



Amendment No. 5
to
Contract No. PA140000024
for
Professional Services
between
Center for Child Protection
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2018 through September 30, 2019. Zero options remain.
- 2.0 The total contract amount is increased by \$369,396.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2013 – 09/30/2014	\$369,396.00	\$369,396.00
Amendment No. 1: Option 1 – Extension 10/01/2014 – 09/30/2015	\$369,396.00	\$738,792.00
Amendment No. 2: Option 2 – Extension 10/01/2015 – 09/30/2016	\$369,396.00	\$1,108,188.00
Amendment No. 3: Option 3 – Extension 10/01/2016 – 09/30/2017	\$369,396.00	\$1,477,84.00
Amendment No. 4: Option 4 – Extension 10/01/2017 – 09/30/2018	\$369,396.00	\$1,846,980.00
Amendment No. 5: Option 5 – Extension 10/01/2018 – 09/30/2019	\$369,396.00	\$2,216,376.00

- 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.

Sign/Date:

Printed Name: Michael Torres
Authorized Representative

Center for Child Protection
8509 FM 969, Building 2
Austin, Texas 78724
(512) 472-1164
mtorres@centerforchildprotection.org

Sign/Date:

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



Amendment No. 4
to
Contract No. PA140000024
for
Professional Services
between
Center for Child Protection
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2017 through September 30, 2018. One option will remain.
- 2.0 The total contract amount is increased by \$369,396.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2013 – 09/30/2014	\$369,396.00	\$369,396.00
Amendment No. 1: Option 1 – Extension 10/01/2014 – 09/30/2015	\$369,396.00	\$738,792.00
Amendment No. 2: Option 2 – Extension 10/01/2015 – 09/30/2016	\$369,396.00	\$1,108,188.00
Amendment No. 3: Option 3 – Extension 10/01/2016 – 09/30/2017	\$369,396.00	\$1,477,84.00
Amendment No. 4: Option 4 – Extension 10/01/2017 – 09/30/2018	\$369,396.00	\$1,846,980.00

- 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.

Sign/Date:

Printed Name: Michael Torres
Authorized Representative

Center for Child Protection
8509 FM 969, Building 2
Austin, Texas 78724
(512) 472-1164
mtorres@centerforchildprotection.org

Sign/Date:

Linell Goodin-Brown
9-19-17
Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. PA140000024
for
Professional Services
between
Center for Child Protection
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 01, 2016 through September 30, 2017. Two options will remain.
- 2.0 The total contract amount is increased by \$369,396.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2013 – 09/30/2014	\$369,396.00	\$369,396.00
Amendment No. 1: Option 1 – Extension 10/01/2014 – 09/30/2015	\$369,396.00	\$738,792.00
Amendment No. 2: Option 2 – Extension 10/01/2015 – 09/30/2016	\$369,396.00	\$1,108,188.00
Amendment No. 3: Option 3 – Extension 10/01/2016 – 09/30/2017	\$369,396.00	\$1,477,584.00

- 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.

Sign/Date:

Printed Name: _____
Authorized Representative
Michael Torres
Center for Child Protection
8509 FM 969 Building 2
Austin, TX 78724
mtorres@centerforchildprotection.org
512-472-1164

Sign/Date:

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. PA140000024
for
Professional Services
between
Center for Child Protection
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 01, 2015 through September 30, 2016. Three options will remain.
- 2.0 The total contract amount is increased by \$369,396.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2013 – 09/30/2014	\$369,396.00	\$369,396.00
Amendment No. 1: Option 1 – Extension 10/01/2014 – 09/30/2015	\$369,396.00	\$738,792.00
Amendment No. 2: Option 2 – Extension 10/01/2015 – 09/30/2016	\$369,396.00	\$1,108,188.00

- 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.

