



Amendment No. 4
to
Contract No. NA150000123
for
Opportunity Austin Campaign
between
Greater Austin Economic Development Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2019 through January 14, 2020. No options remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 01/15/2015 – 01/14/2016 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017 | \$350,000.00 | \$700,000.00 |
| Amendment No. 2: Option 2 – Extension 01/15/2017 – 01/14/2018 | \$350,000.00 | \$1,050,000.00 |
| Amendment No. 3: Option 3 – Extension 01/15/2018 – 01/14/2019 | \$350,000.00 | \$1,400,000.00 |
| Amendment No. 4: Option 4 – Extension 01/15/2019 – 01/14/2020 | \$350,000.00 | \$1,750,000.00 |

- 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: Michael H. Ralston

Greater Austin Economic Development Corporation
535 East 5th Street
Austin, Texas 78701
(512) 322-5640

City of Austin

By: J. Rodney Gonzales

City of Austin - Assistant City Manager
J. Rodney Gonzales

Approved as to Form:

By: R. Pigot

City of Austin
Law Department



Amendment No. 3
to
Contract No. NA150000123
for
Opportunity Austin Campaign
between
Greater Austin Economic Development Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2018 through January 14, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 01/15/2015 – 01/14/2016 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017 | \$350,000.00 | \$700,000.00 |
| Amendment No. 2: Option 2 – Extension 01/15/2017 – 01/14/2018 | \$350,000.00 | \$1,050,000.00 |
| Amendment No. 3: Option 3 – Extension 01/15/2018 – 01/14/2019 | \$350,000.00 | \$1,400,000.00 |

- 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 Economic Development Corporation
535 East 5th Street
Austin, Texas 78701
(512) 322-5640

City of Austin

By:  _____

City of Austin
Assistant City Manager
ACTING CHIEF FINANCIAL
OFFICER

Approved as to Form:

By:  _____

City of Austin
Law Department



Amendment No. 2
to
Contract No. NA150000123
for
Opportunity Austin Campaign
between
Greater Austin Economic Development Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2017 through January 14, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 01/15/2015 – 01/14/2016 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017 | \$350,000.00 | \$700,000.00 |
| Amendment No. 2: Option 2 – Extension 01/15/2017 – 01/14/2018 | \$350,000.00 | \$1,050,000.00 |

- 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: *Dan Edwards*

City of Austin
Assistant City Manager

Approved as to Form:

By: *C. Crosby*

City of Austin
Law Department

By: *Justin Bruner*
CFO
Greater Austin Economic Development Corporation
535 East 5th Street
Austin, Texas 78701
(512) 322-5640



Amendment No. 1
to
Contract No. NA150000123
for
Opportunity Austin Campaign
between
Greater Austin Economic Development Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 15, 2016 through January 14, 2017. Three options remain.
- 2.0 The total contract amount is increased by \$350,000.00 for the extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 01/15/2015 – 01/14/2016 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 01/15/2016 – 01/14/2017 | \$350,000.00 | \$700,000.00 |

- 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: [Signature]

Greater Austin Economic Development Corporation
535 East 5th Street
Austin, Texas 78701
(512) 322-5640

City of Austin

By: [Signature]

City of Austin
Assistant City Manager

Approved as to Form:

By: [Signature]

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.

**AGREEMENT BY AND BETWEEN THE GREATER AUSTIN ECONOMIC
DEVELOPMENT CORPORATION AND THE CITY OF AUSTIN FOR
PARTICIPATION IN THE OPPORTUNITY AUSTIN CAMPAIGN**

THIS AGREEMENT is made and entered into with an effective date of January 15, 2015 ("Effective Date") between Greater Austin Economic Development Corporation, a Texas corporation ("GAEDC") and the City of Austin, Texas ("City"), acting by and through the Economic Development Department ("EDD").

