

AMENDMENT NO. 6 TO THE
CONSULTING AGREEMENT BETWEEN THE
CITY OF AUSTIN
AND THE
GREATER AUSTIN BLACK CHAMBER OF COMMERCE
NA 150000079

This Amendment ("Amendment") to the Consulting Agreement ("Agreement") is entered by and between the City of Austin ("City") and the Greater Austin Black 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 completed 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: Pam Hawkins

TITLE: CEO

DATE: 2/28/2020

Approved as to form:



Assistant City Attorney



Amendment No. 5
to
Contract No. NA150000079
for
Professional Outreach Services
between
Capital City African American Chamber of Commerce
DBA Greater Austin Black 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 \$171,000.00 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	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$171,000.00	\$342,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$171,000.00	\$513,000.00
Amendment No. 3: Option 3 – Extension 03/01/2018 – 02/28/2019 Old Exhibit A & B (03/01/2015) superseded by new Exhibit A & B (03/01/2018) 04/17/2018	\$171,000.00	\$684,000.00
Amendment No. 4: Corrective Amendment to record Administrative Increase of \$13,000.00 (Issued 06/01/2015) 06/06/2018	\$13,000.00	\$697,000.00
Amendment No. 5: Option 4 – Extension 03/01/2019 – 02/28/2020	\$171,000.00	\$868,000.00

- 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: 

James Scarboro
Purchasing Officer

By: 

Capital City African American Chamber of Commerce
DBA Greater Austin Black Chamber of Commerce
912 East 11th Street, Suite A
Austin, Texas 78702

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. NA150000079
for
Professional Outreach Services
between
Capital City African American Chamber of Commerce
DBA Greater Austin Black 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 – 20/28/2016	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$171,000.00	\$342,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$171,000.00	\$513,000.00
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	\$171,000.00	\$684,000.00
Amendment No. 4: Corrective Amendment to record Administrative Increase of \$13,000.00 (Issued 06/01/2015) 06/06/2018	\$13,000.00	\$697,000.00

- 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: Cynthia Ellis 6.6.18

Marty James
Procurement Specialist III
City of Austin – Purchasing Office



Amendment No. 3
to
Contract No. NA150000079
for
Professional Outreach Services
between
Capital City African American Chamber of Commerce
DBA Greater Austin Black 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 \$171,000.00 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	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$171,000.00	\$342,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$171,000.00	\$513,000.00
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	\$171,000.00	\$684,000.00

- 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:  _____

Capital City African American Chamber of Commerce
DBA Greater Austin Black Chamber of Commerce
912 East 11th Street, Suite A
Austin, Texas 78702
(512) 459-1181

City of Austin

By: _____

City of Austin
Assistant City Manager

Approved to the Form:

By:  _____

City of Austin
Law Department

**CONSULTING AGREEMENT BETWEEN
THE CITY OF AUSTIN AND THE
GREATER AUSTIN BLACK 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 Black 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 African American 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 these 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 ONE HUNDRED SEVENTY ONE THOUSAND DOLLARS (\$171,000.00) 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 7th day of the month. There are a total of twelve Status Reports required under this Agreement, and twelve Status Reports are to be invoiced at **\$7500.00**. 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 **\$171,000.00** 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:
Natalie Madeira Cofield
President & CEO
Greater Austin Black Chamber of Commerce
912 East 11th Street, Suite A
Austin, TX 78702
Phone (512) 459-1181

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: Sue Edwards 4.2.15

Approved as to Form:

C. Crosby 4-2-15

C. Crosby

Assistant City Attorney

Consultant
CONSULTANT

By: Ashton Cumberbatch

Name: Ashton Cumberbatch

Title: Board President

Date: 3.30.15

By: 3.30.15

Name: Natalie Madeira Cofield

Title: President & CEO

Date: Natalie M. Cofield

CONSULTING AGREEMENT
CITY OF AUSTIN AND
GREATER AUSTIN BLACK 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 African-American business community and categorizes them into micro, small, medium, and large, referencing 2009-2010 base line; and
 - G. Assessment the number of African-American 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 (per Exhibit B).
3. Diversity Employment Expo.
Consultant shall work jointly with the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic 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;

