

**AMENDMENT NO. 6 TO THE  
CONSULTING AGREEMENT BETWEEN THE  
CITY OF AUSTIN  
AND THE  
GREATER AUSTIN HISPANIC CHAMBER OF COMMERCE  
NA150000073**

This Amendment ("Amendment") to the Consulting Agreement ("Agreement") is entered by and between the City of Austin ("City") and the Greater Austin Hispanic Chamber of Commerce ("Consultant"). The Agreement is amended, as shown below, with new language underlined and removed language struck through.

Section IV, Term, is amended to read as follows:

This Agreement is effective upon the last party to sign to May 31, 2020. The initial term and each extension period are defined as a "contract period."

Exhibit A, #5, is amended to read as follows:

5. Workforce Industry Survey and Inclusion Report (1G)
  - A. Consultant shall conduct a survey of your membership for Capital Area Workforce Solutions (CAWS) and provide a report describing how you have included CAWS in your chamber activities as it relates to this Agreement. Survey will be provided separately by Contract Administrator.

Exhibit A, #8, is amended to read as follows:

8. Creative Economy Subcommittee Project (1J)
  - A. Once Consultant has complete year 2018 requirements, Consultant shall take the recommendations garnered through the subcommittee pilot project meeting process and develop a plan to implement/expand on the recommendations commencing this year. By the end of the contract year, Consultant shall provide EDD a status report on the implementation Plan and how it has benefited both the creative and business. Please provide no less than 6 concrete results (3 for the business and 3 for the creative).

Exhibit B, Line 1.G, is amended to read as follows:

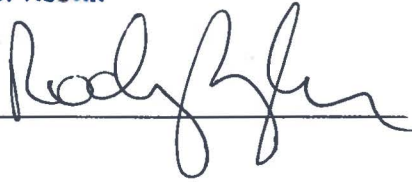
Workforce Industry Survey and Inclusion Report

All other terms and conditions as stated in the original Contract shall remain in effect.

The parties' duly authorized representatives execute this Amendment on the dates set forth, below.

CITY OF AUSTIN

BY:



NAME: J. Rodney Gonzales

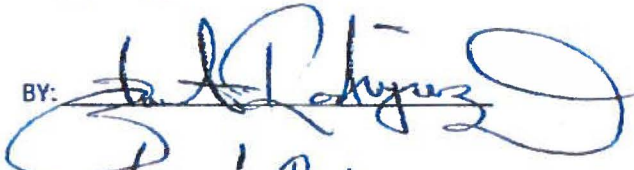
TITLE: Assistant City Manager

DATE:

3-3-2020

CONSULTANT

BY:



NAME: Luis A. Rodriguez

TITLE: President & CEO

DATE:

02/28/2020

Approved as to form:



Assistant City Attorney




Amendment No. 5  
to  
Contract No. NA15000073  
for  
Professional Outreach Services  
between  
Hispanic Chamber of Commerce of Austin  
dba Greater Austin Hispanic Chamber of Commerce  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 1, 2019 through February 28, 2020. No options will remain.
- 2.0 The total contract amount is increased by \$212,500.00 by this extension period. The total contract authorization is recapped below:


Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2015 – 02/28/2016	\$212,500.00	\$212,500.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$212,500.00	\$425,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$212,500.00	\$637,500.00
Amendment No. 3: Option 3 – Extension 03/01/2018 – 02/28/2019 Old Exhibit A & B (03/01/2015) superceded by new Exhibit A & B (03/01/2018) 04/17/2018	\$212,500.00	\$850,000.00
Amendment No. 4: Corrective Amendment to record Administrative Increase of \$13,000.00 (Issued 06/01/2015) 06/06/2018	\$13,000.00	\$863,000.00
Amendment No. 5: Option 4 – Extension 03/01/2019 – 02/28/2020	\$212,500.00	\$1,075,500.00

- 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.

City of Austin  
By: 

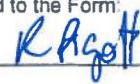
James Scarboro  
Purchasing Officer

By: 

Hispanic Chamber of Commerce of Austin  
dba Greater Austin Hispanic Chamber of Commerce  
3601 Far West Boulevard, Suite 204  
Austin, Texas 78731  
(512) 476-7502

City of Austin  
By: 

City of Austin  
Assistant City Manager

Approved to the Form:  
By: 

City of Austin  
Law Department



Amendment No. 4  
to  
Contract No. NA150000073  
for  
Professional Outreach Services  
between  
Hispanic Chamber of Commerce of Austin  
DBA Greater Austin Hispanic Chamber of Commerce  
and the  
City of Austin

- 1.0 The City hereby issues a "Corrective Amendment" to the above mentioned contract. The Total Contract Amount is increased by \$13,000.00 due to an Administrative Increase issued on June 1, 2015. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2015 – 02/28/2016	\$212,500.00	\$212,500.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$212,500.00	\$425,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$212,500.00	\$637,500.00
Amendment No. 3: Option 3 – Extension 03/01/2018 – 02/28/2019 Old Exhibit A & B (03/01/2015) superceded by new Exhibit A & B (03/01/2018) 04/17/2018	\$212,500.00	\$850,000.00
Amendment No. 4: Corrective Amendment to record Administrative Increase of \$13,000.00 (Issued 06/01/2015) 06/06/2018	\$13,000.00	\$863,000.00

- 2.0 MBE/WBE goals do not apply to this contract.
- 3.0 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.
- 4.0 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.

