

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to the Professional Services Agreement (the “Second Amendment”) is effective as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City” or “Grantee”), and Root Policy Research Inc, Data Universal Number System (DUNS) number 055706578, a Colorado S corporation (“Provider”); collectively, the City and Provider will be referred to as the “Parties”).

RECITALS

WHEREAS, on February 3, 2020, the City and Provider entered into a Professional Services Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (50 pages);

WHEREAS, on August 10, 2020, the City and Provider entered into the First Amendment to the Original Agreement (the “First Amendment”) in order to expand the term of the Original Agreement and to increase the compensation to be paid to Provider (a copy of the First Amendment is attached as “Exhibit B”); and

WHEREAS, the City and Provider desire to enter into this Second Amendment in order to expand the term of the Parties’ agreement and to increase the compensation to be paid by the City to the Provider because the Provider has agreed to expand its scope of work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge the parties agree as follows:

AGREEMENT

1. Section 1 of the First Amendment, which amended Section 2 of the Original Agreement, shall be deleted in its entirety and replaced with the following language:

2. Term

This Agreement shall commence on the Effective Date and will continue to be in effect until January 31, 2021 to allow for completion and submittal of the 2020-2024 Consolidated Plan and the Second Covid Amendment to the 19/20 Covid Action Plan, and to allow for Provider to complete the expanded scope of its Services as detailed below, unless earlier terminated in accordance with the terms herein.

Provider’s Additional Services Under this Second Amendment

- Assist City staff in the development of CDBG and ESG strategies, goals, and priorities with City staff;
- Complete 2019 Action Plan Amendment, including library reallocation to ARR and CDBG-CV activities and submission to HUD;
- Assist with reprogram of 2020/2021 library activity and 2020/2021 action plan amendment and submission to HUD;

- ESG-CV2 allocation and 2019/2020 action plan amendment submission to HUD;
- Assist with CDBG-CV3 allocation and associated action plan amendment and submission to HUD;
- Assist with setting up and scheduling public hearings and comment periods; and
- IDIS data entry for changes and amendments to action plans.

All Services shall be completed by the end of the Term.

2. Section 2 of the First Amendment, which amended Section 3 of the Original Agreement, shall be deleted in its entirety and replaced with the following language:

3. Compensation

Provider will provide the Services for a not to exceed amount of Sixty-Nine Thousand Seven Hundred Eight Dollars (\$69,708) which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billing will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

3. General Provisions:

- a. *Nevada and City Law.* The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of the Original Agreement, the First Amendment, and this Second Amendment, without regard to conflicts of law.
- b. *Assignment.* Neither party shall assign the Original Agreement, the First Amendment, or this Second Amendment without the prior written consent of the other party.
- c. *Entire Agreement/No Modifications.* This Second Amendment, the First Amendment, and the Original Agreement constitute the entire agreement between the Parties and supersede all prior representations, agreements, and understandings of the Parties. No addition to or modification of the Agreement shall be binding unless executed in writing by the Parties.
- d. *Counterparts.* This Second Amendment may be executed in counterparts.
- e. *No Joint Venture.* This Second Amendment, the First Amendment, and the Original Agreement are not intended to create, and shall not be deemed to create,

any relationship between the Parties hereto other than that of independent entities, contracting with each other solely for the purpose of effecting the provisions of this Second Amendment, the First Amendment, and the Original Agreement. Neither party shall be construed to be an agent, employer, representative, or joint venturer of the other.

- f. *Controlling Agreement.* To the extent there is a conflict between the terms of this Second Amendment and the terms of the Original Agreement or the First Amendment, the terms of this Second Amendment shall control. Any terms capitalized in this Second Amendment that are not defined herein shall have the meanings noted in the Original Agreement.
4. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Original Agreement and the First Amendment.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Provider have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Root Policy Research, Inc.
a Colorado S corporation

By: _____
John J. Lee
Mayor

By: _____
Heidi Aggeler,
Managing Director

Attest:

By: _____
Catherine Raynor, MMC
City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore
City Attorney

Exhibit A

(See attached pages)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into as of February 03, 2020 (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the “City”) and Root Policy Research, a Colorado S Corporation (“Provider”).