Sign/Date: _____

Printed Name: Michael Torres
Authorized Representative
Center for Child Protection
8509 FM 969 Building 2
Austin, TX 78724

Michael Torres
8509 FM 969 Building 2
Austin, Texas 78724
mtorres@centerforchildprotection.org
512-472-1164

Sign/Date: _____

Joe Barrios
Acting Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No.1
of
Contract No. PA140000024
for
Profession Services
between
Center for Child Protection
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2014, the term for the extension option will October 1, 2014 to September 30, 2015 and there are four remaining options.
- 2.0 The total Contract amount is increased by \$369,396.00 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount	Total Contract Amount
Basic Term: 10/01/13 – 09/30/14	\$369,396.00	\$369,396.00
Amendment No. 1: Option 1 10/01/14 – 09/30/15	\$369,396.00	\$738,792.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (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.

Signature: _____
Authorized Representative

Center for Child Protection
8509 FM 969 Building 2
Austin, TX 78724

Signature:  9/25/14
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Financial and Administrative Service Department
Purchasing Office
124 W. 8th St., Ste. 310, Austin, Texas 78701

January 27, 2014

Center for Child Protection
Attn: Mr. Michael Torres
8509 FM 969 Bldg. 2
Austin, Texas 78724

Dear Mr. Torres:

The Austin City Council approved the execution of a contract with your company for professional service for program expenses related to the protection of abused children for the Austin Police Department.

Responsible Department:	Austin Police Department
Department Contact Person:	Alice Suter
Department Contact Email Address:	Alice.suter@austintexas.gov
Department Contact Telephone:	(512) 974-5069
Project Name:	Child Protection
Contractor Name:	Center for Child Protection
Contract Number:	MA 8700 PA140000024
Contract Period:	October 1, 2013 thru September 30, 2014
Dollar Amount	\$369,396.00
Extension Options:	Five – 12 month options
Requisition Number:	RQM 8700 13120400104
Agenda Item Number:	65
Council Approval Date:	December 12, 2013

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

Sincerely,

Danielle Lord, M.B.A., C.P.M., A.P.P.
Corporate Contract Compliance Manager
City of Austin Purchasing Office
Finance and Administrative Service Department

cc: Mr. Torres
Ms. Suter



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
CENTER FOR CHILD PROTECTION
FOR
PROFESSIONAL SERVICES**

CONTRACT AMOUNT: \$369,396

This Contract is made by and between the City of Austin ("City") acting by and through the Austin Police Department ("APD"), a home-rule municipality incorporated by the State of Texas, and Center for Child Protection ("Contractor"), a Texas non-profit corporation, having offices at 8509 FM 969, Bldg. 2, Austin, TX, 78724 to provide professional services to the City and to perform functions which are mutually beneficial to the contracting parties.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the Program Work Statement, attached hereto as Exhibit A.1.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Program Work Statement. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** City's Contract Manager for this Contract shall be responsible for oversight and monitoring of Contractor's performance under this Contract.

1.4.1 City's Contract Manager, Alice Suter, or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Michael Torres, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** This agreement is effective on October 1, 2013, and the initial term will terminate on September 30, 2014. It may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the availability of funding and approval of the Contractor and the City Purchasing Officer or his designee.

SECTION 3. PROGRAM WORK STATEMENT

4.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in Exhibit A.1, Program Work Statement in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.2 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the amount payable by the City shall not exceed \$369,396 for the initial contract term, with five (5) twelve (12) month extension options in an amount not to exceed \$369,396 per extension option, for a total contract amount not to exceed \$2,216,376 as identified in Section 2.1.

4.3 Requests for Payment.

Payment to the Contractor shall be due thirty (30) calendar days following receipt by City's designated personnel of Contractor's monthly invoice and supporting payroll documentation. The payment request and expenditure report must be submitted to the City's Contract Manager no later than fifteen (15) calendar days following the end of the month covered by the request via the following mailing address and e-mail address: City of Austin Police Department, Financial Management, P.O. Box 1629, Austin, Texas 78767-1629. apdbudget@austintexas.gov. Contractor shall provide supporting documentation upon request by City.

4.3.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.3.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.4 Payment.

4.4.1 All proper requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.4.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.4.3.1 delivery of unsatisfactory services by the Contractor;

4.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.4.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.4.3.7 failure of the Contractor to comply with any material provision of the Contract.

4.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.6 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.7 **Final Payment and Close-Out.**

4.7.1 The making and acceptance of final payment will constitute:

4.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.8 Financial Terms.