Signature and Date:

Marty James  
Procurement Specialist III  
City of Austin – Purchasing Office





Amendment No. 3  
to  
Contract No. NA150000073  
for  
Professional Outreach Services  
between  
Hispanic Chamber of Commerce of Austin  
DBA Greater Austin Hispanic Chamber of Commerce  
and the  
City of Austin

- 1.0 In the above mentioned contract, the City hereby supercedes Exhibit A & B, dated March 1, 2015, with Exhibit A & B, dated March 1, 2018.
- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 1, 2018 through February 28, 2019. One option will remain.
- 3.0 The total contract amount is increased by \$212,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2015 – 20/28/2016	\$212,500.00	\$212,500.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$212,500.00	\$425,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$212,500.00	\$637,500.00
Amendment No. 3: Option 3 – Extension 03/01/2018 – 02/28/2019 Old Exhibit A & B (03/01/2015) superceded by new Exhibit A & B (03/01/2018) 04/17/2018	\$212,500.00	\$850,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 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.
- 6.0 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.

City of Austin

By:  \_\_\_\_\_

James Scarboro  
Purchasing Officer

By:  \_\_\_\_\_

Greater Austin Hispanic Chamber of Commerce  
DBA Greater Austin Hispanic Chamber of Commerce  
3601 Far West Boulevard, Suite 204  
Austin, Texas 78731  
(512) 476-7502

City of Austin

By: \_\_\_\_\_

City of Austin  
Assistant City Manager

Approved to the Form:

By:  \_\_\_\_\_

City of Austin  
Law Department



## MEMORANDUM

**TO:** Claudia Rodriguez, Procurement Specialist III  
Purchasing Department

**VIA:** Sylnovia Holt Rabb, Assistant Director

**DATE:** April 17, 2017

**SUBJECT:** Increase MECA Chambers Master Agreements

In 2015, Economic Development Department (EDD) executed a one-time increase amount and scope of the MECA Chambers contracts to assist with the Commercial Stabilization Program, Soul-y. The amount increased was less than 25% of the current annual authority. EDD has reached the last year of option period and doesn't have enough authority to encumber the annual amount.

The MECA Chambers contracts were increased as follows:

- Hispanic Chamber: \$13,000
- Black Chamber: \$13,000
- Asian Chamber: \$13,000
- Gay and Lesbian Chamber: \$5,000

This memo is to request that the Master Agreements be increased in the amounts above to fund the annual amount as follows:

- Hispanic Chamber, **MA-5500-NA150000073**: \$212,500
- Black Chamber, **MA-5500-NA150000079**: \$171,000
- Asian Chamber, **MA-5500-NA150000072**: \$142,500
- Gay and Lesbian Chamber, **MA-5500-NA150000071**: \$153,750

I've attached the email from 2015 concerning the amendments for your review. Please let me know if you have any questions or concerns. Thanks.



Amendment No. 2  
to  
Contract No. NA150000073  
for  
Professional Outreach Services  
between  
Hispanic Chamber of Commerce of Austin  
dba Greater Austin Hispanic Chamber of Commerce  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 1, 2017 through February 28, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$212,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2015 – 02/28/2016	\$212,500.00	\$212,500.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$212,500.00	\$425,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$212,500.00	\$637,500.00

- 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.

City of Austin

By: \_\_\_\_\_ NA \_\_\_\_\_

James Scarboro  
Purchasing Officer

By: \_\_\_\_\_

Greater Austin Hispanic Chamber of Commerce  
3601 Far West Boulevard, Suite 204  
Austin, Texas 78731  
(512) 476-7502

City of Austin

By: Jim Edwards

City of Austin  
Assistant City Manager

Approved to the Form:

By: C. Crosby

City of Austin  
Law Department



Amendment No. 1  
to  
Contract No. NA150000073  
for  
Professional Outreach Services  
between  
Greater Austin Hispanic Chamber of Commerce  
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 1, 2016 through February 28, 2017. Three options remain.
- 2.0 The total contract amount is increased by \$212,500.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2015 – 02/28/2016	\$212,500.00	\$212,500.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$212,500.00	\$425,000.00

- 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.

