



Amendment No. 2
to
Contract No. PA160000057
for
Training and Technical Assistance for Soul-y Austin
between
Texas Rio Grande Legal Aid, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 8, 2017 through September 7, 2018. No options remain.
- 2.0 The total contract amount is increased by \$25,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2016 – 09/07/2017	\$25,000.00	\$25,000.00
Amendment No. 1: Option 1 – Extension 09/06/2017 – 09/07/2018 SOW & Index Modified (Exhibit D) 09/06/2016	\$25,000.00	\$50,000.00
Amendment No. 2: Option 2 – Extension 09/06/2018-09/07/2019	\$25,000.00	\$75,000.00

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

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

Sign/Date: D'Ann Johnson
Printed Name: D'Ann Johnson
Authorized Representative

Sign/Date: Claudia Rodriguez 08/16/17

Claudia Rodriguez
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Texas Rio Grande Legal Aid, Inc.
202 South Texas Boulevard
Weslaco, Texas 78596
(956) 447-4826
mortegon@trla.org



Amendment No. 1
to
Contract No. PA160000057
for
Training and Technical Assistance for Soul-y Austin
between
Texas Rio Grande Legal Aid, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 8, 2017 through September 7, 2018. One option will remain.
- 2.0 The City hereby amends the above-referenced contract to clarify the Scope of Work (SOW). This amendment hereby deletes, in its entirety, the original language in Scope of Work – Section 0500 and replaces the provision with the attached Scope of Work – Section 0500.
- 3.0 The City hereby changes the Labor Index, CUI201000012000002 (B), in the above-referenced contract to WPU4541, Professional Services – Management Consulting Services.
- 4.0 The total contract amount is increased by \$25,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2016 – 09/07/2017	\$25,000.00	\$25,000.00
Amendment No. 1: Option 1 – Extension 09/06/2017 – 09/07/2018 SOW & Index Modified (Exhibit D) 09/06/2016	\$25,000.00	\$50,000.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 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.
- 7.0 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:

8/23/17

Printed Name:
Authorized Representative

Texas Rio Grande Legal Aid, Inc.
202 South Texas Boulevard
Weslaco, Texas 78596
(956) 447-4826
mortegon@tria.org

Sign/Date:

8-23-17

Mike Zambrano, Jr.
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Texas RioGrande Legal Aid, Inc.
For
Training and Technical Assistance for Soul-y Austin
Contract Number: PA16000057**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Texas Rio Grande Legal Aide, Inc. ("Contractor"), having offices at 4920 North I-35, Austin, Texas 78751.

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 Section 2, Scope of Work.

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 Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

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 Scope of Work. 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 invoices 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. The Contractor's Contract Manager for this engagement shall be Andrea Beleno Harrington, Phone: (512)374-2713, Email Address: aharrington@trla.org. The City's Contract Manager for the engagement shall be Nicole Klepadlo, Phone: (512) 974-7739, Email Address: Nicole.Klepadlo@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 Contractor's Obligations. The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Tasks. Contractor shall provide professional services in support of the City's Economic Development Department (EDD). Contractor shall facilitate training and technical assistance as part of the Soul-y Austin team. EDD's Soul-y Austin program requires the support and technical assistance that Contractor provides to emerging associations through resource connections and training. Contractor shall provide the Soul-y Austin business districts with a referral service that connects budding associations with legal coaching towards the successful formation and maintenance of merchant associations. In order to accomplish the work described herein, the Contractor shall perform the tasks as described in the Scope of Work attached hereto as Exhibit A.

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will be paid as indicated in Exhibit A-Scope of Work an initial contract amount of \$25,000 and with two (2) twelve (12) month extension options at \$25,000 per option for a total contract amount not-to-exceed \$75,000.

3.2 Invoices.

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of

contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Economic Development Department
Attn:	Nicole Klepadlo
Address	P.O. Box 1088
City, State, Zip Code	Austin, Texas 78767

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

3.2.3 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.

3.3 Payment

3.3.1 All proper invoices 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.

3.3.2 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.

3.3.3 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:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 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;

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

3.3.3.4 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;

3.3.3.5 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;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

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

3.3.4 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.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 Retainage. The City reserves the right to withhold 10 percent (10%) (retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final

acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.5 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.

3.6 Reimbursable Expenses. Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.6.1 Administrative. The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.6.2 Travel Expenses. All 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. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). 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.

3.7 Final Payment and Close-Out.

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 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

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

SECTION 4. TERM AND TERMINATION

4.1 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and remain in effect for an initial term of twelve (12) months and may be extended for up to two (2) additional twelve (12) month periods subject to the approval of the Contractor and the City's Purchasing Officer of his designee.