WITNESSETH:

WHEREAS, the City desires to develop a 2020-2024 Consolidated Plan and 2020 Annual Action Plan as required by the Department of Housing & Urban Development (HUD), as more particularly described in Exhibit A (the “Services”); and

WHEREAS, the City per NRS 332.039 (c) has solicited three quotes for this work, two companies failed to respond so the Provider was selected as the responsive and responsible respondent.

WHEREAS, Provider has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. **Scope of Services**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Service must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

2. **Term**

This Agreement shall commence on the Effective Date and will continue to be in effect until June 30, 2020 or when the 2020-2024 Consolidated Plan and 2020 Annual Action Plan is complete as determined by the City in its sole and complete discretion, whichever is later, unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

3. **Compensation**

Provider will provide the Services for an estimated total of Thirty Eight Thousand Five Hundred and Thirty Five dollars (\$38,535) which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billing will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

4. **Termination or Suspension of Services**

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Service shall be extended by the amount of time such performance was suspended.

5. **Provider Representations and Warranties**

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing S Corporation and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power and authority to enter in to this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplies, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a

manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorney's fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statues of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of the Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the city the right to satisfy itself with the quality of the Services performed by the Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. **Confidentiality**

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as otherwise required by law.

8.2 The City reserves the right to refuse to allow any of Provider's employees, agents, or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

9. **Insurance**

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1 Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2 Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.3 Automobile Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.4 Professional Liability (errors and omissions) insurance to include coverage for the Services contemplated in this Agreement and any errors or omissions of Provider and its professional staff in connection with this Agreement. The following amounts are minimum limits for the requisite Professional Liability insurance and could be increased to be commensurate with the Services:

Each Claim:	\$1,000,000.00
Annual Aggregate:	\$2,000,000.00

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City;

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. **Notices**

Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Rick Damian: Manager
Housing and Neighborhood Services
2250 Las Vegas Blvd., North, Suite 208
North Las Vegas, Nevada 89030
Phone: 702-633-2612
damianr@cityofnorthlasvegas.com

To Provider: Root Policy Research
6740 E Colfax Ave
Denver, CO 80220
Attention: Heidi Aggeler
heidi@rootpolicy.com
970.880.1415
www.rootpolicy.com

Either party may, at any time and from time to time, change its address by written notice to the other.

11. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

12. **Miscellaneous**

12.1 Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

12.2 Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

12.3 Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

12.4 Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

12.5 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

12.6 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

12.7 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including without limitation, damages based on delay, loss of use, lost revenues, or lost profits. This section survives default, expiration, or termination of this Agreement.

12.8 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

12.9 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venture of the other and neither party shall have the power to bind the other by virtue of this Agreement.

12.10 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

12.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the city and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

12.12 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

12.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

12.4 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

12.6 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Root Policy Research

By: 
Heidi Aggeler, Managing Director

ATTEST:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to from:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A



ROOT POLICY
R E S E A R C H

6740 E Colfax Ave
Denver, CO 80220
www.rootpolicy.com
Contact: Heidi Aggeler
heidi@rootpolicy.com
970.880.1415

CITY OF NORTH LAS VEGAS 2020 TO 2024 CONSOLIDATED PLAN AND 2020 ANNUAL ACTION PLAN

PREPARED FOR:

City of North Las Vegas
Housing & Neighborhood Services Division
2250 Las Vegas Boulevard, North, Suite #208
North Las Vegas, Nevada 89030

CREATED

11/19/2019

VALID UNTIL

2/19/2020



November 19, 2019

City of North Las Vegas
Attn: Jim Haye
Neighborhood Services Coordinator
2250 Las Vegas Boulevard, North, Suite #208
North Las Vegas, Nevada 89030

Re: Proposal for 2020 to 2024 Consolidated Plan and 2020 Annual Action Plan

Dear Selection Committee:

Root Policy Research (Root) is pleased to submit this proposal to the City of North Las Vegas (CNLV) to support the completion of the 2020 to 2024 Consolidated Plan and 2020 Annual Action Plan.