City of Austin

By: N/A

James Scarboro  
Purchasing Officer

City of Austin

By: [Signature]

City of Austin  
Assistant City Manager

Approved as to Form:

By: [Signature] 2-29-16

Greater Austin Hispanic Chamber of Commerce  
3601 Far West Blvd., Suite 204  
Austin, Texas 78731  
(512) 476-7502

By: [Signature]

City of Austin  
Law Department



**CONSULTING AGREEMENT BETWEEN  
THE CITY OF AUSTIN AND THE  
GREATER AUSTIN HISPANIC CHAMBER OF COMMERCE  
MARCH 1, 2015**

THIS AGREEMENT (Agreement) is entered into by and between the **City of Austin**, a home-rule municipal corporation situated in Hays, Travis, and Williamson Counties (City) acting through its Economic Development Department (EDD), and the Greater Austin Hispanic Chamber of Commerce, a Texas non-profit corporation (Consultant).

WHEREAS, City and Consultant have determined there is a need for professional outreach services to strengthen the local economy, develop Austin's existing businesses, recruit non-local businesses to relocate to or conduct business in Austin, and create jobs for Austin residents;

WHEREAS, Consultant has unique experience in identifying segments of the Hispanic community and crafting messaging specific to those community groups in other cities, and is a sole source for this service;

Now, therefore, City and Consultant, in consideration of their mutual covenants, agree to performance of the consulting services to be furnished or rendered by Consultant and to the payment for those services by the City as set forth in this document

**SECTION I  
THE CITY'S RESPONSIBILITIES**

The City will perform the following duties:

- A. Designate Dusty McCormick as the Contract Manager and the City's point of contact for the Consultant during the term of this Agreement;
- B. Provide full information as to the requirements for the project;
- C. Promptly review any reports or deliverables submitted by Consultant; and
- D. Ensure the Contract Manager is available to discuss and resolve any contractual issues that might arise during the term of this Agreement.

**SECTION II  
CONSULTANT'S RESPONSIBILITIES**

- A. Consultant will complete the tasks and services listed in Exhibit A. Acceptance and approval of documents or reports by the City shall not constitute a release of the responsibilities and liability of the Consultant for the accuracy and competency of the Consultant's work product or other documents and services prepared/performed under this Agreement. No approvals or acceptances by or on behalf of the City shall be an assumption of responsibility by the City for any defect, error, or omission in the work products or other documents and services as prepared/performed by the Consultant.
- B. Consultant shall not complete tasks unauthorized by the City. It is understood and agreed that no claim for extra work finished or materials furnished by the Consultant will be allowed by the

City except as provided in this section, nor shall the Consultant perform any work or furnish any materials unless it is first requested and authorized in writing by the City. Any work or materials furnished by the Consultant without a written request by City and authorization shall be at the Consultant's own risk, cost, and expense and the Consultant agrees and covenants that without a written order, Consultant will make no claim for compensation for any work or materials furnished.

- C. Consultant further agrees to correct documents or re-execute services as may be required due to the Consultant's development of documents that are found to be in error or contain defects or omissions at no additional costs to the City.
- D. Consultant shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Consultant's ability to meet its contractual obligations.

### SECTION III PAYMENTS TO THE CONSULTANT

City agrees to pay Consultant as full compensation for the services in Exhibit A as follows:

- A. **AMOUNT**  
City's total liability for payment of funds to Consultant under this Agreement shall not exceed **TWO HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$212,750.00)** per contract period.
- B. **SCHEDULE**  
Each of the twelve monthly invoices under this contract shall be submitted with a Status Report for the previous month's activity by the 7<sup>th</sup> day of the month. There are a total of twelve Status Reports required under this Agreement, and twelve Status Reports are to be invoiced eleven times at **\$8,650.41** and one time at **\$8,650.49**. In addition to the Status Report, payment will only be paid in accordance with this subsection B. and upon receipt of the deliverables described in the attached Exhibit "B." There are no additional costs or payments authorized beyond the **\$212,750.00** outlined above.
- C. **METHOD OF PAYMENT**
  - 1. **Status Report Required:** In order for each monthly invoice to be paid, Consultant must submit the Status Report for the related month's activity. A report template will be furnished by EDD.
  - 2. **Payment Due Date:** All invoices will be paid within 30 days of receipt. Consultant must be a registered City vendor for payment to be issued. For all services rendered, Consultant's payment to subconsultants (if any) is due within ten calendar days after receipt of payment from the City.
  - 3. **Final Payment:** The making and acceptance of final payment will constitute

- a. a waiver of all claims by the City against the Consultant, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from failure of the Consultant to comply with the Agreement or the terms of any warranty specified herein, (3) arising from the Consultant's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (4) arising under the City's right to audit; and
- b. a waiver of all claims by the Consultant against the City other than those previously asserted in writing and not yet settled.

**D. NON-APPROPRIATION.**

The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Consultant. The City shall provide the Consultant written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty charged to the City.

**SECTION IV  
TERM**

This Agreement is effective upon the last party to sign March 1, 2015 to February 28, 2016. The City has the option to renew this Agreement for up to four one-year periods (four additional years). The initial term and each extension period are defined as a "contract period."