4.2 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.

4.3 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.

4.4 **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.

4.5 **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.

4.6 **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 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 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.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages 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.

5.1.1.3 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.

5.1.1.4 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.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 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.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 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.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, 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.

5.1.1.10 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.

5.1.1.11 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.

5.1.1.12 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.

5.1.1.13 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.

5.1.1.14 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 coverages indicated within the Contract.

5.1.2 **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 coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Professional Liability Insurance.** The 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 Agreement.

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 24 months following the completion of the contract.

5.1.2.5 **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.

5.2 **Equal Opportunity.**

5.2.1 **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.

5.2.2 **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.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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

5.5 **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.

5.6 **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 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 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.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.3.3 any significant termination or addition of provider contracts;

7.3.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.3.6 reorganization, reduction and/or relocation in key personnel;

7.3.7 known or anticipated sale, merger, or acquisition;

7.3.8 known, planned or anticipated stock sales;

7.3.9 any litigation against the Contractor; or

7.3.10 significant change in market share or product focus.

7.4 Right To Audit.

7.4.1 The 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, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract 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.

7.4.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.5 **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.

7.6 Indemnity.

7.6.1 Definitions:

7.6.1.1 "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:

7.6.1.1.1 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;

7.6.1.1.2 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),

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

7.6.2 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.

7.7 **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 thereunder, 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.

7.8 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, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Texas RioGrande Legal Aid, Inc.

ATTN: Andrea Beleno Harrington, Contract Manager

4920 N. I-35

Austin, Texas 78751

7.9 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.

7.10 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Assignment-Delegation. The Contract shall be binding upon and enure 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.

7.16 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.

7.17 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 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.

7.19 Dispute Resolution.

7.19.1 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.

7.19.2 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.

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

7.20.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.20.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

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

7.21 Subcontractors.

7.21.1 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.

7.21.2 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:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 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;

7.21.2.3 require Subcontractors to submit all invoices 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;

7.21.2.4 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

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

7.21.3 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.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.22 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.

7.23 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.

7.24 Holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
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.

7.25 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.

7.26 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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

TEXAS RIOGRANDE LEGAL AID, INC.

By: [Signature]
Signature

Name: D Ann Johnson
Printed Name

Title: Branch Manager Austin

Date: 9/8/16

CITY OF AUSTIN

By: [Signature]
Signature

Name: Monica McClure
Printed Name

Title: Corporate Contract Administrator

Date: September 8, 2016

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Non Discrimination Certification
Exhibit C	Non-Debarment or Suspension Certification

EXHIBIT A

Contract Scope of Work

1.0 Purpose

The purpose of this contract is to provide technical assistance, resource development and facilitation services to support the formation and on-going maintenance of merchants associations. The City of Austin has established a budget of \$25,000 for this contract. The Contractor chosen shall work in collaboration with the City of Austin, the Soul-y Austin team and selected business districts to provide technical assistance, resource development including delivery of trainings and facilitation of meetings and assessments.

The services fulfilled by this scope of work will be part of Soul-y Austin, an Economic Development Department (EDD) Program focused on providing businesses with a flexible set of tools to assist in the formation and on-going maintenance of merchants association. The services rendered as part of this contract will further support the formation and maintenance of associations and provide on-going resources to merchants associations to ensure long term success and sustainability of these entities.

2.0 Background

As the 11th largest city in the United States, Austin is experiencing rapid transformation. Neighborhood commercial areas often serve as the gateway or spine to Austin's neighborhoods; they also foster the history of our City and an organic identity that contributes to a unique sense of place. These places can be further activated to support the growth of small and local businesses, jobs, and an increase in street life that further enhances the quality of life and health for Austenite's. These conditions foster a vibrant, distinctive business personality that presents an opportunity to strengthen the connection between people and the places they share. This can be accomplished by establishing and stabilizing business districts that are anchored by merchants associations.

The Soul-y Austin Business District Incubator is a program of the City's Economic Development Department and was launched in spring of 2015. Initial concentrated efforts focused on developing partnerships, providing education to the business community on this new program and collecting input from the business community on the concept of merchants associations. In partnership with the minority Chambers of Commerce, outreach was completed reaching over 500 businesses through focus groups, surveys, one on one interview opportunities and group presentations. Outreach provided key information that was used in the development of the Soul-y Austin Toolbox. Two guiding points from the outreach that further shaped the development of the program include:

- ☐ Businesses reached were unfamiliar with the concept of a merchants association and or had minimal experience or education on their functions, roles, responsibilities or opportunities.
- ☐ Despite the unfamiliarity with the concept of merchants associations, a majority of businesses expressed interest in merchant association functions, and or interest in learning more about participating in a merchants association.