CONSULTING AGREEMENT
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EXHIBIT A, MARCH 1, 2015

- D. Confirming not less than twelve (12) exhibitors in writing by 30 days before Expo;
 - E. Confirming receipt of Training Session sign-in sheet and Course Evaluation form from Contract Manager;
 - F. Ensuring 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 Final Job Training Class Report 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 African-American 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 portal 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

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EXHIBIT A, MARCH 1, 2015

- d. International Trade Center of San Antonio, or
 - e. Another training source requiring approval;
 - B. Submitting an Economic Development/Staff/Chamber Official 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 Hispanic Chamber of Commerce, 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 African-American 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;
 - vi. Submit a Work and Marketing Plan at least 90 days out from each event date (CIDF and TIDF Work and Marketing Plan),
 - vii. Submit a Joint Report on the facilitators, panelists, speakers, etc. at least 60 days out from event date (per Exhibit B,
 - viii. Marketing efforts including online advertising at least 60 days out from event date,
 - ix. Ensure the Forum consists of one or more public guest panelists considered experts in the subject matter processes, procedures, or field of discussion,
 - x. Confirm receipt of the Forum Evaluation form,
 - xi. Opportunity at event for attendees to become Chamber members,
 - xii. Submit a Joint CIDF Final Report, including:

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EXHIBIT A, MARCH 1, 2015

- 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 Industry Forum 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 EGRSO;
 - B. Coordinate with the trip organizer and the City as necessary;
 - C. Develop and submit a Pre-Trip Plan, 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;
 - 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
 - iv. A description of the purpose of each event and activity attended and who attended

CONSULTING AGREEMENT
CITY OF AUSTIN AND
GREATER AUSTIN BLACK CHAMBER OF COMMERCE

EXHIBIT A, MARCH 1, 2015

- 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 program 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 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 8B., generate and submit a (SWOT) analysis report of those obstacles and opportunities, including a perspective on the quality of business life;
 - D. Based on the discussions in 8.B and through other means of surveying, Consultant should make a "Good Faith Effort" to refer at least 6 qualified businesses annually to the City's Family Business Loan Program (FBLP) for the purpose of job creation.
 - E. Generate a monthly newsletter and calendar of events to include Consultant's website link on where to find jobs at newly recruited city incentivized companies located within Austin.

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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 (Getting Connected and Ups and Downs of a Second Location);
- H. Provide a link on Consultant website to the SXSW music, interactive, and film showcases;
- I. Provides on-going business and economic development advocacy assistance in communities of influence within Austin; and
- J. Sponsor business and economic development trade missions with countries where Consultant 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 two (2) trade mission trips before end of 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 (per Exhibit B) Report 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),

CONSULTING AGREEMENT
CITY OF AUSTIN AND
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EXHIBIT A, MARCH 1, 2015

- 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. City Purchases.

Consultant shall offer or grant member status for city employees 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.

CONSULTING AGREEMENT
CITY OF AUSTIN AND
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EXHIBIT A, MARCH 1, 2015

12. 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).

13. 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 the end of each contract year, as follows:
 - 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.

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
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EXHIBIT B, MARCH 1, 2015**

A. AMOUNT

City's total liability for payment of funds to Consultant under this Agreement shall not exceed ONE HUNDRED SEVENTY ONE THOUSAND DOLLARS (\$171,000) 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:

Deliverables	Amount
Collaborative Import/Export Event Work Plan (Developed & Submitted)	\$1,700
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)	\$8,300
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 Work & Marketing Plan (Work Plan Submitted)	\$8,000
Targeted Industry Development Forum (1) (Forum Complete & Report Submitted)	\$5,300
Domestic Economic Development Recruiting Trips (Pre Trip Plans & Post Trip Reports Submitted on all domestic travel)	\$10,500
Business Development Services (a. Use of City Seal and Credit Line; b. Ongoing Cultural Arts Referral; c. 4 Family Business Loan Program Referral annually; d. Publication of monthly Newsletters and Calendar of Events; e. Complete Documentation of all submissions via Binder with Annual Report; f. At least Twelve Monthly Reconciliation Reports; g. SXSW Business Venue; h. Pre-Trip Plans and Post Trip Reports; i. Membership Status to City Staff and Departments; j. Twelve monthly status reports regarding all deliverables for this item, each report to be invoiced monthly at \$7500 each)	\$90,000
Total	\$171,000

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
GREATER AUSTIN BLACK CHAMBER OF COMMERCE
EXHIBIT B, MARCH 1, 2015**

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 \$171,000 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.

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
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EXHIBIT A
MARCH 1, 2018**

1. Collaborative Industry Development Forum (1A & 1B)

- A. Focus on a growth industry agreed upon by all the chambers. Be open to input from Global Business Division of EDD, if possible.
- B. Ensure Forum's overall participation target is 15 businesses leaders.
- C. Submit a Collaborative Industry Report that includes your agenda, proof of venue, and a description of the impact to the chamber's membership such as any business that took advantage of the information from the event, or survey comments that were positive. Distribute a survey and summarize your results to determine impact on attendees.
- D. Ensure a sign-in sheet is completed for attendees.

2. 5-Year Strategic Plan (1C)

- A. Provide a one-year update that is no longer than one page and submit.

3. Chamber Board Retreat (1D)

- A. Provide a one-page report on your agenda, proof of venue, and the number of board members attended.

4. Collaborative Expo Job Fair (1E & 1F)

- A. Submit a Work and Marketing Plan and a Final Report that shows proof of venue, any class schedule, and target at least 50 exhibitors from a variety of private, public, non-profit, large and small companies or agencies.
- B. Attempt to include strategies to achieve one hundred minority job seekers.

5. Chamber Assessment/Formula Development (1G)

- A. This series of meetings will be led by a facilitator and is designed to assist you in moving your focus to the City's new Strategic Plan with its new Six Priorities. You will be assessed and required to assist in developing the formula for funding chambers. More to be determine.

6. Information Portal Webpage (1H)

- A. Consultant shall complete and Information Portal Report that provides a one-page document on any changes or updates, performed during the year to include:
 - 1. Update and maintain the information Portal Webpage that makes demographic, economic, and cultural information on the chamber's community accessible to companies interested in relocating or doing business in Austin, and
 - 2. Develop a visible link to the Music Division webpage promoting "Best Practices in Hiring Local Musicians and Artists". Document the link and report to the Music and Cultural Arts Divisions when complete.

7. Economic Development Staff/Chamber Official Training (1I)

- A. Consultant will create an Economic Development Training Plan for chamber staff and officials, including a Draft Training Plan that includes the Course Title, Description, Curriculum, etc.
- B. Board Members (such as the Chair and Vice Chair) are also eligible and are encouraged to attend training, but only if the staff cannot attend or has already taken the training.
- C. Approved Training Sources are as follows:
 - 1. International Economic Development Council (IEDC)
 - 2. Texas Economic Development Council (TEDC)
 - 3. Texas Community Development Institute (CDI)
 - 4. Texas Leadership Institute/Lower Colorado River Authority
 - 5. International Trade Center of San Antonio (ITCSA)

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CITY OF AUSTIN AND
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EXHIBIT A
MARCH 1, 2018**