**SECTION V  
NOTICE**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the City and the Consultant shall be addressed as follows:

For the City:  
J. C. Dusty McCormick  
Economic & Business Development Liaison  
Economic Development Department  
City of Austin  
P. O. Box 1088  
Austin, TX 78767-1088  
Phone (512) 974-6390  
Fax (512) 974-7825

For the Consultant:  
Mark Madrid  
President & CEO  
Greater Austin Hispanic Chamber of Commerce  
3601 Farwest Blvd., Suite 204  
Austin, TX 78731  
Phone (512) 476-7502

**SECTION VI**  
**DELAY, ASSURANCE, WARRANTY, & TERMINATION**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while, and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of the City or Consultant. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

By accepting this Agreement with the City, Consultant certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

Should Consultant fail to provide deliverables in a timely or acceptable manner, City will provide Consultant with notice and may provide the Consultant ten days from receipt of notice to cure the issue. City reserves the right to terminate this Agreement for any reason at any time after ten days notice to the Consultant, for default or any other reason. City shall pay the Consultant for services rendered and for approved obligations incurred to date of termination and Consultant shall submit to the City all work and documents prepared to that point. Should this Agreement be terminated due to Consultant default before all Deliverables have been completed or approved, Consultant warrants any cost incurred by City to complete or redo deliverables.

**SECTION VII**  
**SUCCESSOR AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

**SECTION VIII**  
**OWNERSHIP AND USE OF DOCUMENTS**

The Consultant agrees that items including data, images, or other work product that are specified to be delivered under this Agreement, and that are to be paid for by the City, are subject to the rights of the City in effect on this Agreement's effective date. These rights include the right to use, duplicate, and disclose the items, in any manner and for whatever purpose, and to have others do so. If an item produced by the Consultant is copyrightable, the Consultant may copyright it, subject to the rights of the City; the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, modify, and use the items and to authorize others to do so. Consultant shall include this provision in all subcontractor agreements entered into in connection with this Agreement.

## **SECTION IX MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

The Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the project together with documentation and evaluations and study results for a period of five years after final payment for finished services and all other pending matters concerning this Agreement have been closed.

Consultant agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Consultant related to the performance under this Agreement. The Consultant shall retain all such records for a period of five years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer. The Consultant agrees to refund to the City any overpayments disclosed by any such audit. Consultant shall include this provision in all subcontractor agreements entered into in connection with this Agreement.

## **SECTION X VENUE**

Venue and jurisdiction of any suit, right, or case of action arising under or in connection with this Agreement shall lie exclusively in Travis County, Texas.

## **SECTION XI INSURANCE REQUIREMENTS & INDEMNIFICATION**

Consultant's Worker's Compensation and Employer's Liability Insurance shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements: The Consultant's policy shall apply to the State of Texas; Waiver of Subrogation, Form WC 420304, or equivalent coverage; and thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage.

The Consultant shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees, and elected officials harmless from and against all indemnified claims arising out of, incident to, concerning, or resulting from the fault of the Consultant, or the Consultant's agents, employees, or subconsultants, in the performance of the Consultant's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or the Consultant (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

For purposes of this section, "indemnified claims" include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: damage to or loss of the property of any person (including, but not limited to the City, the Consultant, their respective agents, officers, employees and subconsultants; the officers, agents, and employees of such subconsultants; and third parties); and/or death, bodily injury, illness, disease,



worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers, and employees of the City, the Consultant, the Consultant's subconsultants, and third parties). "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

## SECTION XII EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the services provided by this Agreement, the Consultant agrees to comply with the applicable provisions of state and federal Equal Opportunity in Employment statutes and regulations.

## SECTION XIII GENERAL PROVISIONS

### A. SEVERABILITY

If any word, phrase, clause, sentence, or provision of the Agreement, or its application to any person or set of circumstances is for any reason held to be unconstitutional, invalid, or unenforceable, the finding shall only effect the word, phrase, clause, sentence, or provision, and the finding shall not affect the remaining portions of the Agreement, this being the intent of the parties in entering unto this Agreement. All provisions of this instrument are declared to be severable for this purpose.

### B. MODIFICATIONS

This Agreement can be modified or amended only by a writing signed by both parties.

### C. ENTIRETIES

This Agreement and mutually executed Supplemental Amendments (if any) constitute the entire agreement of the parties concerning the subject matter and all earlier and contemporaneous written understandings are merged.

**City of Austin**  
CITY

By: *Sue Edwards*  
Name: Sue Edwards  
Title: Assistant City Manager  
Date: 4-2-15

Approved as to Form:  
*C. Crosby* 4-2-2015  
C. Crosby  
Assistant City Attorney

**Consultant**  
CONSULTANT

By: *Val Velasquez*  
Name: Val Velasquez  
Title: Board Chair  
Date: 3/30/15

By: *Mark Madrid*  
Name: Mark Madrid  
Title: President & CEO  
Date: 3/30/15

CONSULTING AGREEMENT  
CITY OF AUSTIN AND  
GREATER AUSTIN HISPANIC CHAMBER OF COMMERCE  
**EXHIBIT A, MARCH 1, 2015**

Note: Consultant shall make a good faith effort to conduct the tasks and provide the information requested where possible.