The outreach established a clear need for an educational campaign on merchant's associations practice research on leading cities facilitating commercial stabilization efforts. Best practices were considered from communities including Portland, San Francisco, Washington D.C., New York, Oklahoma City and Minneapolis. Non-governmental agencies were also explored including the programming of a leading organization, Local Initiatives Support Corporation (LISC) with over 25 years' experience working with communities and organizations across the country to stabilize and rebuild communities. LISC has established elements to success in this area of work importantly including that the most successful efforts are **community initiated**. The City of Austin recognizes the importance of this element and seeks to find self-motivated, businesses leaders who want to participate and engage their neighbors.

To date, three commercial areas have received services through Soul-y Austin resulting in two officially formed merchants association in the Red River Cultural District. The other two districts are cultivating leadership, capacity and decision making to proceed. Soul-y Austin has provided the following in the cultivation of a merchants association in each district.

- ☐ Education and recruitment
- ☐ Visioning and district planning services
- ☐ Training and coaching on entity formation
- ☐ Entity management and maintenance training
- ☐ Access to an activation award if an association is formed
- ☐ Unified voice to the City of Austin
- ☐ Market and land use analysis

Soul-y Austin will nest the three (3) 2015 districts with resources and coordination with City services to ensure stability and success. Nesting these districts will inform program development and resources to be developed as the program matures. The next round of Soul-y Austin (2016) will assist three (3) new districts in 2016 through the facilitated process towards the formation of a merchants association.

What is a Merchants Association?

A merchants association is a group of business owners that exist to anchor and stabilize neighboring businesses around beautification efforts, marketing and promotions, business retention, and economic development activities within a commercial district. Collectively, merchants associations act as a unified voice and assist in leading and influencing positive change.

Who are the members of a Merchants Association?

Members commonly represent business owners, managers, employees and property owners. Based on the associations' bylaws and business owner consensus community stakeholders, partners, at-home businesses, artist and musician entrepreneurs and residents may also be welcome to be part of the association.

How are Merchants Associations formed?

Merchants associations are formed by establishing a legal entity, most commonly seen as a 501c (6) or (3) and may be tax exempt. The legal entity formation allows the association to secure a bank account for financial transactions including fundraising and sponsorship opportunities and grant awards. Merchants associations are membership based organizations that support a dues paying structure. These associations are commonly overseen by a Board of Directors, honor a set of association bylaws and may have an employee(s) facilitating activities approved by the membership and board.

What are the benefits?

Merchants associations provide greater capacity for small businesses and entrepreneurs to thrive. The associations provide job opportunities, business stability and access to community goods and services. These associations assist in the preservation of unique cultures and environments within the community, promote business retention and provide support services such as marketing and promotions and beautification efforts. They also provide an opportunity for increased sales revenue and taxes and pedestrian and bike friendly communities through commercial district enhancement.

3.0 Tasks/Requirements

3.1 *Contractor's Responsibilities*

The Contractor shall work as an integral member of the Soul-y Austin team. The team will consist of city staff, additional subject matter expert contractors and external partners. The Contractor is expected to meet with the Soul-y Team as identified in the scope of work and deliverables. The Contractor shall provide technical and professional expertise, knowledge and project management skills and other resources required for accomplishing all aspects of the Scope of Work. The deliverables and activities within this Scope of Work shall be hands on, requiring the contractor to implement activities during nontraditional hours due to business and property owner schedules. The contractor shall exhibit flexibility in working to achieve the goals of the Scope of Work.

The activities are intended to be inclusive of all business types including chain and franchise stores, small offices, and non-retailers. The contractor shall identify and implement new approaches and technologies as appropriate to deliver the technical assistance, trainings and resources. While the technical assistance and training materials will address key issues that may arise when creating a merchants association, the services through this contract are not meant to be interpreted as legal advice and do not substitute for obtaining legal counsel from an attorney as needed by the budding or formed merchants associations.