4.8.1 City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.8.2 City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9.1 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to City any funds paid under this Contract which City determines have resulted in overpayment to Contractor or which City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Contractor, and City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable if incurred directly and specifically in the performance of this Contract and if in conformance with the Program Work Statement. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization."

1. Alteration, construction, or relocation of facilities
2. Contingency provisions (funds). (Excludes self-insurance reserves and pension funds)
3. Depreciation.
4. Entertainment costs
5. Equipment and other capital expenditures.
6. Fundraising, development, and investment management costs
7. Idle facilities and idle capacity
8. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
9. Organization costs (costs in connection with the establishment or reorganization of an organization)
10. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
11. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over one thousand dollars (\$1,000)
12. Selling and marketing
13. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
5. Deferred costs
6. Donations and contributions including donated goods or space
7. Fines and penalties (including late fees)
8. Goods or services for officers' or employees' personal use
9. Housing and personal living expenses for organization's officers or employees
10. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
11. Lobbying or other expenses related to political activity
12. Losses on other agreements or contracts or casualty losses
13. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor shall submit a monthly invoice and supporting payroll documentation no later than fifteen (15) calendar days following the end of the month covered by the request and expenditure report. Contractor shall provide complete and accurate supporting documentation upon request by City. Upon receipt and approval by the City of each complete and accurate monthly invoice and supporting documentation, the City shall process payment to the Contractor of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City (Exhibit A.3) no later than fifteen (15) calendar days following each calendar quarter. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment requests will not be approved without timely, accurate, and complete documentation. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract closeout report shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.4 Contractor shall provide the City with a copy of the completed copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.5 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 Contractor shall provide City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.3 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor receives combined receipts of federal financial assistance and outstanding federal direct, guaranteed or insured loan balances totaling five hundred thousand dollars (\$500,000) or more for any one-year period, Contractor shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with 24 CFR, Part 44, OMB Circular A-133, the Single Audit Act of 1984, and the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expending five hundred thousand dollars (\$500,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than five hundred thousand dollars (\$500,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board; and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 Contractor must submit a signed copy of the approved Board meeting minutes to the City, indicating the following:

- i. The Board of Directors, or a committee of the Board, has met with the independent auditor;
- ii. The Board of Directors has authorized and accepted the financial audit report/financial review.

Failure to submit the Board minutes will deem the financial audit report/financial review incomplete. Approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor 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, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, City shall have the right to

immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over one thousand dollars (\$1,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, and perform an annual physical inventory of all such property and report this information in the Annual Summary (close out) report due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract 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 Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to

exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor'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 Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverage's required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Austin Police Department
ATTN: Alice Suter, Assistant Director
P. O. Box 689001
Austin, Texas 78768-9001

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverage's are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverage's A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 Property Insurance. If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1.1 Equal Employment Opportunity. No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current

Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 Criminal Background Checks.** Contractor and Subcontractor agree to perform a criminal background check on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age. Contractor shall not assign or allow any employee or volunteer to be in direct contact with children if the employee or volunteer would be barred from contact with children under the rules established for child care facilities by the Texas Department of Family and Protective Services.
- 8.2 Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety

requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 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 Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR 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 DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the

annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract 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, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Austin Police Department	Center for Child Protection	City of Austin Austin Police Department
ATTN: Alice Suter, Assistant Director	ATTN: Michael Torres, CEO	ATTN: Betty Schmidt
P.O. Box 689001 Austin, TX 78768-9001	8509 FM 969, Bldg. 2 Austin, TX 78724	P.O. Box 689001 Austin, TX 78768-9001

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **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 Contract resulting from that 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 the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and endure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may

make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

MBE/WBE goals do not apply to this Contract.

8.20 **Subcontractors.**

8.20.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

8.20.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.20.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.20.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.20.2.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.20.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.20.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.20.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.20.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.21 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the 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 injunctive relief from any competent authority as contemplated herein.