RECITALS

WHEREAS, the GAEDC is implementing Opportunity Austin, a business initiative for Austin and surrounding areas that will encourage economic development and job creation; and

WHEREAS, the Austin City Council has authorized \$350,000 for participation in Opportunity Austin; and

WHEREAS, the Austin City Council has requested that \$250,000 specifically be used for national advertising/public relations and workforce development; and

WHEREAS, GAEDC and the City desire to enter into this Agreement to facilitate implementation of the Opportunity Austin program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, GAEDC and City agree as follows:

1. GAEDC will complete the scope of Work described below. Acceptance and approval of documents or reports by the City shall not constitute a release of the responsibilities and liability of GAEDC for the accuracy and competency of the GAEDC'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 GAEDC. GAEDC shall not complete tasks unauthorized by the City. It is understood and agreed that no claim for extra work finished or materials furnished by GAEDC, nor shall the GAEDC 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 GAEDC without a written request by City and authorization shall be at GAEDC's own risk, cost, and expense. GAEDC further agrees to correct documents or re-execute services as may be required due to the GAEDC's development of documents that are found to be in error or contain defects or omissions at no additional costs to the City.

2. Scope of Work

- A. National Marketing: Execute a media campaign to a national business audience in an effort to create a greater awareness of Austin and Central Texas as a great location to operate a business and create jobs.

Specific objectives:

- a) Create advertisements that differentiate Austin from other communities
- b) Identify appropriate business publications to place advertising that reaches a targeted audience.

Deliverables:

- 1) Place advertisements between January 15, 2015 and January 14, 2016 in accordance with the 2015 Greater Austin Chamber of Commerce Strategic Plan.
- 2) Provide the City a copy of each advertisement, sourcing the publication that contains a placement advertising Austin as a business location.
- 3) City may appoint a City employee to serve on the Economic Development Council that receives monthly reports on the implementation of marketing strategies.
- 4) The City will be invited to quarterly meetings of Opportunity Austin at which time achievements for the previous three months will be reported.
- 5) Implement a national media relations program to generate earned, out of market media coverage for the Greater Austin area.
- 6) Provide quarterly reports to the City of Austin listing accomplishments during the period, including dates and descriptions of earned media coverage generated.

- B. Long Term Workforce Development: Execute a strategy designed to assist in closing the performance achievement gap at the high school level among the most at risk students.

Specific objectives:

- a) Define and implement one high school group tutoring project focused on improving grade point average ("GPA"), TAKS performance and attendance of at risk students; and
- b) Create a sustainable, standardized one on one tutoring development program.

Deliverables:

- 1) Establish one high school group tutoring study group at a high school with a high percentage of at risk students that has a goal of 80% attendance for students and tutors.
- 2) Train at least 25 tutors to work with students individually and/or in groups.
- 3) Provide the City quarterly progress reports on achieving objectives and of program accomplishments.

- C. Clean Energy Technology Business Development: Attract/recruit clean energy technology businesses and related support businesses to Austin.

Specific objectives:

- a) Develop a strategy to determine initial focus for attracting clean energy technology businesses.
- b) Hire staff to focus on implementing business attraction strategy.

Deliverables:

- 1) Annually update the clean energy technology business attraction strategy.
- 2) Employ a full time economic development professional to implement strategy.