- ☐ The Contractor shall provide written agendas for ongoing project management check in meetings and stakeholder meetings including summaries after each such meetings are complete
- ☐ The Contractor shall timely submit draft documents for the City to review in accordance with the project timeline as will be prepared by Contractor and submitted to the City of Austin within two weeks after the kick off meeting
- ☐ The Contractor shall timely submit deliverables to the City in accordance with the project timeline as will be prepared by Contractor and submitted to the City of Austin within two weeks after the kick-off meeting
- ☐ The Contractor shall exercise professionalism in working with stakeholders in representing the City of Austin
- ☐ The Contractor shall provide a holistic approach to the deliverables and when applicable research and reference existing documents, best practices and policy

3.2 City's Responsibilities

- ☐ The City will provide timely feedback and review of documents and deliverables
- ☐ The City will provide Contractor with dates for meetings within a reasonable period in advance of the meetings
- ☐ The City will facilitate regular team meetings with all Contractors and share information as applicable
- ☐ The City will serve as the lead representative throughout all activities in the scope of work

4.0 Deliverables and Qualifications

4.1 Deliverables Timeline:

The Contractor shall be involved, deliver and produce services throughout an initial twelve (12) month process following the execution of this contract. There is an option to renew the contract for up to two years following initial one year period.

4.2 Acceptance Criteria:

The Contractor deliverables shall satisfy the requirements of this scope of work and are subject to the prior approval of the City of Austin. Deliverables may be submitted back to the Contractor for revisions and edits to satisfy a successful deliverable.

4.3 Contractor Qualifications:

. Contractor shall have access to commonly used materials, forms, and documents related to nonprofit and unincorporated association formation, management and best practice. The Contractor shall have experience in providing legal education through workshops and trainings on this specific subject matter.

4.4 Deliverables:

1. Deliverable: Contractor and City of Austin kick off meeting

Not to exceed one (1) meeting, 90 minutes

The contractor shall attend a kick off meeting with the City of Austin staff to accomplish the following as indicated below. The kick off meeting will take place prior to October 1, 2016

- a. Understand the goals and implementation of the Soul-y Austin Program
- b. Gain a clear understanding of year one activities and accomplishments of Soul-y Austin and new program developments or evaluations
- c. Gain an understanding of the new 2016 Soul-y Districts for consideration
- d. Gain a clear understanding of expectations as a contractor of the Soul-y Austin team
- e. Review previous training materials, resources, best practices as applicable to contractor work and deliverables

- f. Request any specific data or information needed in order for this effort to be successful

2. Deliverable: Project approach and timeline

Within two weeks of the kick off meeting the Contractor shall develop a written project timeline and approach inclusive of all deliverables outlined in this Scope of Work and provide to City of Austin, Project Manager. The proposed timeline is subject to the approval of the City of Austin and may be returned to Contractor for revisions until an agreeable format is finalized. Project timeline shall include suggested delivery dates of draft materials, regular check in's, and written progress reports. . Timeline will not reflect specific dates for meetings with business districts as these meetings will be set as progress is made with the Soul-y Austin team. .City of Austin staff agrees to inform the Contractor with as much notice as possible when these meetings are scheduled and work with the Contractor on availability. Project approach should include approach details on the following deliverables:

- ☐ Deliverable: Annual Assessment and Key Findings Report
- ☐ Deliverable: Development and delivery of technical assistance and training materials
- ☐ Deliverable: New Trainings Material Development

3. Deliverable: Soul-y Austin Team Meetings

Not to exceed six (6) total meetings, 90 minutes each

Contractor shall participate in Soul-y Austin team meetings as they are scheduled by the City of Austin.

Contractor shall prepare a one sheet summary that outlines the following for each team meeting and provide one week in advance of the meeting: (Template to be provided by City)

- a. Work completed to date and summary of activities
- b. Questions, comments and concerns for discussion
- c. Anticipated next steps and deliverables

4. Deliverable: Development and facilitation of a Merchant Association Annual Assessment to established merchants associations including a key findings report to be developed and completed by Contractor including recommendations per association assessment

Not to exceed three (3) annual assessments and three (3) key findings reports

In coordination with the City of Austin Project Manager and the Soul-y Austin team (as applicable) the Contractor shall develop a Merchant Association Annual Assessment. The Annual Assessment will serve as a checks and balances assessment tool for the merchants association to determine compliance with regulatory documentation, best practices and specific areas for improvement or resources. The results of the annual assessment will be shared with the City of Austin to better inform future technical assistance and trainings offered, assist the association in areas for improvement and further stabilize the association as applicable. The assessment is intended to be a hands-on tool that will be completed by the Contractor and partner resources as applicable with the associations designated Board of Directors.

5. Deliverable: Development and facilitation of technical assistance and training materials

In coordination with the Soul-y Austin team and timeline, the Contractor shall deliver the technical assistance and training materials to the identified districts below. A survey shall be provided to participants after each training or technical assistance session to evaluate the process for future programming. The survey shall be crafted with the Soul-y Austin team and the Contractor. Materials produced must be reviewed and approved by the City of Austin prior to delivery and must include the Soul-y Austin program branding and city logo as part of the copy. It shall also include the contractor's information.