Root is a women-owned business founded by two former partners at BBC Research & Consulting who have completed more than 75 Consolidated Plans in the past 20 years. None of our plans have been rejected by HUD. We view these studies as more than compliance work: Consolidated Plans, particularly the housing market and needs assessment elements, and AIs afford our clients the opportunity to gather and analyze data that identify activities which make largest impact on low income residents and residents with special needs.

As you know, the Root team assisted the CNLV with the previous Consolidated Plan, the 2017 AI/AFH, and the 2019 Annual Action Plan. This creates a unique opportunity for us to develop the new Five-Year Consolidated Plan in both a time- and cost-effective manner.

Heidi Aggeler and Mollie Fitzpatrick, Root's founders and managing directors, have the authority to commit the consulting team to the terms of this proposal, the terms of which are valid through February 2020. The firm's Federal Employer Identification Number (FEIN) is 83-0970693 and DUNS number is 055706578.

Thank you for the opportunity to propose on this very important project. We have enjoyed our working relationship with the CNLV and would be pleased to work with you again.

Sincerely,

A handwritten signature in black ink that reads 'Heidi Aggeler'.

Heidi Aggeler
Managing Director
heidi@rootpolicy.com

A handwritten signature in black ink that reads 'Mollie Fitzpatrick'.

Mollie Fitzpatrick
Managing Director
mollie@rootpolicy.com

FIRM HISTORY

Root Policy Research is a boutique consulting firm specializing in policy, economic, and community research and planning. We work with government, nonprofit, and private sector organizations to solve complex community challenges.

Root Policy Research was founded in 2018 by two partners at BBC Research & Consulting (BBC), Heidi Aggeler and Mollie Fitzpatrick. Heidi joined BBC in 1998 and, during her 20 tenure at the firm, expanded BBC's housing division into a nationally recognized housing consulting practice. Mollie has led the development of the data- and impact-modeling areas of the practice, in addition to expanding the firm's policy focus into the areas of child care, education, neighborhood-level equity, and economic mobility.

Our office is located on Colfax Avenue in East Denver. All services will be provided from this office.

What we do

- Housing Market Studies
- Strategic Plans for Housing and Community Development
- Assessments of Fair Housing/Analyses of Impediments to Fair Housing Choice
- HUD Consolidated Plans
- Economic Mobility Studies

EXPERIENCE

Years of Fair Housing planning = **16**

Years of Housing Market research = **18**

Years of Consolidated Plan experience = **27**

Years of Social and Economic Equity Research = **10**

ORGANIZATIONAL STRUCTURE

Root Policy Research is a women-owned S Corporation located in Denver with six employees. The firm's Federal Employer Identification Number (FEIN) is 83-0970693 and DUNS number is 055706578.

STATEMENT OF QUALIFICATIONS

The Root Policy team is well qualified to complete the Five-year Consolidated Plan, the Annual Action Plan, conduct meaningful community engagement to inform the plans, and provide staff technical assistance, as needed. We have completed more than 75 Consolidated Plans in the past 20 years and were selected by HUD to be part of a national fair housing training team. None of our plans has been rejected by HUD. We view these studies as more than compliance work: Consolidated Plans, particularly the housing market and needs assessment elements, afford our clients the opportunity to gather and analyze data that identify activities which make largest impact on low income residents and residents with special needs.

PROJECT TEAM

The Root Policy Research project team proposed for the study brings a diverse set of skills to the project—yet all team members have experience with the many aspects of Consolidated and Action Plans. For this study, Heidi Aggeler would oversee all research and staff. Mehgie Tabar would lead the project through research, community engagement, and development of the consolidated plan, with support from other Root team members, if necessary.

Heidi Aggeler, Root Policy Research, Managing Director

Heidi Aggeler started her research and consulting career as an economic analyst at the Federal Reserve and an auditor for the Federal Deposit Insurance Corporation (FDIC). She joined BBC Research & Consulting in 1999, became a partner in 2002, a Managing Director in 2006, and started Root Policy Research in 2018. Heidi has been managing housing research projects since 1999, and has overseen completion of more than 50 HUD-required studies. Heidi holds an undergraduate degree in accounting and a Master's degree in policy analysis from the Humphrey Institute at the University of Minnesota.