1. Update and submit a 5-year Strategic Plan (per Exhibit B).  
The Strategic Plan shall include the following:
  - A. Diversity employment expo with a Job Training component;
  - B. Economic development training with an international component;
  - C. Industry development forums with an international component;
  - D. Economic development recruiting trips with an international component;
  - E. Designation of an industry to develop and assessment the industry. Assessment must include determining the number of companies, current employment, annual growth rate, industry needs, and dollars of industry import/export;
  - F. Determination of the size of the Hispanic business community and categorizes them into micro, small, medium, and large, referencing 2009-2010 base line; and
  - G. Assessment the number of Hispanic business community export and import dollars annually, types of exported and imported products, and types of exported and imported services.
  - H. Make efforts to formally connect and cultivate information exchanges between Austin's local creative sector and that of other cities/countries, arts organizations or government arts programming through domestic or international recruitment trips, remote communications, or via business collateral, etc.
2. Non-Profit Capacity Building.  
Consultant shall seek best practice assistance in non-profit fundraising or administration or volunteer management through an independent business review by an organization such as Austin Community College's Center for Community Based and Nonprofit Organizations; Greenlights for Nonprofit Success; or another EDD-approved source. Generate a Report and Plan detailing findings, recommendations and implementation strategies. Deliverables are due not later than first 90 days of Consultant's execution of signature (per Exhibit B).
3. Diversity Employment Expo.  
Consultant shall work jointly with the Greater Austin Asian Chamber of Commerce, the Greater Austin Black Chamber of Commerce and the Austin Gay and Lesbian Chamber of Commerce to host a Diversity Employment Expo, including:
  - A. Scheduling a Diversity Employment Expo by June 1. Expo should occur by the fourth quarter of the City's fiscal year;
  - B. Submitting an Expo Work Plan by 90 days before Expo. Expo Work Plan should include strategies for achieving overall participation target of one hundred (100) minority job seekers and fifty (50) hiring exhibitors from a variety of private, public, and nonprofit large and small companies and agencies;
  - C. Beginning marketing efforts by 60 days before Expo;
  - D. Confirming not less than twelve (12) exhibitors in writing by 30 days before Expo;

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- E. Confirming receipt of Training Session sign-in sheet and Course Evaluation form from Contract Manager;
  - F. Ensure evaluation form for the Job Training Class requests demographic information to include ethnicity and gender data of participants. Include tally in final report; and
  - G. Developing and submitting an Expo Job Training Class Report to include:
    - i. Training class topic,
    - ii. Training class sign-in sheets as provided by Contract Manager and completed by participants,
    - iii. Training class Course Evaluations as provided by Contract Manager and completed by participants,
    - iv. Training class Course Evaluation Summary, and
    - v. Training class instructor's report.
  - H. Submitting an Expo Job Fair Final Report (per Exhibit B).
4. Information Portal Webpage.  
Consultant shall maintain an Information Portal, including:
- A. Updating and maintaining the Information Portal webpage on Consultant's website that makes demographic, economic, and cultural information on the Hispanic community accessible to companies interested in relocating or doing business in Austin;
  - B. Ensuring the Information Portal is available for public viewing;
  - C. Utilizing state, regional, county, and/or city data sources to provide the most accurate demographic, economic, and cultural data available on Austin;
  - D. Submitting report detailing what information was updated, maintained, or changed in the Information Portal; and
  - E. Establishing and maintaining job portals within Consultant's website for the purpose of posting job openings for companies that receive economic incentives.
5. Economic Development Staff/Chamber Official Training.  
Consultant shall create an Economic Development Training Plan for chamber staff and officials, including:
- A. Drafting a Plan document that includes:
    - i. Course title,
    - ii. Course description,
    - iii. Course curriculum,
    - iv. Cost,
    - v. Number of anticipated attendees from Consultant's organization,
    - vi. Explanation of how course enhances Consultant's efforts to create jobs,
    - vii. Course source. Approved course sources are as follows:
      - a. International Economic Development Council (IEDC)
      - b. Texas Economic Development Council (TEDC)
      - c. Texas Leadership Institute/Lower Colorado River Authority
      - d. International Trade Center of San Antonio, or