6. National Development Council (NDC)
7. Other established training source
- D. Submit your Economic Development Training Plan to EDD for approval prior to execution.
- 8. Creative Economy Subcommittee Project (1J)**
 - A. Consultant shall conduct a Pilot Project by creating a one-year Creative Economy Subcommittee within the Chamber to meet at least quarterly and assist with furthering the goals of various City Council-adopted policies that are focused on improving Austin's creative sector. A few examples of the kinds of issues this Subcommittee might consider addressing are: 1) What are the best ways the Chamber can help our local creatives obtain the skills they need to be successful? 2) What are the best ways the Chamber can help our local creatives find the space they need to be successful? and 3) What are the best ways the Chamber can help to increase awareness of the ongoing work that our local creative sector is doing? Please note that the examples are not to be considered the only ones that the Subcommittee might want to work on.
 - B. The Subcommittee will host two mixers annually to connect members of the creative community with chamber members to discuss needs and develop strategies to grow the creative economy.
 - C. A report shall be compiled and submitted to the City of Austin Economic Development Department's Cultural Arts Division at the end of the contract term that summarizes the efforts of the Creative Economy Subcommittee, including recommendations for next steps that should be taken. The report should also summarize the activities and number of attendees at each mixer, including a brief description of the positive outcomes that resulted from the mixer.
- 9. Business Engagement Questionnaire (1K)**
 - A. Consultant shall conduct an analysis on local businesses to determine needs and catalog any problems that are associated with doing business in Austin. The analysis requires that you perform direct engagement with businesses, document any/all problems mentioned by the business operator. Consultant shall create two "quality business- interactions" per month for a total of no less than 24 annually.
 - B. A revised questionnaire will be developed by Global Business to aid in the capture of this information. Consultant shall submit a report of your findings based upon the format of the full-length each month under the monthly coversheet, unless otherwise instructed.
- 10. Untapped Business Market (1L)**
 - A. Consultant will select an untapped business market to determine how best to reach businesses. Consultant shall make the approach, and bring back a report on the discussion and best practices for reaching business members.
- 11. State/National Chamber of Commerce Conferences and Affiliations (1M)**
 - A. Consultant shall make a good faith effort to create an affiliate relationship with a state and/or national chamber of commerce association. Consultant shall provide a one-page report showing proof of affiliate status, and periodic engagement to gain resources, connections, business opportunities, professional development and education. benefits, etc. Consultant is highly encouraged to seek and build an on-going working relationship to gain resources, connections, business opportunities, professional development, and education. Periodic face-to-face engagement of chamber president and staff ensures the transfer of "best practices" for chamber type organizations with similar goals and business model. This enhances effectiveness and efficiency as a chamber ultimately benefiting Chamber membership and the community at-large.
- 12. Domestic Economic Development Recruiting Trips (2A)**
 - A. Consultant can participate in Domestic Recruiting Trips that are pre-approved by Global Business. This can include accompanying an organizer on the trip such as the Greater Austin

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CITY OF AUSTIN AND
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EXHIBIT A
MARCH 1, 2018**

Chamber of Commerce or by planning, hosting and performing the recruitment and decided with Global Business prior to the trip. The reporting mechanism are the Pre-Trip Plans and Post-Trip Reports.

- 13. Use of City Seal and Credit Line on marketing material. (3A)**
- 14. 5 Volunteers for Peer Panel referrals for Creative Community by April 6th. (3B)**

A. Consultant shall encourage members to become referrals and provide a report of referrals made to include a list of referred names, email addresses and phone number, where possible.
- 15. 10 Family Business Loan/Veterans Business Loans Initiative Program Referrals. (3C)**

A. Consultant shall submit a cumulative report of no less than 10 business referrals by end of the year. Report shall include point of contact with name, business name and address, phone number and email address of each referral, where possible.
- 16. 5 Minority-owned non-construction business referrals. (3D)**

A. Consultant shall submit a cumulative report of no less than 5 business referrals by the end of the year. Report shall include point of contact with name, business name and address, phone number and email address of each referral, where possible.
- 17. Publication of monthly Newsletter and Calendar of Events. (3E)**
- 18. Documentation of submissions via Two Binders with Annual Report. (3F)**

A. Consultant shall submit all reports and correspondence via email, but create two (copies) via 3-Ringed Binders with Chamber name, ID or logo of same reports. One binder shall be submitted to the Contract Manager and one binder shall be kept for on-site record keeping and maintained. If a different method of documentation is designed, Contract Manager shall be allowed to redirect for efficiency purposes.