Ms. Aggeler has led completion of Consolidated Plans since 1999, when she joined BBC. Clients include:

In Arizona: The urban cities of Glendale, Avondale and Yuma.

In California: Sonoma County, with Petaluma and Santa Rosa; the City of San Diego; the County of San Diego; Chula Vista, Encinitas, Santee, Santa Clarita, Temecula, and Sacramento (ongoing).

In Colorado: City and County of Denver; Boulder County; the City of Boulder; Jefferson County; the City of Lakewood.

In Idaho: The cities of Boise, Coeur d'Alene, Meridian, Nampa, Sandpoint and Pocatello; and the State of Idaho.

In Indiana: The State of Indiana.

In Nevada: The cities of Las Vegas, North Las Vegas, and Reno; Washoe County; and the State of Nevada.

In New Mexico: The cities of Santa Fe, Albuquerque and Las Cruces; and the State of New Mexico.

In Texas: The cities of Arlington, Austin, Frisco, Garland, Lubbock, McKinney, Mesquite and Plano.

Recent fair housing studies she has managed and completed include:

San Mateo County Assessment of Fair Housing (AFH), 2017

City of Austin and Travis County, Consolidated Plan, AI and development of a neighborhood-level equity model, 2015 and ongoing

Texas Department of Housing and Community Development, Phase 2 AI, 2013

City of Santa Fe, AIs, 2011 and 2017

Trainings and presentations

HUD Assessment of Fair Housing (AFH) training, New Orleans, Kansas City, Los Angeles, Atlanta, Austin, Salt Lake City, April 2016 – June 2017.

Colorado Housing Finance Authority (CHFA) Board of Directors on the *TDHCA v. ICP* Supreme Court decision and implications on tax credit allocations, Vail, Colorado, September 2016.

Rocky Mountain Land Use Institute's 25th Anniversary Conference, Denver, Colorado, March 2016. Co-presenter with attorney Brian Connolly and attorney/planner Don Elliott on *Applying Fair Housing Requirements to Western Cities*.

Featured trainer at the Denver Metro Fair Housing Center conference, Denver, Colorado, December 2015, sponsored by the National Fair Housing Alliance. Presentation focused on helping communities transition to an Assessment of Fair Housing (AFH) framework.

American Planning Association (APA) National Conferences, New York, Phoenix, Seattle, 2015, 2016, and 2017.

Colorado Chapter of the APA annual conference, Crested Butte, Colorado, October 2014. Co-presenter with attorney Brian Connolly and attorney/planner Don Elliott.

Guest Lecturer, University of Denver Sturm College of Law, *Sustainability and Equity in Housing Development*, October 2012.

Kansas City, Missouri Civil Rights Conference speaker, April 2011.

Mollie Fitzpatrick, Root Policy Research, Managing Director

Mollie co-founded Root Policy Research in 2018 after serving as a director at BBC Research & Consulting. She specializes in housing market and social impact studies that help clients understand their housing and community development challenges, assess their community needs, and strategize meaningful policy actions to improve their communities. Mollie has a sophisticated understanding of market dynamics and has conducted housing research in a wide array of markets.

She has lead numerous community needs assessments and has developed customized neighborhood-level housing equity models for clients across the country. She is adept at developing methods for both quantitative and qualitative analysis and applying research-driven insights to a variety of client objectives and community concerns.

Recent Consolidated Plan and fair housing research managed by Mollie include:

City of Memphis AI, 2018

Harris County (Houston) Regional Assessment of Fair Housing, 2017

Jonesboro, Arkansas, technical assistance on AFH, 2017

Houston-Galveston Area Council, development of equity model, 2015

City of Austin, development of equity model, 2014 and 2018

Jen Garner, Root Policy Research, Senior Consultant

Jen has led numerous community engagement processes in support of Consolidated Plans and housing studies. She has led community engagement and data training modules at HUD fair housing trainings in nine cities nationwide. She designs unique approaches for every client to ensure that historically marginalized populations are actively engaged in the studies.