Implementation of the technical assistance and training considerations include a neutral location for execution and a resource guide for the businesses to maintain after the training is completed. Materials must be reviewed and approved by the City of Austin one week prior to delivery to the specific audience.

- A. 2015 Soul-y Austin Districts – Total eight (8) trainings, 60 minutes each

Red River: (completed by January 2017)

1. Recordkeeping and Taxes
2. Intellectual Property and Contracts

Manor Road: (completed by January 2017)

1. Recordkeeping and Taxes
2. Intellectual Property and Contracts

12th Street: (completed by January 2017)

1. Merchant Association Formation
2. Merchant Association Management
3. Recordkeeping and Taxes
4. Intellectual Property and Contracts

B. 2016 Districts – Total maximum six (6) trainings

Both the merchant association formation and merchant association management trainings shall be completed and delivered in the three (3) new 2016 districts within the 12 month period of the effective date of this contract. Not to exceed three (3) districts.

C. New Trainings Material Development (not to exceed two (2) new topics and materials).

New trainings and materials up to two (2) new topics determined throughout the progress of the contract will be identified. Contractor shall be responsible for new material/training development.

6. Deliverable: New 2016 District Meeting Facilitation (three (3) meetings total)

The Contractor shall be responsible for facilitating one meeting in each new business district prior to the formation of an association. Three (3) meetings total. The purpose of this facilitation is to ensure the districts are ready to proceed with formalizing the formation of the association. The facilitation shall include decision making on entity type, number of board members, membership parameters, etc. The baseline decisions must be met during this meeting before the business group can proceed to a vote. The facilitation of this meeting and direction will be discussed and jointly agreed upon with the Contractor and City of Austin to determine the agenda to secure the best possible and most productive outcomes.

7. Deliverable: Provide access to community resources for additional support

The City of Austin cannot provide direct legal services through contracted services. Through the training and technical assistance, the Contractor shall be expected to share resources with the community and provide access to community resources to further support and stabilize the newly forming merchants associations. The Contractor shall provide referrals and access to community resources for additional support which may include external community legal education, access to networks and case management services that may be beneficial to the formation of a merchants association and additional resources as needed.

8. Deliverable: Closing Report

The Closing Report shall be due following the implementation of the training and technical assistance series. The report shall include a summary of training materials and technical assistance provided, an overview and key takeaways from the training sessions, recommendations or modifications specific to future trainings or technical assistance and key observations from working with the businesses throughout the process.

9. Deliverable: On-going project management and communication

The contractor is responsible for ongoing communication including challenges and success to the City of Austin and Soul-y Austin team. Contractor shall provide a written biweekly report to the City of Austin of meeting conducted, success achieved and challenges presented. Contractor shall conduct additional meetings with stakeholders as deemed necessary by either the City of Austin or Contractor.

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

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

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

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

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

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

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

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

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8th day of Sept, 2016

CONTRACTOR
Authorized
Signature


Title

Texas RioGrande Legal Aid
[Signature]
Branch Manager Austin

EXHIBIT C
Non-Suspension or Debarment Certification

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

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


Signature of Officer or Authorized Rep. & Date
Printed Name: Diana Johnson
Title: Director
Texas Community Building With Attorney
Resources
Branch Manager Austin
Texas RioGrande Legal Aid

Texas RioGrande Legal Aid, Inc.

4920 N. IH-35, Austin, TX 78751
Telephone (512) 374-2712 Toll Free (800) 369-9270
Fax (512) 447-3940

Equal Opportunity Policy

Equal Opportunity Statement

The purpose of the TEXAS RIOGRANDE LEGAL AID, INC. (TRLA) Equal Opportunity Policy is to assure the right of all persons to work in, participate in, and receive the assistance provided by TRLA without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, or AIDS-related illness. The policy protects (1) any person being served by or seeking the assistance of the program, (2) any person employed by, or seeking employment by, the program, and (3) any person participating on a program Board, advisory or planning committee.

Equal Opportunity Policy

IT IS A POLICY OF TRLA TO RECRUIT, HIRE, TRAIN, AND PROMOTE PERSONS IN ALL JOB CLASSIFICATIONS, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR AIDS-RELATED ILLNESS. IT IS ALSO THE POLICY OF THIS ORGANIZATION TO ADMINISTER ALL ITS SERVICES TO ITS ELIGIBLE CLIENTS WITHOUT REGARD TO THE PREVIOUSLY STATED CRITERIA.