8.22 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.23 **Holidays.** The following holidays are observed by the City:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.24 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.25 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CENTER FOR CHILD PROTECTION

Signature: _____

Name: Michael Torrey
Printed Name

Title: Executive Director

Date: 1/15/2014

CITY OF AUSTIN

Signature: _____

Name: C. Danielle Lord
PURCHASING OFFICE

Date: 1/27/14

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Performance Measures Close-Out Metrics Template

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative
- B.2 Program Subcontractors (If Applicable)

Exhibit A.1

PROGRAM WORK STATEMENT

HISTORY

The underlying concept driving the creation of the Center for Child Protection and Child Protection Team in the late 1980s was that government agencies could not meet the needs of victims, much less child victims, on their own. Shortages in staff and other resources, as well as budgetary variances from year to year created an inconsistent safety net for children. The Center was created as a 501(c) 3 non-profit children's advocacy center in 1989 so that the community could become involved in bolstering the safety net for children during the child abuse investigation and intervention process. The public-private collaboration developed through the children's advocacy center model has proven to be the ideal framework for both the criminal investigation as well as the well-being of children and families. Over time, the increasing depth of our collaboration with our agency partners in Travis County has improved the systematic response to children and families by marrying government mandates with non-profit resources. The Center is the sole provider of forensic interviews in Travis County and the City of Austin, working alongside a multidisciplinary team of agencies including Austin Police Department, Travis County District Attorney's Office, Travis County Sheriff's Office, Texas Department of Family and Protective Services (Child Protective Services), Dell Children's Medical Center, and all other law enforcement agencies in Travis County including the police departments of Austin Independent School District, Pflugerville, Pflugerville ISD, Elgin, Briarcliff, Jonestown, Lakeway, Cedar Park, Leander, Sunset Valley, Mustang Ridge, Lago Vista, Bee Cave, Manor, West Lake Hills, Rollingwood and the University of Texas. These agencies are committed to collaborate on cases of child abuse and operate under the auspices of the Travis County Child Protection Team. At the Center for Child Protection, our vision is for a community where children are valued and protected. Our mission is to reduce the trauma for children during the investigation and prosecution of child abuse cases. Our goal is to ensure that children are not re-victimized by the very system designed to protect them.

DIRECT SERVICES

The following is a list of the Center's core services for children and protective family members. All services are provided at no cost to the family, and are provided in both English and Spanish.

FORENSIC INTERVIEW

As the Center's core service, the forensic interview occurs in a child-friendly setting where specially-trained staff obtains a child's statement of what did or did not happen during an alleged crime. These statements are digitally recorded so a child only has to recount their trauma once.

Children who are the alleged victims of serious physical and/or sexual abuse are referred to the Center by law enforcement or Child Protective Services to commence the investigation with a recorded forensic interview. Forensic interviewers are specially trained in child development, and in speaking to children in a non-leading, fact-finding manner. Due to a dearth of physical evidence in many cases of child abuse, the child's statement is often a critical tool in prosecuting the offense. Professionals investigating each case, including detectives, caseworkers, and prosecutors, share information from their respective investigations prior to each interview so that a complete and accurate accounting of the alleged incident(s) is obtained.

Children who are witnesses to violent crimes, including the abuse of a sibling or domestic violence against a parent, are also interviewed at the Center. Witnessing violence can be very traumatizing to children, and the investigation of a crime may hinge on their recollection of what they witnessed. Criminal investigators now bring many child witnesses to the Center to collect their statements regarding criminal acts they may have witnessed, such as homicide, domestic violence, kidnapping, rape and assault.

MEDICAL

Through an agreement with Dell Children's Medical Center, forensic medical exams are conducted at the Center by a pediatrician highly trained in the detection of child sexual abuse. Children experience the same child-friendly, familiar surroundings for both the forensic medical examination and the forensic interview. Our pediatrician utilizes a non-invasive digital SLR camera to capture high-resolution images that document evidence of sexual abuse.

A second Dell Children's Medical Center clinic was implemented in 2010. This clinic provides assessments for children who are thought to be victims of physical abuse or neglect. Medical evaluations and case consultations are provided by a pediatrician specializing in child abuse detection. The same digital SLR camera is utilized in cases where suspicious injuries or markings are present.

CLINICAL

Family Advocate

The Family Advocate program ensures that children and families have a consistent point of contact and access to clinical intervention during the investigation of crimes against children. Services commence at the point of forensic interview and continue as the case travels through the justice system.

