to receive stipend of \$25.00 (provided by NEDLC) and let them know they will not be participating in focus group. At end of focus group, have participants sign list to receive \$50.00 stipends (provided by NEDLC). Give sign-in sheet and completed participant questionnaires to NEDLC representative.

**2<sup>nd</sup> Focus Group: on the Saving Patterns of low-income Latinos  
to occur on July 1<sup>st</sup> 2004:**

1. Provide a **facilitator** of the same race / ethnicity as the focus group who has experience running focus groups and who is **bilingual in English and Spanish**. If there is nobody in the organization with this experience, find someone whom you could hire for the focus group and with whom we would meet prior to the group to provide an orientation session. If we needed to pay a consultant who did not work for the organization, the amount we paid the organization would decrease by that amount that we paid the consultant.

2. Provide a translator who can translate from Spanish into English as people are speaking.

3. Provide a Notetaker who can type up notes and e-mail them to NEDLC.

4. Recruit participants. Coordinate recruitment efforts. Hand out participant screening questionnaire.

5. Screen participants based on selection criteria. Verify that participant screening questionnaires are completed in full by all selected participants.

6. Guarantee a focus group composed of 9-12 participants who as a group meet 100% of the criteria listed below:

- Race: Latino.
- Employment status: Participants **must** be employed either part or full-time.
- Income: Participants must earn less than 80% of Area Mean Income. Generally, most people we have recruited have earned far less than this. I can assist you in retrieving this information if you do not have it for your area.
- Financial education: Participants may **not** have attended any classes or formal training sessions on money management, buying a home, starting a business, or writing a budget.
- Age: Please include people between the age of 25 and 90. Ideally, it would be



great if the group consisted of a wide range of ages.

- Education: Maximum of one person per focus group with any kind of college degree.
- Household: Only one representative from each household.
- Residence: Please define the geographic area from which your participants come from (for example within 30 miles of Manhattan, NY)
- All participants must be present for the entire focus group session.

7. Submit *confirmed* list and completed screening questionnaires of guaranteed participants 3 days prior to focus group.

8. Phone participants the day before focus group to remind them of event and confirm they are coming.

9. Identify and reserve facility. Set up chairs in room in circle.

10. Provide double sided name tents for each participant so facilitator can easily identify people's names. Provide sign-in list for participants.

11. Provide snacks at least 20 minutes prior to focus group start time. Upon submitting receipts for the cost of the food, Consultant will be reimbursed for this cost up to \$50.00.

12. Greet participants as they arrive. Check sign-in list for participants the day of the focus group. If more than 12 people show, have next 5 people sign list to receive stipend of \$25.00 (provided by NEDLC) and let them know they will not be participating in focus group. At end of focus group, have participants sign list to receive \$50.00 stipends (provided by NEDLC). Give sign-in sheet and completed participant questionnaires to NEDLC representative.