Recent community engagement processes include:

Aurora-Boulder-Denver regional Assessment of Fair Housing-- methods of engagement included a resident survey; resident focus groups; stakeholder focus groups; pop up engagement at legal clinics, day labor sites, and day shelters; presentations at policymaker meetings; and two large community meetings. This resulted in engagement of **nearly 6,500 residents and stakeholders**.

San Mateo, California—received participation of **more than 4,000 residents** in this regional AFH through a resident survey, pop up engagement, resident focus groups, and open house community meetings.

State of Minnesota—“pop up” interviews with African and Vietnamese immigrants, Native Americans, rural community leaders and business owners, and Hispanic residents in a Spanish mass to discuss housing challenges and ways to increase economic opportunity.

Washoe County, Nevada—a discussion with low income seniors at a lunchtime Bingo event and focus groups with mobile home park residents at a neighborhood community center, 2016.

The City of Austin—neighborhood conversations with African Americans and persons of Hispanic descent in neighborhood community centers. Incorporation of “gamification” techniques in public meetings to help attendees identify fair housing barriers in a comfortable and safe way, 2014.

Snohomish County, Washington—focus groups with immigrant populations in their native languages, 2012.

The Denver Region—discussions with residents living in racially and ethnically concentrated areas of poverty (R/ECAPs), mobile home parks, and rental units in substandard condition, 2014.

State of Oregon—focus groups with residents seeking services at Community Action Centers (CACs) and tribal members on reservations, 2016.

Kristin Aaker, Root Policy Research, Research Associate

Kristin joined Root in June 2018, after spending 8 years in program management. Kristin manages the logistical aspects of community engagement in fair housing studies, including coordinating with stakeholder and resident groups, arranging venues and incentives, and assisting with meeting facilitation. She is the lead associate on our current Language Access Plan for the City of Aurora, a project to identify language access needs and advise the Office of International and Immigrant Affairs on how to address these needs.

Mehgie Tabar, Subcontractor

Mehgie is a former BBC and Root employee. She has a background in urban and regional planning and has extensive experience in quantitative analysis. Prior to joining BBC and Root, Mehgie was a manager with The Concord Group, a real estate consulting firm in San Francisco, where she conducted over 100 market and economic analyses for multifamily, for sale, commercial, and affordable housing developments across the nation. Ms. Tabar developed buyer and renter profiles for a host of communities, including numerous projects about emerging market opportunities in Seattle, Denver, Los Angeles, and the Bay Area. These projects were initiated to learn about rental and for sale opportunities in cities with strong economies and population growth. The purpose was to understand location and product preferences of renters and buyers to provide a better development that would suit the needs and desires of future residents. Through research, data analysis, interviews, and site visits, Ms. Tabar created profiles to describe who lives where and why. The final report provided recommendations on the best location and product opportunities.

While working at BBC and Root, Mehgie completed Consolidated Plans for the City and County of Denver, North Las Vegas, and Pocatello; a best practices analysis of CDBG and HOME for Salt Lake City; market research for a mixed income housing developer; and supported a number of housing needs assessments in Western and Southwestern communities. Mehgie holds a Master of Urban and Regional Planning and has several years of experience studying rental housing markets in California.

PRICE PROPOSAL

The fee schedule below includes the number of hours required for the work per staff member, each staff member's hourly rate, a total cost per task, and a summary of the cost for each task deliverable.

This fee schedule assumes that Root would travel twice—community engagement and public hearing.