- Crisis Counseling- Often, a child's forensic interview is scheduled within days or hours of a caregiver first learning of their child's victimization. On-site crisis counseling is provided to family members as they are initially dealing with their child's disclosure and the reality that someone known to them is likely the person who hurt their child. Elements of this service include acute crisis intervention, emotional support, guidance, and counseling until the point at which families can be connected with other resources for on-going support. If the recommended

follow-up therapy is not received, this initial service may be the only counseling the victim and family will receive.

- Emergency Clinical Evaluations- Clinical staff is available to provide a clinical assessment of clients who may be at risk for suicidal or homicidal behaviors. The evaluation is done by assessing current risk factors and stressors, emotional functioning, and current behaviors and ideations.
- Information & Referral- All families are assessed for comprehensive service needs at the point of forensic interview. Families may be referred to either community mental health providers or to the Center's staff therapists. Children who make outcries of abuse are also eligible for Crime Victims Compensation to assist them with therapy and other crime-related expenses. These applications are completed with the assistance of Center staff.
- Orientation to the Justice System- At the point of forensic interview, families are provided with a concise explanation of the civil and/or criminal justice systems, and what they can expect as their case is processed. Referrals to the Center's Court Orientation program may be made nearer to the time that the case goes to trial.
- Follow Up- As the hallmark of the Family Advocate program, families are contacted at regular intervals to be assessed post-forensic interview. Families may have concerns or crises related to the child's disclosure. Inquiries are made regarding the child's well being, parents' questions are answered, service delivery referrals are assessed, and the need for additional services is reviewed. This process of assessment and linkage continues throughout the family's crisis.

Individual and Family Therapy

In-house therapy services are available in confirmed cases of abuse. If a child is thought to be a victim but has not actually outcried in a forensic interview, they will be referred for therapy elsewhere in the community to avoid a conflict of interest. Center therapists are specially-trained in the delivery of victim services, and use trauma-informed practices in their service delivery. Experiential methods including pet therapy and a low ROPES course are available for individuals where traditional talk therapy is insufficient. Therapy services are seen as particularly critical in cases where the protective caregiver is ambivalent in their support of their child.

- Family Assessments- Family assessments may be requested when complex family dynamics are preventing professionals from effectively helping family members function in a healthy manner. The assessment includes a mental status exam, psychosocial history, assessment of current level of functioning, problem identification and clinical recommendations.
- Termination Services- When a judge has ordered that parental rights be terminated, the child, siblings, and parent(s) are often in need of closure. The Center's therapists assist parents and children in saying goodbye in a way that best facilitates successful foster care placements and emotional healing.
- Reunification Services- Following removal, as children prepare to return to their parents' home, there often are many emotions and questions each family member experiences in anticipation of reunification. Therapists provide a safe environment in which children and caregivers can explore these feelings to help prepare them for being a family unit again.

Group Therapy

Protective Parenting series- Group therapy is typically court-mandated for caregivers to attend due to their involvement with the civil and/or criminal justice systems. Groups address a wide range of topics pertaining to abuse and neglect, trauma, protectiveness, and healthy parenting. Depending on the issues a family is addressing, they may be referred to a general Protective Parenting Group, a Protective Parenting Sexual Abuse Group, a Protective Parenting Family Violence Group, or a Protective Parenting Substance Abuse Group.

Strengthening Families Group - This group is focused on the parent-child relationship. This brief, six week group assists with building healthy communication skills and trust within the parent-child relationship. Those appropriate for the group are families who are planning to reunify or need assistance in strengthening communication and trust in the parent-child relationship. All family members are encouraged to participate.

Family Support Services

Case Management- Intensive case management services are available to families that have complex needs including severe neglect, over discipline, medically involved children or children in need of developmental assessments.

Parent Education- Basic parenting education covers a variety of topics including child development, appropriate discipline, and effective communication.

Parental Guidance and Support- Parent “coaching” is provided to protective caregivers working to regain custody of their child(ren). In these sessions, the LCA helps parents practice appropriate parenting behaviors in a controlled environment.

Psychiatric Services

Through a partnership with Texas Child Study Center, children age 17 and below have access to psychiatric services, developmental assessments, and ongoing medication management services.