B. Consultant shall organize the binders according to Exhibit B's indexing along the far-left column and be tabbed to easily find documents. Monthly Reports and Invoices should be together just as they are submitted throughout the year.

C. Consultant shall include an Annual Report Summarizing the year, a fully accountable Reconciliation Sheet with completed binder (unless otherwise provided) and this shall be considered the annual close out report.
- 19. Promote/Support SXSW Planning by Global Business. (3G)**

A. Participation with Global Business is highly encouraged.
- 20. Membership Status to City Staff and Department. (3I)**

A. Consultant shall ensure consistency in pricing for events for city staff and department.
- 21. Attends MECA scheduled meetings. (3J)**

A. Consultant shall make a good faith effort to attend regularly scheduled and impromptu meetings, regardless of host site or sponsor.
- 22. Reconciliation Report is to be used. (3K)**

A. Consultant shall submit a rolling report via email and use this report to ensure payments and balances are accurately monitored no less than monthly, and during discrepancies/backlogs.
- 23. 12 Monthly Status Reports. (3L)**

A. Consultant shall submit this report monthly along with an invoice (s). Report should tell your story and not be more than 2 pages max, preferably one page.
- 24. Business Accelerator/International Trips/ (Inbound or Outbound) (4A)**

A. Consultant can create a business accelerator or use funding for International Trips or both. For business accelerator, Consultant shall provide proof of venue, number of attendees, curriculum, class schedule and use a Pre-Trip Plan and Post-Trip Report. Consultant shall be co-hosting international delegations; planning, hosting activities while in and out of the foreign market and decided with Global Business. All international trips must be preapproved by Global Business.
- 25. Contract Status Meeting.**

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
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EXHIBIT A
MARCH 1, 2018**

A. Consultant shall notify the Contract Manager immediately prior to any change in the employment status of the principal executive for the sole purpose of determining the exact status of contract deliverables going forward.

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
GREATER AUSTIN BLACK CHAMBER OF COMMERCE
EXHIBIT B, MARCH 1, 2018**

A. AMOUNT

City's total liability for payment of funds to consultant under this agreement shall not exceed ONE HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$171,000.00) per contract period.

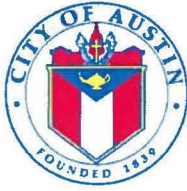
B. SCHEDULE

Payment Due Date: Consultant will be paid within 30-days of receipt of invoice. Consultant will be paid according to the line item amount in Section 1 of Exhibit B, or per eleven invoices billed in the amount of \$7,916.66 each, and one invoice in the amount of \$7,916.74. These twelve invoices will accompany the twelve-monthly status reports.

Exhibit B Matrix on next page.