Affirmative Action Program Policy

TRLA WILL ADMINISTER ALL PERSONNEL MATTERS WITHOUT REGARD TO RACE, SEX, RELIGION, COLOR, NATIONAL ORIGIN, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION OR AIDS-RELATED ILLNESS. It is the purpose of TRLA to abide by its affirmative action plan in that all employment related decisions will be designed to further the principles of equal opportunity. These matters include compensation, transfers, layoffs, recall from layoffs, TRLA sponsored trainings, TRLA sponsored education, and all other related employment benefits.

When any position for employment is available, TRLA will seek qualified applicants without regard to race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or expression, or AIDS-related illness. In addition to following the guidelines of Sections 1006(b)(6) and 1007(a)(8) of the Legal Services Corporation Act, and Part 1616 of the Corporation Regulations, TRLA will abide by the following guidelines in recruitment:

1. Advertisements will be placed in media chosen to reach qualified persons, including minorities and women. All employment advertisements will contain the phrase "Equal Opportunity Employer".

2. All recruitment materials distributed by TRLA shall include the following statement: "TEXAS RIOGRANDE LEGAL AID IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, OR AIDS-RELATED ILLNESS."

3. TRLA employment applications will notify applicants that discrimination on the basis of race, sex, religion, color, national origin, age, disability, sexual orientation, gender identity or expression, or AIDS-related illness is prohibited by this agency.

In hiring, placement, and promotion of applicants and employees, TRLA will make decisions on the basis of individual ability and performance, and the staffing needs of TRLA consistent with the commitment to equal opportunity that is set forth in this statement of equal opportunity policies. All hiring, placement, and promotional activities will be periodically reviewed by TRLA to assure that full consideration, as required by program policy, has been given to all qualified minority and women applicants and employees.

All compensation and fringe benefits, including access to training and educational programs for employees of TRLA, will be determined without regard to race, sex, religion, color, national origin, age, disability, sexual orientation, or AIDS-related illness.

TRLA will not tolerate harassment against any individual, whether employee or client, based on race, sex, religion, color, national origin, age, disability, sexual orientation, gender identity or expression, or AIDS-related illness.

This agency has assigned the overall responsibility for equal opportunity implementation to the Director of Administration. This person will provide assurances as may be requested to confirm that such a plan is being implemented. The Director of Administration will consult periodically with a designated staff person from the Texas Legal Services Union, Local No. 2, UAW/65 to assist in reviewing the Affirmative Action Program.

TRLA will adopt the applicable parts of the Collective Bargaining Agreement between TRLA and TLSU in addressing discrimination-related grievances of staff. Eligible TRLA clients will be afforded the client complaint procedure for pursuing complaints based on a violation of this statement. Other complaints will be afforded the TRLA non-client (non-employee) complaint procedure as is described in the TRLA Personnel Policy Manual.

It is the policy of TRLA to make available information concerning TRLA's participation in the Affirmative Action Program to all employees, applicants for employment, and the general public through such means as:

(a) posting the equal opportunity policy statement and federal equal employment opportunity posters in employee lounges and/or bulletin boards, etc;

(b) inclusion of information on equal opportunity and Affirmative Action in new employee orientation materials;

(c) training employees on these policies, including how respond to harassment and bullying in all forms;

(d) noting that TRLA is an "Equal Opportunity Employer" in job descriptions, advertisements and recruiting materials, and;

(e) establishing a practice, when possible, of contracting with equal opportunity employers.



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 06/06/2016

DEPT: Economic Development Department

TO: Purchasing Officer or Designee

FROM: Nicole Klepadlo

BUYER: Claudia Rodriguez

PHONE: (512) 974-7739

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).

Please see attached response.

This is a request for a contract with an initial term of 12-months in the amount of \$25,000 with two, 12-month extension options at \$25,000 per option, for a total contract value of \$75,000.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Texas C-BAR (Texas Rio Grande Legal Aide . Inc.) which will cost approximately \$ 75,000.00 (Provide estimate and/or breakdown of cost). NK

Recommended
Certification

Nicole Kupaeha 6/13/2016
Originator Date

Approved
Certification

AS. Long 6/15/16
Department Director or designee Date

Ann Edwards 6/7/16
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Marcus 6/2/16 CPA
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Samuel Ford 6/2/16
Purchasing Officer or designee Date

02/26/2013

Professional Service Exemption Justification

- Texas C-Bar is responsible for a unique set of services and trainings in which they are subject matter expert in
- Texas C-Bar in collaboration with EDD has created a process including a training curriculum for future Soul-y Austin business districts use
- Texas C-Bar's trainings build off one another and are a product of Texas C-Bar and Soul-y Austin including providing credit to Texas C-Bar
- Texas C-Bar provides access and the foundation to services and resources to the newly forming associations through a free referral system for legal assistance
- Texas C-Bar organization specializes in forming and providing direct assistance to nonprofits and new organizational entities; the services they provide are unlike any other organization servicing the Austin community

I request your approval of the Professional Service Exemption for Texas C-Bar. I would be glad to discuss with you any questions or concerns regarding this matter at your convenience.