- 3) Develop and distribute marketing materials targeting the clean energy industry.
 - 4) Provide the City copies of those materials and details regarding their distribution in quarterly reports.
 - 5) Provide statistics related to economic development activities associated with clean energy prospects to the City in quarterly reports.
3. GAEDC shall furnish and assume full responsibility for all services, facilities, and incidentals necessary for the proper execution and completion of the work.
 4. Term - This Agreement shall become effective on the Effective Date, and shall continue for a period of one year. This Agreement may be extended thereafter for up to four additional one-year periods, subject to the approval of the funding during the City budget process and agreement of the GAEDC and the City Manager or his/her designee.
 5. Payment
 - A. City's financial obligations under this Agreement shall not exceed \$350,000.00 per year during the life of this Agreement, of which \$100,000.00 per year is to be dedicated to the "clean energy" business recruitment initiative, and \$350,000.00 per one-year extension, for deliverables accepted by the City.
 - B. City shall pay any proper invoice within 30 days of City's receipt of the invoice and quarterly report.
 - C. City's payment obligations are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. City shall provide GAEDC 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 City to pay its obligations under this Agreement.
 6. Right to Audit: City's Access to Records. GAEDC 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, examines, or reproduces, any and all records of GAEDC related to the performance under this Agreement.
 7. Indemnity: GAEDC 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 claims, causes of action, damages, attorney's fees and other costs arising out of, incident to, concerning or resulting from the fault of GAEDC, or GAEDC's agents, employees or subcontractors, in the performance of GAEDC's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or GAEDC (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.
 8. Right to Assurance: Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
 9. Default: The GAEDC shall be in default under the Agreement if it (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to

provide adequate assurance of performance under Section 8 or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

10. Termination for Cause: In the event of a default by GAEDC, City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless GAEDC within such ten (10) day period, cures such default, or provides evidence sufficient to prove to City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by City as a result of GAEDC's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

11. Miscellaneous:

- A. Amendment: This Agreement may only be amended by mutual agreement of the Parties expressed in writing and approved and signed by appropriate representatives of each Party.
- B. Jurisdiction and Venue: The Agreement is made under and shall be governed by the laws of the State of Texas. All issues arising from this Agreement shall be resolved in the state courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunction relief from any competent authority as contemplated herein.
- C. Independent Contractor: The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. GAEDC shall be considered an independent contractor.
- D. Notices: Any notices given regarding this Agreement shall be provided to the following contacts. A Party may specify a new contract by notifying the other Party in writing:

GAEDC Contact:

Mike W. Rollins, President
Greater Austin Chamber of Commerce
210 Barton Springs Rd, Ste. 400
Austin, TX 78704
P: (512) 322-5615
F: (512) 478-9615

City Contact:

David Colligan, Economic Development Manager
Economic Development Department
301 W. 2nd Street, Suite 2030
Austin, TX 78701
P: (512) 974-6381
F: (512) 974-7825

- E. Confidentiality: Each Party agrees that it shall not disclose to a third party (other than the Party's employees, counsel, consultants or agents) and will maintain in strict confidence the terms and conditions of this Agreement and any information that may

be exchanged or developed pursuant to this Agreement, except when such disclosure may be required by applicable law or regulation.

- F. Entire Agreement: This Agreement and its attachments constitute the entire agreement between the parties with respect to the matters contained in this Agreement.
- G. Prohibition against personal interest in contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from the solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of GAEDC shall render the Agreement voidable by the City.
- H. Gratuities: City may, by written notice to GAEDC, terminate the Agreement without liability if it is determined by the City that gratuities were offered or given by GAEDC or any agent or representative of GAEDC to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement. In the event the Agreement is terminated by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by GAEDC in providing such gratuities.
- I. Living Wages and Benefits (applicable to procurements involving the use of labor):
1. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum living wage for City employees is \$11.39 per hour. This minimum wage is required for any GAEDC employee assigned to this City Contract unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
 2. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. GAEDC must provide health insurance with optional family coverage for all GAEDC employees assigned to this Agreement.
- J. Insurance:
GAEDC'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: GAEDC's policy shall include: Waiver of Subrogation, Form WC 420304, or equivalent coverage; and thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

their duly authorized representatives.

CITY OF AUSTIN

By: Dan Edwards

Title: Assistant City Manager

Date: 7/30/2015

GREATER AUSTIN ECONOMIC DEVELOPMENT CORPORATION

By: Michael W. Keller

Title: President

Date: 7/24/15

Approved as to Form:

C. Crosby 7/27/2015