**CONSULTING AGREEMENT
CITY OF AUSTIN AND
GREATER AUSTIN BLACK CHAMBER OF COMMERCE
EXHIBIT B, MARCH 1, 2018**

	Deliverables	\$ Amounts
1 A	Collaborative Industry Development Forum Work & Marketing Plan (Develop & Submit)	5,000
B	Collaborative Industry Development Forum (Final Report Submit)	9,200
C	5-Year Strategic Plan (Submit an Update Only)	2,500
D	Chamber Board Retreat	4,100
E	Collaborative Expo Job Fair Work and Marketing Plan (Work and Marketing Plan Submitted)	9,000
F	Collaborative Expo Job Fair (Submit Final Report)	7,500
G	Chamber Assessment/Formula Development	3,000
H	Information Portal Webpage (Submit Update Only)	3,500
I	Economic Development Staff/Chamber Official Training (Training Plan Submitted)	3,000
J	Creative Economy Subcommittee Project (Two Mixers/Meet every other month and Report by EOY)	5,000
K	Business Engagement Questionnaire	5,000
L	Untapped Business Market (Report discussions/best practices for reaching business members)	2,600
M	State/National Chamber of Commerce/Other Conferences and Affiliations	5,000
2 A	Domestic Economic Development Recruiting Trips (Trips must be pre-approved by Global Business)	5,000
	Business Development Service/Administration	-
3 A	Use of City Seal and Credit Line on marketing material	
B	5 volunteers encouraged to become Peer Panel <u>referrals</u> for Creative community by April 6th	
C	10 Family Business Loan/Veterans Business Loan Initiative Program <u>referrals</u> annually	
D	5 minority-owned non-construction business <u>referrals</u> to join city's procurement program	
E	Publication of monthly Newsletter and Calendar of Events	
F	Documentation of all submissions via Two Binders (Copies) with Annual Report Summarizing Story	
G	Promote/Support SXSW Planning by Global Business; participation with Global encouraged	
H	Pre-Trip Plans and Post Trip Reports	
I	Membership Status to City Staff and Department	
J	Attends MECA regularly scheduled meetings (Invite Arts & Music Commion for briefing)	
K	Submit a rolling Reconciliation Report that ensures payments and balances are monitored monthly	
L	12 monthly status reports that tell your story in summary.	95,000
4 A	Business Accelerator/International Inbound/Outbound (Trips must be pre-approved by Global Business)	6,600
	Contract Total	171,000



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. NA150000079
for
Professional Outreach Services
between
Capital City African American Chamber of Commerce
dba Greater Austin Black 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 \$171,000.00 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	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$171,000.00	\$342,000.00
Amendment No. 2: Option 2 – Extension 03/01/2017 – 02/28/2018	\$171,000.00	\$513,000.00

- 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: _____ NA _____

James Scarboro
Purchasing Officer

By: James Scarboro

Capital City African American Chamber of Commerce
912 East 11th Street, Suite A
Austin, Texas 78702
(512) 459-1181

City of Austin

By: Don 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. NA150000079
for
Professional Outreach Services
between
Greater Austin Black 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 \$171,000.00 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	\$171,000.00	\$171,000.00
Amendment No. 1: Option 1 – Extension 03/01/2016 – 02/28/2017	\$171,000.00	\$342,000.00

- 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

By: _____

Greater Austin Black Chamber of Commerce
912 E. 11th St., Suite A
Austin, Texas 78702
(512) 459-1181

City of Austin

By: _____

City of Austin
Assistant City Manager

Approved as to Form:

By: _____

City of Austin
Law Department



M E M O R A N D U M

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: May 7, 2015
TO: Memo to File
FROM: Sai Xoomsai Purcell

Economic Development Department takes the project to Council, Laws wrote the contract, and Purchasing role is to create MA as a payment mechanism only.

**CONSULTING AGREEMENT BETWEEN
THE CITY OF AUSTIN AND THE
GREATER AUSTIN BLACK 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 Black 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 gay and lesbian 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 these 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 ONE HUNDRED SEVENTY ONE THOUSAND DOLLARS (\$171,000.00) 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 7th day of the month. There are a total of twelve Status Reports required under this Agreement, and twelve Status Reports are to be invoiced at **\$7500.00**. 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 **\$171,000.00** 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:
Natalie Madeira Cofield
President & CEO
Greater Austin Black Chamber of Commerce
912 East 11th Street, Suite A
Austin, TX 78702
Phone (512) 459-1181

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 into 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: Sue Edwards 4.2.15

Approved as to Form:

C. Crosby 4-2-15
C. Crosby
Assistant City Attorney

Consultant
CONSULTANT

By: Ashton Cumberbatch
Name: Ashton Cumberbatch
Title: Board President
Date: 3.30.15

By: 3.30.15 Natalie Cofield
Name: Natalie Madeira Cofield
Title: President & CEO
Date: Natalie M. Cofield