Court Orientation

At the point of forensic interview, families receive education about legal proceedings and what they can expect as their case travels through the justice system. Closer to the actual trial, families will have the opportunity to tour an actual court room and participate in a mock trial. During the mock trial, children can practice taking the witness stand and become familiarized with the different people who will be in the court room during the trial they will be testifying in.

Direct Assistance

Emergency Funds- Requests are granted for one-time assistance with material purchases that help families stay together and complete the investigation and intervention process. Purchases have included cab fare to a shelter, having the electricity turned back on, and a quick meal when families are at the Center unexpectedly during a meal-time.

Kid's Closet- a Kid's Closet is kept stocked with items commonly needed by families in crisis, such as clothing, new clothes, and car seats.

Special Projects- Throughout the year, several special projects provide direct assistance to children. Examples of previous projects include Project Graduation, Holiday Project and Backpack Project.

INDIRECT SERVICES

CASE COORDINATION/MULTIDISCIPLINARY STAFFING

All cases at the Center are managed through a team approach, which includes law enforcement, Child Protective Services, medical professionals, child advocates, and prosecution. Ongoing formal staffing may be requested and held for complex cases to ensure that case information is thoroughly reviewed and to assess further actions required by Child Protection Team members.

CASE TRACKING

As the coordinating member of the Child Protection Team and the first stop for child abuse victims, the Center is uniquely positioned to coordinate tracking of cases. Using a computerized case tracking and management model created through a partnership with the University of Texas School of Business, the Center tracks victims through the system, identifies them for service needs, and connects them to those services.

MULTIDISCIPLINARY TRAINING

Training is provided to members of the Child Protection Team, including physicians, emergency services personnel, prosecutors, law enforcement, caseworkers, counselors, volunteers and Center staff. Knowledge of emerging trends and/or best practices in the field are disseminated. As a result, more accurate, immediate assessments of a child's safety can be made. Communication between professionals and protective caregivers of child victims are enhanced. In turn, these improvements reduce trauma to children and give them the opportunity to find help, hope and healing.

CHILD FATALITY REVIEW TEAM

The Child Fatality Review Team is comprised of prosecutors, Child Protective Services, law enforcement, medical examiners, physicians, public health professionals, emergency services personnel, mental health professionals, and community representatives. Their goal is to improve the community's response to child fatalities by regularly examining the circumstances surrounding child deaths in Travis County and providing accurate information on how and why children die in our community. An annual report is compiled and a press conference is held each April to foster a community approach to reducing the number of preventable child deaths.

PUBLIC EDUCATION AND AWARENESS

Public Education and Awareness is key to abuse and neglect prevention and to ensure that the public is aware of their responsibilities to report abuse and neglect. The Center works in collaboration with the Child Protection Team, local advertising experts, other child and family-serving organizations, and local media to design and provide ongoing education/awareness activities, such as ads in the print and electronic media, special educational literature distributed through agencies that serve children and families, and through public events that draw attention to the issue of child abuse and neglect.

Exhibit A.2

Center for Child Protection: Agency-Wide Performance Measures

Forensic Interview

<u>Children served</u>	<u>1000</u>
<u>Legal guardians served</u>	<u>725</u>

Therapy

<u>Children</u>	<u>145</u>
<u>Adults</u>	<u>190</u>

Family Support Services

<u>Children</u>	<u>233</u>
<u>Adults</u>	<u>145</u>

Family Advocate Program

<u>Adults</u>	<u>500</u>
---------------	------------

Protective Parenting Groups

<u>Adults</u>	<u>325</u>
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Court Orientation

<u>Children</u>	<u>25</u>
<u>Adults</u>	<u>15</u>

Emergency Funds

<u>Children</u>	<u>100</u>
<u>Adults</u>	<u>40</u>

Medical

<u>CAP Exams</u>	<u>115</u>
<u>CARE Clinic</u>	<u>150</u>

TCSC

<u>Psychiatric Evaluations</u>	<u>45</u>
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Exhibit A.3