	Director (Aggeler, Fitzpatrick) <i>ROOT STAFF:</i> <i>\$ PER HOUR:</i>	Senior Consultant (Garner) <i>(\$150/hour)</i>	Associate (Tabar) <i>(\$135/hour)</i>	Research Associate (Aaker) <i>(\$125/hour)</i>	Travel (if necessary)	Cost per Task
1. Project initiation call	2		2			\$620
2. Stakeholder and public participation						
<i>Resident Survey</i>	6	6	25	2		\$5,575
<i>Focus Groups/Meetings</i>	6	4	25	2	700	\$5,975
<i>Public hearing</i>	2		5		400	\$1,425
3. Analysis	8		30			\$5,450
4. Strategic Plan	8		33			\$5,855
5. Action Plan	8		33			\$5,855
6. Draft report	3		15			\$2,550
7. IDIS Data Entry			15			\$2,025
8. Final deliverables	4		13	6		\$3,205
<i>Total hours</i>	<u>47</u>	<u>10</u>	<u>196</u>	<u>10</u>		<u>263</u>
Total cost	\$8,225	\$1,500	\$26,460	\$1,250	\$1,100	\$38,535

PROJECT EXPERIENCE

The Root Policy Research team has a wealth of experience with all aspects of housing studies, including housing market analyses, mortgage lending studies, fair housing analyses, strategic housing plans, and Consolidated Plans for Housing & Community Development. Our experience conducting housing studies and needs assessments is demonstrated through summaries of similar projects we've completed.

SANTA FE, NEW MEXICO CONSOLIDATED PLAN AND HOUSING NEEDS STUDY

DATE: VARIOUS, MOST RECENTLY 2018

TYPE: HOUSING MARKET STUDY AND CONSOLIDATED PLAN

The study team has completed multiple housing market studies and needs assessments for the City of Santa Fe. In addition to analyses of the housing market, we fielded a survey of residents and employers regarding housing needs and preferences. We partnered with two local professionals familiar with the Santa Fe market and the city's Hispanic community for stakeholder outreach and the analysis of MLS data. In 2016, we completed assisted the city with an affordable housing study and completed the city's Assessment of Fair Housing. We have also provided the City assistance with preparing their 2014-2019 Consolidated Plan and their 2019-2023 Consolidated Plan using the eCon Planning Suite. We provided proprietary training, worksheets, and templates to help the City complete the plan.

POCATELLO, IDAHO CONSOLIDATED PLAN

DATE: VARIOUS, MOST RECENTLY 2017

TYPE: CONSOLIDATED PLAN

Our team has assisted the City of Pocatello with preparation of three Consolidated Plans and AIs, most recently in 2017. Data for the market analysis were collected through a telephone survey of residents, a mail survey targeted to low income residents and members of protected classes, a mail survey of landlords, focus groups with persons experiencing homelessness and persons with disabilities, and in-person interviews of housing providers in the community.

YUMA, ARIZONA CONSOLIDATED PLAN AND AI

DATE: VARIOUS, MOST RECENTLY 2017

TYPE: CONSOLIDATED PLAN AND AI

Our team has completed several Consolidated Plans for the City of Yuma. The most recent study included incorporation of a Choice Neighborhood Transformation Plan into the Consolidated Plan; involved community meetings in low income neighborhoods throughout the city; and identified after school programming as a priority need. We also completed an Analysis of Impediments to Fair Housing Choice, which was an important element in a fair housing lawsuit brought against the city by a developer who was denied a rezone.

RENO, NEVADA CONSOLIDATED PLAN AND AI

DATE: FEBRUARY – JULY 2015

TYPE: CONSOLIDATED PLAN AND AI

Our team completed the City of Reno and Washoe County HOME Consortium Five-year Consolidated Plan and One-year Action Plan. This Consolidated Plan was unique in that it was conducted with new staff and new city leadership in a housing market and economy hard-hit by the recession—which was rapidly changing. As such, much of the focus of the plan was on economic development needs and initiatives. We followed this work with a regional AI for the City of Reno, the City of Sparks and Washoe County.

CARROLLTON, TEXAS CONSOLIDATED PLAN

DATE: MARCH – MAY 2015

TYPE: CONSOLIDATED PLAN

Our team has prepared two of the City of Carrollton’s Consolidated Plan using the eCon Plan suite. The public involvement process included focus groups with members of local boards and commissions, nonprofit and faith-based organizations serving the community’s homeless and very low income residents; and public meetings. The focus groups and meetings helped the city identify the need for home rehabilitation programs, particularly for elderly living in the city’s low income neighborhoods.