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- e. Another training source requiring approval;
  - B. Submitting an Economic Development Training Plan to EDD for approval by June 1 (per Exhibit B);
  - C. Complete training; and
  - D. Training participants shall return and brief MECA colleagues on training experience.
  - E. Chamber Presidents shall take a minimum of one economic development course annually, preferably from TEDC or IEDC.
  - F. Chambers should take advantage of available webinars from approved course sources to leverage training dollars.
6. Industry Development Forums (IDF).
- A. Conduct at least two Industry Development Forums to create or assist with development or with expansions that add new jobs, or increase Austin's business competitiveness in the wider marketplace, including:
    - i. A minimum of one Collaborative Industry Development Forum (CIDF), with the Greater Austin Asian Chamber of Commerce, the Greater Austin Black Chamber of Commerce, the Austin Gay and Lesbian Chamber of Commerce, and other Economic Development Organizations: a CIDF to foster growth in one of EDD's Targeted Industries, and
    - ii. A minimum of one Targeted Industry Development Forum (TIDF). This forum should be focused specifically on the underserved or distressed Hispanic small business community, to create additional business opportunities, or services that add new jobs;
  - B. The delivery and design of both Forums must include:
    - i. Forum design and delivery,
    - ii. Planning that includes a survey of, consultation with, and profile of the chosen industry that identifies the industry's highest and best use(s), along with opportunities for that use,
    - iii. Survey of and consultation with the target group to determine the best event focus,
    - iv. A forum message focused to the highest and best use for that industry;
    - v. Submit a Work and Marketing Plan at least 90 days out from event date (CIDF Work and Marketing Plan),
    - vi. Submit a Joint Report on the facilitators, panelists, speakers, etc. at least 60 days out from event date (CIDF Joint Report),
    - vii. Marketing efforts including online advertising at least 60 days out from event date,
    - viii. Ensure the Forum consists of one or more public guest panelists considered experts in the subject matter processes, procedures, or field of discussion,
    - ix. Confirm receipt of the Forum Evaluation form,
    - x. Opportunity at event for attendees to become Chamber members,
    - xi. Develop a Joint CIDF Final Report, including:

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- a. A sign-in sheet for the forum sessions, which shall include the names, physical address, email address, and phone numbers of forum attendees
    - b. Forum Evaluation forms, which EDD will provide at least a week prior to the Forum
    - c. A Forum Evaluation Summary form for the session
    - d. A “Next Steps” Summary no later than 30 days post event date detailing “where we go from here”;
  - C. A CIDF can include:
    - i. Focus on one or more of the following EDD Targeted Industries:
      - a. Clean Technology
      - b. Wireless
      - c. Software – Web 2.0
      - d. Creative Media – Music, Film
      - e. Advanced Manufacturing – Semiconductor, Computer
      - f. Data Centers
      - g. Biotechnology and Bio Manufacturing
      - h. Research and Development in any of the targeted industries
    - ii. Ensure the Forum’s overall participation target is 75 business leaders;
    - iii. Submit a Joint Final CIDF Report reflecting achievement of the CIDF-specific deliverables (per Exhibit B).
  - D. Develop a Final TIDF Report, including the overall participation target of 15 business leaders.
    - i. Forum should focus on a growth industry of the chamber’s choice
    - ii. Ensure the Forum’s overall participation target is 15 business leaders
    - iii. Submit a Final TIDF Report reflecting achievement of the TIDF-specific deliverables (per Exhibit B).
7. Domestic Economic Development Recruitment Trips.
- Consultant is provided the opportunity to:
- A. Participate in economic development recruitment trips, organized either by the Greater Austin Chamber of Commerce or by another organizer as approved by EDD;
  - B. Coordinate with the trip organizer and the City as necessary;
  - C. Develop and submit Pre-Trip Plan, including a budget and work plan (per Exhibit B).

Budget must include each traveler’s transit, hotel, meal, and per diem costs, and any other justifiable costs necessary and reasonable to successfully achieve the objectives of the trip. Plan must include trip description, trip rationale, and name and role of each Consultant representative participating in the trip;
  - D. Develop and submit a Post Trip Report that includes:
    - i. Trip description and rationale
    - ii. Trip itinerary – destination, dates, major event attended, activities
    - iii. Name and role of each Consultant representative participating in the trip



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- iv. A description of the purpose of each event and activity attended and who attended
  - v. A list of the companies contacted during trip, including company contact information and conversation details
  - vi. A description of the results and outcomes achieved from the trip that will provide a potential benefit to Consultant, its members, and Austin's overall economy and businesses
  - vii. A description of outcomes resulting from the trip (lessons learned, unexpected benefits/successes, discoveries, or any other positive result of the trip)
  - viii. A description of any further actions that will be taken to capitalize on successes from the trip
  - ix. Follow-up with contacts made on the trip
  - x. Research on any leads or ideas picked up on the trip
  - xi. How results or findings from the trip may be applied to the next trip, and
  - xii. Plans for the distribution of any beneficial information gathered on the trip to Consultant's members or other parties that may benefit from it;
  - E. Make efforts to formally connect and cultivate information exchanges between Austin's local creative sector and that of other cities/countries, arts organizations or government arts programs through domestic or international recruitment trips, remote communications, or via business collateral, etc.
  - F. Include in your recruiting efforts No-Tech and Low-Tech clean industry companies that have a tolerance and process for hiring large numbers of persons with challenged backgrounds, and prospects for the Austin [re] Manufacturing HUB and refer to EDD.
  - G. Include in your monthly report all Domestic Business leads that show an interest in relocating or making a direct investment in the City of Austin (See Contract Manager for form template).
8. Business Development Services.
- Consultant shall:
- A. Provide monthly status reports regarding progress on the Business Development Services deliverables listed herein (12 reports total per Exhibit B.)
  - B. Setup a discussion(s) with local business community representatives to address local business obstacles and opportunities;
  - C. Based on the discussion in 8.B., generate and submit a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis report of those obstacles and opportunities, including a perspective on the quality of business life;
  - D. Based upon the discussion in 8.B., and through other means of surveying, Consultant should make a "Good Faith Effort" to refer at least 10 qualified businesses to the City's Family Business Loan Program (FBLP) for the purpose of job creation.
  - E. Generate a monthly newsletter and calendar of events;