Center for Child Protection: Agency-Wide Performance Measures

Close-Out Report Metrics

Contract Period

	Annual Projection	Actual Output
Forensic Interview		
Children served		
Legal guardians served		
Comments:		
Therapy		
Children		
Adults		
Comments:		
Family Support Services		
Children		
Adults		
Comments:		
Family Advocate Program		
Adults		
Comments:		
Protective Parenting Groups		
Adults		
Comments:		
Court Orientation		
Children		
Adults		
Comments:		
Emergency Funds		
Children		
Adults		
Comments:		
Medical		
CAP Exams		
CARE Clinic		
Comments:		
TCSC		
Psychiatric Evaluations		
Comments:		

Exhibit B.1

**Center for Child Protection
2014 City of Austin Budget Narrative**

Contract Start Date	1-Oct-13
Contract End Date	30-Sep-14
Contract Amount	\$ 369,396
Program Budget	
Salaries and benefits	\$ 369,396

Board of Directors
Laci Jones, President
Steve Harvey, Vice President
Jeanne Parker, Treasurer
Cindy French, Secretary
Karen Shultz, Past President

Patricia S. Ayres
Amy Beard
Sam Butterworth
Marc Collier
Robert E. Collins, Jr.
George A. Edwards
Kathy Enfinger
Thomas Graham
Steve Harvey
Curtis Howard
Christopher Justice
Jennifer Kennedy
Ronya Kozmetsky (1990 - 2011)
Dean Leipsner
Christi Lowin
Luisa Mauro
Maxine Roberts
Lesa Rossick
William Rossick
Edith Royal
Kristin Salyer
Michael Shaunessy
Travis Siebeneicher
Shayla Thompson
Tama Williamson

Michael Torres,
Executive Director

Friends of Christopher Guild
Vicki Taelman, President
Joanne Jones, Treasurer

Junior League Liaison
Leslie Jo Watson

Partner Agencies
AISD Police Department
Austin Police Department
Bee Cave Police Department
Briarcliff Police Department
Cedar Park Police Department
Dell Children's Medical Center
of Central Texas
Department of Family &
Protective Services
Elgin Police Department
Jonestown Police Department
Lago Vista Police Department
Lakeway Police Department
Leander Police Department
Manor Police Department
Mustang Ridge
Police Department
Pflugerville ISD
Police Department
Pflugerville Police Department
Rollingwood Police Department
Sunset Valley Police Department
Travis County District
Attorney's Office
Travis County Sheriff's Office
University of Texas
Police Department
West Lake Hills
Police Department

Sandra A. Martin, CEO Emeritus



center for child protection
a children's advocacy center

8509 FM 969, Building 2 | Austin, Texas 78724 | T 512-472-1164 F 512-472-1167
www.centerforchildprotection.org

January 15, 2014

Betty Schmidt
Chief Financial Manager
Austin Police Department
715 E. 8th Street, Austin, TX 78701

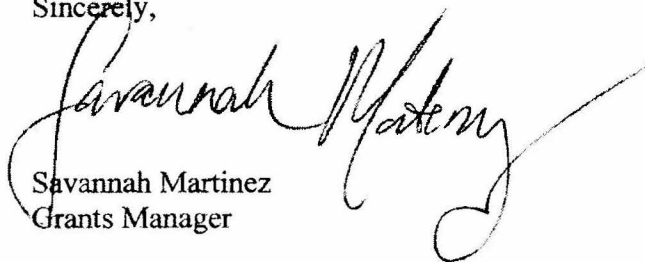
Ms. Schmidt,

Thank you for your continued support of the Center for Child Protection and the children and families we serve. We are extremely grateful for the recent contract awarded to the Center in the amount of \$369,396.

We have reviewed the contract and made revisions to Exhibits A1, A2 and A3 in order to update our performance measures for FY14, and to reflect recent changes regarding our Lead Child Advocate program, which is now formally known as Family Support Services.

Enclosed, please find two copies of the contract, signed by our Executive Director, Michael Torres, outlining our understanding and acceptance of the terms. Additionally, we have enclosed a short narrative highlighting the transformative impact of the Center and our programs. Should you ever have any questions, please do not hesitate to contact us at (512) 472-1164.