SNOHOMISH COUNTY, WASHINGTON AI

DATE: JANUARY - MAY 2012

TYPE: FAIR HOUSING ASSESSMENT

A priority for the county in the Analysis of Impediments to Fair Housing Choice was identifying the housing needs of recent immigrants. We worked with resettlement agencies to recruit residents and interpreters for focus groups held at a local community college, where many of the residents attended English as a Second Language classes. Focus groups were conducted with 48 residents in Bhutanese, Somali, and Spanish, in addition to persons experiencing homelessness. Study materials were available in 6 languages (English, Spanish, Russian, Vietnamese, Arabic and Somali) and distributed through trusted community networks.

SANTA BARBARA COUNTY CONSOLIDATED PLAN AND AI

DATE: FEBRUARY – MAY 2016

TYPE: CONSOLIDATED PLAN

This countywide Consolidated Plan included an assessment of needs in high cost resort areas, as well as an analysis of economic development challenges in rural part of the county. Our study included a thorough public input process including stakeholder and special needs focus groups, key person interviews and public meetings. We worked with county staff to identify measurable goals for the

planning period and drafted a strategic plan and annual action plan supporting those goals. We also provided IDIS data entry for the county.

LAWRENCE, KANSAS HOUSING MARKET ANALYSIS AND CON PLAN ASSISTANCE

DATE: JANUARY – AUGUST 2018

TYPE: HOUSING MARKET ANALYSIS

The project team recently completed a comprehensive housing market analysis for the City of Lawrence, Kansas, which informed the needs assessment and market analysis sections of the Five-year Consolidated Plan and helped prioritize the allocation of the city's new Affordable Housing Trust Fund. The study highlights expected demographic trends, future demands for housing, regulations, and obstacles preventing the market from effectively responding to this demand, and an inventory of the assets and programs currently available to help the community address these challenges.

DENVER, COLORADO HOUSING PLAN AND CONSOLIDATED PLAN

DATE: 2012 AND 2019

TYPE: HOUSING PLAN

The project team provided research and analytical support to the 2012 Mayor's Housing Task Force in the development of a new housing strategy. That analysis included in-depth demographic and housing profiles which focused on the characteristics of low income residents and spatial analyses of affordable housing by neighborhood. We also conducted a housing gaps analysis to identify mismatches in supply and demand within Denver's rental and for-sale markets. The final housing plan included seven recommendations to the Mayor, including: creation of a dedicated revenue stream to support affordable housing; review of the city's Inclusionary Housing Ordinance; focus on the creation and preservation of affordable housing; work to develop a regional approach to affordable housing; preserve or create affordable rental housing near TOD; adopt a formal housing plan; and, annually review the plan and its goals.

Following adoption of the housing strategy, we completed the Five-year Consolidated Plan using HUD's eCon Planning Suite; we are currently updating that Consolidated Plan. Research included a socioeconomic profile, housing market analysis, and special needs population profile, as well as a housing and community development needs assessment. The study also included an extensive community outreach and public participation process through a citizen survey and six public meetings.

AURORA-BOULDER-DENVER REGIONAL AI AND FAIR HOUSING EQUITY ASSESSMENT

DATE: OCTOBER 2017 – MARCH 2018

TYPE: REGIONAL AI

Because this was the first time Boulder, Denver, and Aurora had worked together on a regional housing plan, we facilitated monthly meetings with planning staff members and policymakers. The analysis of fair housing barriers and fair housing goals were carefully tailored to each community's needs and were sensitive to the political landscape.

The highlight of this study were two community meetings to celebrate the region’s diversity and gather input on how to address the complexities of housing challenges. These events were held in racially and ethnically concentrated areas, offered interpretation in seven languages, and incorporated food, dancing, music, and housing resource discussions into the programming. These events can be viewed at:

Home Bigger than Houses – Westside

<https://vimeo.com/257041888>



Home Bigger than Houses – Eastside

<https://vimeo.com/259219978>



NATIONAL ASSESSMENT OF FAIR HOUSING TRAINING

DATE: 2015, 2016, 2017

TYPE: FAIR HOUSING ASSESSMENT

As part of national HUD-approved training team, we conducted training on the new Assessment of Fair Housing (AFH) requirement in nine cities nationwide. Our team was responsible for facilitating training modules on how to use the AFFH Data and Mapping tool, interpreting the data, tables and indices that are required for the AFH, conducting meaningful community engagement, and developing strategies to address fair housing issues and contributing factors.