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- F. Participate in familiarization events and site visits for businesses from other cities, as needed (e.g., serve as liaison, itinerary planning, and/or participate in planned events);
- G. Communicate with EDD's Small Business Development Program to ensure maximum awareness and/or participation in EDD's events (e.g., Locally Austin.org, Getting Connected);
- H. Provide a link on Consultant website to the SXSW music, interactive, and film showcases;
- I. Provide on-going business and economic development advocacy assistance in communities of influence within Austin;
- J. Sponsor business and economic development trade missions with countries where GAHCC has natural and/or developed ties and influence, promoting Austin as a business destination;
- K. International Business Recruitment/Trade Mission\* Activities. Consultant is provided the opportunity to:
  - i. Participate in at least three (3) trade mission trips before the end of the contract year, organized by the Consultant, the Greater Austin Chamber of Commerce or by another organizer as approved by EDD;
  - ii. Submit a complete trade mission trip schedule for the year within 60 days of contract signature;
  - iii. Coordinate with the City and other chamber organizations as necessary;
  - iv. Coordinate with the Governor's Office of International Business and Recruitment and the U.S. Department of Commerce to leverage US assets and business infrastructure in facilitating/maximizing trip success;
  - v. Develop and submit Pre--Trip Plan (per Exhibit B), including a budget and work plan. Budget must include each traveler's transit, hotel, meal, and per diem costs, and any other justifiable costs necessary and reasonable to successfully achieve the objectives of the trip. Plan must include trip description, trip rationale, and name and role of each Consultant representative participating in the trip;
  - vi. Develop and submit a Post Trip Report (per Exhibit B) that includes:
    - a. Trip description and rationale,
    - b. Trip itinerary – destination, dates, major event attended, activities,
    - c. Name and roles of each Consultant representative participating on the mission trip,
    - d. A description of the purpose of each event and activity attended and who attended,
    - e. A list of the companies contacted during mission trip,
    - f. A description of the results and outcomes achieved from the mission trip that will provide potential benefit to Consultant, its members. and Austin's overall economy and business,
    - g. A description of outcomes resulting from the trip (lessons learned, unexpected benefits/successes, discoveries, or any other positive result of the mission trip),

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- h. A description of any further actions that will be taken to capitalize on successes from the trip,
  - i. Continually follow-up with and develop leads/contacts discovered on the mission trip,
  - j. Research on any leads or ideas picked up on the mission trip,
  - k. Determine how results or findings from the trip may be applied to the next mission trip, and
  - l. Plans for the distribution of any beneficial information gathered on the mission trip to Consultant's members or other parties that may benefit from it.
  - m. Make efforts to formally connect and cultivate information exchanges between Austin's local creative sector and that of other cities/countries, arts organizations or government arts programs through domestic or international recruitment trips, remote communications, or via business collateral, etc.
  - n. Include in your monthly report all International Business leads that show an interest in relocating or making a foreign direct investment in the City of Austin (See Contract Manager for form template).
- 9. Design and conduct one Import/Export Training Activity as a distinctly separate event. The collaborative effort is to have no less than 40 people attend. Target satisfaction rate for the session will be 90% of attendees report learning something about the Import/Export field. Consultant is required to submit Import/Export Event Report (per Exhibit B).
  - A. Training class topic,
  - B. Training class sign-in sheets as provided by Contract Manager and completed by participants,
  - C. Training class Course Evaluations as provided by Contract Manager and completed by participants,
  - D. Training class Course Evaluation Summary, and
  - E. Training class instructor's report.
- 10. Consultant can provide a constituent venue during SXSW to promote chamber services, drive corporate membership and serve as a landing and launching pad for Cultural Arts, Film, Music and Interactive clientele. Consultant can use this opportunity to foster business expansion and/or exchange.
- 11. Economic Development Accelerator Program (EDAP):  
The EDAP will include the following:
  - A. Consultant will schedule and hold at least one EDAP Training Session prior to the end of the contract year. Consultant will produce a comprehensive project document detailing the services and curriculum which will include business

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subjects such as finance, marketing and other components the contractor recommends for success of the project to EDD at least 90 days prior to pilot start date.