CC:

Christine Maguire, Redevelopment Services Division Manager

Alex Lopez, Economic Development Deputy Director

Nicole Klepadlo, Economic Development Redevelopment Project Manager



Professional Service Exemption – Texas RioGrande Legal Aide Inc. (Texas CBAR)

Provide a fact based justification about why the Department needs this work done. This can be incorporated into the Certificate of Exemption.

The City of Austin Economic Development Department requires the services provided by the Texas RioGrande Legal Aide (Texas C-Bar) to fulfill the Soul-y Austin Program goals. Soul-y Austin requires the support and technical assistance that Texas RioGrande Legal Aide Inc. provides to emerging associations through resource connections and training. Texas RioGrande Legal Aide Inc. has provided the Soul-y Austin Business Districts with a referral service that connects the budding associations with legal coaching towards the successful formation and maintenance of merchants associations. Texas RioGrande Legal Aide Inc. provides

Texas RioGrande Legal Aide Inc. will connect Soul-y Austin Districts with a pro-bono attorney who meets with the districts independently from the City. The pro-bono attorney provides legal support during the merchants association formation and development. The City of Austin is not authorized to provide legal guidance to the businesses participating in the Soul-y Austin program therefore, Texas RioGrande Legal Aide Inc. has developed and provided a training series specific to the formation of merchants association that serve as additional resources that further educate businesses. The trainings developed by Texas RioGrande Legal Aide Inc. build on one another, creating a continuity in service that would take time and a financial commitment to reconstruct if a new consultant is hired.

Without this contract, the unique set of services and trainings offered by Texas RioGrande Legal Aide Inc. to the Economic Development Department would have to be recreated from scratch. Texas RioGrande Legal Aide Inc. has created a process for future commercial districts participating in the Soul-y Austin program including a training curriculum. The services provided by Texas RioGrande Legal Aide Inc. which are essential to the Soul-y Austin program. There is not another organization in the Austin area that is able to provide such service.



A PROGRAM OF THE CITY OF AUSTIN ECONOMIC DEVELOPMENT DEPARTMENT

Scope of Work Template

SOLICITATION NO.

1.0 Introduction

About the City of Austin

The City of Austin, Texas, population 840,000, is the 13th largest city in the country. This vibrant and dynamic city tops numerous "Best" lists for business, entertainment, cost of living and quality of life. Austin was selected as the "Best City for the Next Decade" (Kiplinger), the "Top Creative Center" in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the "Most Livable City in the Country", emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the "Live Music Capital of the World" and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

About the City of Austin Government

The City of Austin is a progressive, dynamic, full-service municipal organization operating under the Council-Manager form of government. The Austin City Council currently has six council members (one serves as Mayor Pro Tem) and a mayor. The entire City Council is elected at-large by the voters of the City. Each member serves a staggered three-year term. The City is in the process of transitioning to a 10-1 structure. The Council will be elected from 10 single-member districts, with the mayor at-large. In this structure, the Mayor and City Council will be limited typically to two consecutive terms.

The City Council appoints the City Manager who is the chief administrative and executive officer of the City. The City Manager has responsibilities for guiding and directing day-to-day operations as well as providing strategic research, recommendations, and management leadership to the City Council on budget, programs, policies and services. The City Manager implements the organization's administrative responsibilities with a strong team of professional department heads, Assistant City Managers, and the Deputy City Manager. The City Council and City Manager of Austin are committed to their mission of delivering the highest quality services in the most cost effective manner. The organization's vision is to make Austin the most livable city in the country, and the City Manager's resolve is to make it the best-managed city in the country.

2.0 Purpose

The purpose of this contract is to provide technical assistance, resource development and facilitation services to support the formation and on-going maintenance of merchants associations. The City of Austin has established a budget of \$25,000 for this contract. The Contractor chosen will work in collaboration with the City of Austin, the Soul-y Austin team and selected business districts to provide technical assistance, resource development including delivery of trainings and facilitation of meetings and assessments.

The services fulfilled by this scope of work will be part of Soul-y Austin, an Economic Development Department (EDD) Program focused on providing businesses with a flexible set of tools to assist in the formation and on-going maintenance of merchants association. The services rendered as part of

association.