REFERENCE LIST

A reference list of select previous clients is provided below.

MELANIE GYGLI
DIVISION **MANAGER**

CITY OF POCATELLO
281 North College Avenue
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Phone: (208) 234-6186
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NIKKI HOOGENDOORN
NEIGHBORHOOD
SERVICES **SPECIALIST**

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ALEXANDRA LADD
DIRECTOR, OFFICE OF
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Santa Fe, New Mexico 87501
Phone: (505) 955-6346
Email: agladd@ci.santa-fe.nm.us

Exhibit B

(See attached pages)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement (the “First Amendment”) is effective as of 08/10/2020 21:07:30 GMT (the “Effective Date”) between the City of North Las Vegas, a Nevada municipal corporation (the “City” or “Grantee”), and Root Policy Research Inc, Data Universal Number System (DUNS) number 055706578, a Colorado S corporation (“Provider”); collectively, the City and Provider will be referred to as the “Parties”).

RECITALS

WHEREAS, on February 3, 2020, the City and Provider entered into a Professional Services Agreement for (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (50 pages); and

WHEREAS, the City and Provider desire to enter into this First Amendment to amend the Original Agreement to expand the term of the agreement to increase the compensation to be paid by the City to the Provider.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge the parties agree as follows:

AGREEMENT

1. Section 2 of the Original Agreement shall be deleted in its entirety and replaced with the following language:

2. Term

This Agreement shall commence on the Effective Date and will continue to be in effect until September 30, 2020 to allow for completion and submittal of the 2020-2024 Consolidated Plan and the Second Covid Amendment to the 19/20 Covid Action Plan, unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

2. Section 3 of the Original Agreement shall be deleted in its entirety and replaced with the following language:

3. Compensation

Provider will provide the Services for a not to exceed amount of Forty Nine Thousand Seven Hundred Eight Dollars (\$49,708) which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billing will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

3. General Provisions:

- a. *Nevada and City Law.* The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of the Original Agreement and this First Amendment, without regard to conflicts of law.

- b. *Assignment.* Neither party shall assign the Original Agreement or this First Amendment without the prior written consent of the other party.
 - c. *Entire Agreement/No Modifications.* This First Amendment and the Original Agreement constitute the entire agreement between the Parties and supersede all prior representations, agreements, and understandings of the Parties. No addition to or modification of the Agreement shall be binding unless executed in writing by the Parties.
 - d. *Counterparts.* This First Amendment may be executed in counterparts.
 - e. *No Joint Venture.* This First Amendment and the Original Agreement are not intended to create, and shall not be deemed to create, any relationship between the Parties hereto other than that of independent entities, contracting with each other solely for the purpose of effecting the provisions of this First Amendment and the Original Agreement. Neither party shall be construed to be an agent, employer, representative, or joint venturer of the other.
 - f. *Controlling Agreement.* To the extent there is a conflict between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control.
4. In all other aspects, the Parties confirm and re-affirm the terms and provisions of the Original Agreement.

[SIGNATURES ARE ON FOLLOWING PAGE]

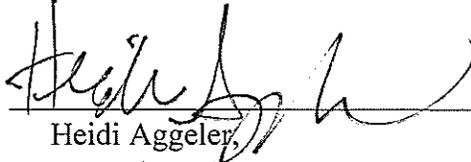
IN WITNESS WHEREOF, the City and the Provider have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

By: 

Ryann Juden
City Manager

Root Policy Research, Inc.
a Colorado S corporation

By: 

Heidi Aggeler
Managing Director

Attest:

By: 

Catherine Raynor, MMC
City Clerk

Approved as to form:

By: 

Micaela Rustia Moore
City Attorney