



Amendment No. 1
to
Contract No. NR110000005
for
Automated Teller Machine
between
Velocity Credit Union
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 30, 2016 through March 29, 2021. No options remain.
- 2.0 The total contract amount is increased by \$0.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/30/2011 – 03/29/2016	\$0.01	\$0.01
Amendment No. 1: Option 1 03/30/2016 – 03/29/2021	\$0.00	\$0.01

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Debbie Mitchell 2/10/16

Printed Name: Debbie Mitchell
Authorized Representative

Velocity Credit Union
P.O. Box 1089
Austin, Texas 78767-1089
(512) 469-7000
Jack.Jordan@velocitycu.com

Sign/Date: May 11/16 For Linell Goodin-Brown

Linell Goodin-Brown
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

March 30, 2011

Velocity Credit Union
Debbie Mitchell
PO Box 1089
Austin, TX 78767

Dear Ms. Mitchell:

The City of Austin has approved the award and execution of a contract with your company for Automated Teller Machine.

Responsible Department:	Building Services Department
Department Contact Person:	Roger Stricklin
Department Contact Email:	roger.stricklin@ci.austin.tx.us
Department Contact Telephone:	(512) 974-1727
Project Name:	Automated Teller Machine
Contractor Name:	Velocity Credit Union
Contract Number:	NR110000055
Contract Period:	03/30/2011 – 03/29/2016
Contract Period Amount	\$0.00
Extension Options:	One 60-month option

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,
Purchasing Office



March 29, 2011

City of Austin
15 Waller Street, Suite 309
Austin, TX 78702

RE: City of Austin Automated Teller Machine Locations

To Whom It May Concern:

In connection with the installation of one Automated Teller Machine ("ATM") (two at the Austin Convention Center) on-site at the following locations:

- Austin Convention Center, 500 East Cesar Chavez Austin, TX 78701
- Austin City Hall, 301 W. 2nd St Austin, TX 78701
- Palmer Events Center, 900 Barton Springs Rd Austin, TX 78704
- One Texas Center, 505 Barton Springs Rd Austin, TX 78704
- Austin Energy Town Lake Center, 721 Barton Springs Rd Austin, TX 78704
- CTECC, 5010 Old Manor Rd Austin, TX 78767
- Austin Municipal Court, 700 E 7th St Austin, TX 78701

I propose the following agreement:

Velocity Credit Union will provide:

1. One ATM installed at the above mentioned locations (two at the Austin Convention Center).
2. All security equipment deemed necessary by Velocity Credit Union (Security lines, camera, and Digital Recording Device).
3. Maintenance of machine.
4. Reasonable sums of money to stock machine.
5. Cash handling services to and from said machine by armored car carrier.
6. Casualty insurance and liability insurance for machine.

The City of Austin will provide:

1. Electricity to the machine including a single dedicated power circuit for the machine and second circuit for auxiliary devices.

P.O. Box 1089
Austin, Texas 78767
phone 512.469.7000
fax 512.469.7191

www.velocitycu.com

2. Necessary security for the machine to the satisfaction of Velocity Credit Union and its insurer.
3. Convenient and continuous access to electricity, including a dedicated power supply for the machine and telecommunications lines to permit continuous operation of the ATM on the premises.
4. Reasonable access for Velocity Credit Union employees or employees from a servicing company contracted by Velocity Credit Union to inspect and maintain the ATM on the premises during normal business hours.
5. Any costs associated with de-installing, moving, and reinstalling the ATM if Velocity Credit Union is required to temporarily remove or relocate the ATM because of actions taken by the City of Austin such as remodeling or renovations.

Each party agrees and acknowledges that:

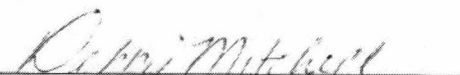
1. The ATM is and will continue to be the exclusive property of Velocity Credit Union and the City of Austin holds no interest to or title in such ATM;
2. The ATM will not be moved or relocated within the premises without the mutual written consent of both parties; and
3. The ATM when installed on the premises, in no way constitutes a fixture and accordingly may be replaced, upgraded, repaired or maintained during reasonable business hours by Velocity.
4. The term of this Agreement is five years from the date above, with an option for a five year extension. Either party may terminate this Agreement at any time with 60-days prior written notice. The City of Austin will be responsible for paying all costs associated with de-installing and removing the ATM if the City of Austin terminates this Agreement prior to the end of the five year term.

Contract can be expanded to allow for the placement of additional machines provided both parties agree.

Please indicate your agreement to these terms by signing and returning this letter to the Credit Union.

Sincerely,
Velocity Credit Union

By:



Debbie Mitchell
President/CEO
Velocity Credit Union

AGREED:

City of Austin

By:

Mi Loomsai

Name

BUYER I

Title

3-30-11

Date

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NONDISCRIMINATION CERTIFICATION
SOLICITATION NO. N/A

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

- (1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).
- (2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rate of pay or other form of compensation and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the City setting forth the provisions of this chapter.
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter.

Please check one of the following:

- ☒ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- ☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the _____ (company name) will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The _____ (company name) will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting violation of this policy. Furthermore, any employee, supervisor or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with this chapter.

Contractor's Name:

Velocity Credit Union

Signature of Officer or
Authorized
Representative:

Debbie Mitchell

Date:

3-29-11

Printed Name:

Debbie Mitchell

Title

President

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. N/A

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Velocity Credit Union

Signature of Officer
or Authorized
Representative:

Debbie Mitchell

Date:

3-29-11

Printed Name:

Debbie Mitchell

Title

President

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. N/A

FOR
Automated Teller Machine

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: Velocity Credit Union

Printed Name: Debbie Mitchell

Title: President

Signature of Officer or Authorized Representative: Debbie Mitchell

Subscribed and sworn to before me this 29 day of March, 20 11.

Notary Public

My Commission Expires _____

CITY OF AUSTIN



MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES

Project Name: Automated Teller Machines

Contract Number:

Date: 03/15/11

JUNE 2009

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

- ☐ SOLE/SINGLE SOURCE
☐ PROFESSIONAL SERVICES

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X

Yes _____ If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

Velocity Credit Union

Company Name

Debbie Mitchell, President

Name and Title of Authorized Representative (Print or Type)

Debbie Mitchell

Signature

3/25/11

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

____ APPROVAL IS HEREBY GRANTED.

____ APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor _____ Date _____

UTILIZATION PLAN

(Please duplicate as needed)

PROJECT NAME: Automated Teller Machine

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Please submit this completed form to:

Purchasing Office
Attn: Sai Xoomsai
124 E. 8th St., STE 308
Austin, Texas 78701
Phone: (512) 974-2500
Fax: (512) 974-2388

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

____ APPROVAL IS HEREBY GRANTED.

____ APPROVAL IS HEREBY DENIED.

Reviewing Counselor _____ Date _____