- B. Consultant will evaluate the project per training session through a Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis report to include successes, topics covered, number of businesses served, foreign country business environment changes and their affects on project, special needs, and modify future training sessions based on feedback and/or results. Consultant Target Satisfaction Rate for the classes will be 90% of attendees report learning something useful to assist them in locating, expanding or launching their business in Austin, Texas.
  - C. Consultant will use training session sign-in sheets as provided by Contract Manager and completed by participants.
  - D. Consultant will use course evaluation forms for each training session as provided by Contract Manager and completed by participants.
  - E. Consultant will submit an Annual Program Final Report by February 28, 2015:
  - F. The EDAP will be designated a standing Project, with the following requirements as listed in item b above for each option year.
  - G. Consultant will use a goal of 30 total EDAP participants during contract period.
12. City Purchases.  
Consultant shall offer or grant member status for individuals or departments of the City of Austin for the purpose of purchasing event tickets/tables or booth space in the support of events sponsored by the Consultant.
13. Publicity:  
Consultant shall publicize the activities conducted by the Consultant under this Agreement. Consultant shall acknowledge the City's support in all electronic and printed materials and advertisements pertinent to City-funded programs/projects. Consultant shall use the city's approved seal and credit line information as follows: This project is supported in part by the City of Austin's Economic Development Department (per Exhibit B).
14. Documentation  
Consultant shall document in hard copy paper form all requirements such as reports, updates, and any other submission in accordance with this consulting contract and submit to the City at end of each contract year, as follows:

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- A. Documentation should arrive in an appropriate sized 3-Ringed Binder with your Chamber's name, ID or logo on it along the spine and on the front cover.
- B. There should be an Annual Report that provides a comprehensive snap shot of the year's accomplishments (Two pages max). Following that, should be a copy of your signed contract for current year ending February 28,2016
- C. The binder should have a copy of all submissions in accordance with your contract.
- D. The binder should be naturally tabbed to provide separation from other specific items, allowing for easy search and find, if necessary. For example, The Monthly Reports and Invoices should be together just as they are submitted throughout the year.

\* International Business Recruitment/Trade Missions include coordinated trips lead by the Consultant from Austin, Texas to international business destinations and coordinated trips sponsored by the Consultant from international business locations to Austin, Texas.



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**A. AMOUNT**

City's total liability for payment of funds to Consultant under this Agreement shall not exceed TWO HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$212,750) per contract period.

**B. SCHEDULE**

Payment Due Date: Consultant must first update a 5-Year Strategic Plan before receiving any portion of the total contract amount. Upon completion of the Plan, Consultant shall be paid a portion of the total contract amount only upon Project Manager's approval of each Deliverable, as follows:

<b>Deliverables</b>	<b>Amount</b>
Collaborative Import/Export Event (Developed & Submitted)	\$2,100
Collaborative Import/Export Event (Final Report Submitted)	\$3,000
5-Year Strategic Plan (Update, Maintain, & Plan Submitted)	\$5,000
Non-Profit Capacity Building (Report/Plan Submitted)	\$7,900
Expo Work and Marketing Plan (Work Plan Submitted)	\$7,000
Expo Job Training Class (Training Class Report Submitted)	\$5,000
Expo Job Fair (Final Report Submitted)	\$5,000
Information Portal Webpage (Updated, Maintained & Report Submitted)	\$3,500
Economic Development Staff/Chamber Official Training (Training Plan Submitted)	\$3,000
Collaborative Industry Development Forum Work & Marketing Plan (Joint Work Plan Submitted)	\$5,000
Collaborative Industry Development Forum (1) (Forum Complete & Report Submitted)	\$10,700
Targeted Industry Development Forum Chamber Work & Marketing Plan (Work Plan Submitted)	\$12,000
Targeted Industry Development Forum (Chamber) (2) (Forum Complete & Report Submitted)	\$14,700
Business Accelerator Project	\$10,000
Domestic Economic Development Recruiting Trips (Pre-Trip Plans & Post Trip Reports Submitted)	\$15,000
Business Development Services ( <b>a.</b> Use of City Seal and Credit Line; <b>b.</b> Ongoing Cultural Arts Referral; <b>c.</b> 4 Family Business Loan Program Referral annually; <b>d.</b> Publication of monthly Newsletters and Calendar of Events; <b>e.</b> Complete Documentation of all submissions via Binder with Annual Report; <b>f.</b> At least Twelve Monthly Reconciliation Reports; <b>g.</b> SXSW Business Venue; <b>h.</b> Pre-Trip Plans and Post Trip Reports; <b>i.</b> Membership Status to City Staff and Departments; <b>j.</b> EDAP Actions Items Completed and Report Submitted; <b>k.</b> twelve monthly status reports regarding all deliverables for this item, each report to be invoiced monthly, with eleven billed at \$8,650.41 and one billed at 8,650.49)	\$103,850
<b>Total</b>	<b>\$212,750</b>

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**C. METHOD OF PAYMENT**

1. **Billing:** Consultant will submit a monthly Reconciliation Report on or before the first day of each month that details completed program deliverables with line item amounts, invoice total, invoice date, and invoice number. A report template will be furnished by EDD. There are no additional costs authorized beyond the \$212,750 outlined above; for example, Consultant will incur any and all costs for all contract related trips.
2. Exhibit A containing the Scope of Work is attached and incorporated for all purposes.