Sincerely,


Savannah Martinez
Grants Manager

CC: Michael Torres, Executive Director



A Private/Public Partnership with the Austin Police Department, Austin Independent School District Police Department, Dell Children's Medical Center of Central Texas, Texas Department of Family & Protective Services, Travis County District Attorney's Office, Travis County Sheriff's Office, and the police departments of Bee Cave, Briarcliff, Cedar Park, Elgin, Jonestown, Lago Vista, Lakeway, Leander, Manor, Mustang Ridge, Pflugerville, Pflugerville Independent School District, Rollingwood, Sunset Valley, University of Texas at Austin and Westlake Hills



Meet Dana

Age 5, Child Witness to Violent Crime

Like most kids her age, Dana* does not like to go to bed. At bedtime, suddenly Dana is hungry and thirsty. Once in bed, she begs for her mom to read another book or reposition her stuffed animals. Every night it's the same ordeal, until a few nights ago when the nightly routine was interrupted by an angry fist pounding on the front door.

A few hours later, in the middle of the night, after Dana bravely called the police and reported the brutal assault her mother had just endured, an officer brought her to the Center for Child Protection for an emergency forensic interview. Under the bright lights in the Center's waiting room, the scene was surreal. Dana stood trembling in a flowery pink nightshirt with blood on her sleeves. Her hair was matted to her cheeks from tears and she was clutching a stuffed bunny by one long ear. With her mother unresponsive in the hospital, and no other family in the immediate area, Dana was alone and in shock. Seeing this, a Center staff member took Dana upstairs and began reading children's books to her. Slowly but surely Dana came out of the daze and began to respond to stimuli. By the time the sun rose, Dana was talking and even laughing at the stories in the books. After Dana received a clean change of clothes from the Kid's Closet and a warm meal, she was ready to tell what she witnessed. Over the next few hours, Dana identified the attacker as her mother's ex-boyfriend, and explained everything she saw and heard to the forensic interviewer. She cried, yelled, and acted out what happened and the interviewer let her express herself fully. After the interview, Dana was exhausted. She and the Center staff member sat on a couch in the Center's playroom and after two more books, Dana was sound asleep. Although Dana was asleep, the Center staff member never left her side. Whenever Dana awoke from her slumber, the staff member always there to remind her she was safe. While Dana slept, the Child Protection Team frantically searched for a family member with whom Dana could be placed. Finally, the Team got into contact with Dana's grandmother. The grandmother would have to travel few hours to get to Austin, but promised to be there before the end of the day. A full sixteen hours after Dana arrived at the Center for Child Protection, shaking and in shock, she was ready to leave. With a change of clothes, a new stuffed bunny, and a few books, the little girl whose face had been streaked with tears, was now eagerly awaiting her grandmother's arrival. When her grandma appeared in the front window, Dana grabbed the hand of the Center staff member who had been with her all day and pulled her to the door. After introductions and hugs, it was finally time for Dana to say goodbye and leave the Center. In true five-year-old fashion, Dana turned around to the staff member and said, "Will you read to me just once more?"

With 24 years' experience serving child victims of abuse and violence, the Center for Child Protection is the expert when it comes to understanding what children need in moments of crisis. For many children, the opportunity to tell what happened or feel safe is paramount. For Dana, who was traumatized by what she had witnessed, as well as by the jarring experience of being brought to the Center in the middle of the night, what she needed most was a consistent presence to provide continuity, stability and comfort. In the coming weeks, as her mother recovers, Dana will begin to process and heal from what happened that night, and if she ever needs support or stability, she will always know the Center is there for her.

**Names and other identifying circumstances have been changed to protect the privacy of children and families.*



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 11/27/2013

DEPT: Police

TO: Purchasing Officer or Designee

FROM: Mary Ann Carney

BUYER: Georgia Billela

PHONE: (512) 974-4543

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☒ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with The Center for Child Protection which will cost approximately \$2,216,376.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Margherita Carrington 11/27/13
Originator Date

Approved
Certification

Celine St 11/27/13
Department Director or designee Date

Michael D 12/3/13
Assistant City Manager / General Manager / Date
or designee (if applicable)

Purchasing Review
(if applicable)

Abel 12/5/13 CDH
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Yolanda Miller 12/5/13
Purchasing Officer or designee Date

02/26/2013