What is a Merchants Association?

A merchants association is a group of business owners that exist to anchor and stabilize neighboring businesses around beautification efforts, marketing and promotions, business retention, and economic development activities within a commercial district. Collectively, merchants associations act as a unified voice and assist in leading and influencing positive change.

Who are the members of a Merchants Association?

Members commonly represent business owners, managers, employees and property owners. Based on the associations' bylaws and business owner consensus community stakeholders, partners, at-home businesses, artist and musician entrepreneurs and residents may also be welcome to be part of the association.

How are Merchants Associations formed?

Merchants associations are formed by establishing a legal entity, most commonly seen as a 501c (6) or (3) and may be tax exempt. The legal entity formation allows the association to secure a bank account for financial transactions including fundraising and sponsorship opportunities and grant awards. Merchants associations are membership based organizations that support a dues paying structure. These associations are commonly overseen by a Board of Directors, honor a set of association bylaws and may have an employee(s) facilitating activities approved by the membership and board.

What are the benefits?

Merchants associations provide greater capacity for small businesses and entrepreneurs to thrive. The associations provide job opportunities, business stability and access to community goods and services. These associations assist in the preservation of unique cultures and environments within the community, promote business retention and provide support services such as marketing and promotions and beautification efforts. They also provide an opportunity for increased sales revenue and taxes and pedestrian and bike friendly communities through commercial district enhancement.

4.0

Tasks/Requirements

4.1 Contractor's Responsibilities

The Contractor will work as an integral member of the Soul-y Austin team. The team will consist of city staff, additional subject matter expert contractors and external partners. The Contractor is expected to meet with the Soul-y Team as identified in the scope of work and deliverables. The Contractor will provide technical and professional expertise, knowledge and project management skills and other resources required for accomplishing all aspects of the Scope of Work. The deliverables and activities within this Scope of Work are anticipated to be hands on, requiring the contractor to implement activities during nontraditional hours due to business and property owner schedules. The contractor should exhibit flexibility in working to achieve the goals of the Scope of Work.

The activities are intended to be inclusive of all business types including chain and franchise stores, small offices, and non-retailers. The contractor will identify and implement new approaches and technologies as appropriate to deliver the technical assistance, trainings and resources. While the technical assistance and training materials will address key issues that may arise when creating a merchants association, the services through this contract are not meant to be interpreted as legal advice and do not substitute for obtaining legal counsel from an attorney as needed by the budding or formed merchants associations.

- The Contractor will provide agendas for on-going project management check in meetings and stakeholder meetings including summaries after each are complete
- The Contractor will submit timely draft documents for the City to review in

- b. Gain a clear understanding of year one activities and accomplishments of Soul-y Austin and new program developments or evaluations
- c. Gain an understanding of the new 2016 Soul-y Districts for consideration
- d. Gain a clear understanding of expectations as a contractor of the Soul-y Austin team
- e. Review previous training materials, resources, best practices as applicable to contractor work and deliverables
- f. Request any specific data or information needed in order for this effort to be successful

2. Deliverable: Project approach and timeline

Within two weeks of the kick off meeting the Contractor will develop a project timeline and approach inclusive of all deliverables outlined in this Scope of Work and provide to City of Austin, Project Manager. Project timeline should include suggested delivery dates of draft materials and regular check in's. Timeline will not reflect specific dates for meetings with business districts as these meetings will be set as progress is made with the Soul-y Austin team. COA staff agrees to inform the Contractor with as much notice as possible when these meetings are scheduled and work with the Contractor on availability. Project approach should include approach details on the following deliverables:

- Deliverable: Annual Assessment and Key Findings Report
- Deliverable: Development and delivery of technical assistance and training materials
- Deliverable: New Trainings Material Development

3. Deliverable: Soul-y Austin Team Meetings

Not to exceed six (6) total meetings, 90 minutes each

Contractor will participate in Soul-y Austin team meetings as they are scheduled. Contractor must prepare a one sheet summary that outlines the following for each team meeting and provide one week in advance of the meeting: (Template to be provided by COA)

- a. Work completed to date and summary of activities
- b. Questions, comments and concerns for discussion
- c. Anticipated next steps and deliverables

4. Development and facilitation of a Merchant Association Annual Assessment to established merchants associations including a key findings report to be developed and completed by Contractor including recommendations per association assessment

Not to exceed three (3) annual assessments and three (3) key findings reports

In coordination with the COA Project Manager and the Soul-y Austin team (as applicable) the Contractor will develop a Merchant Association Annual Assessment. The Annual Assessment will serve as a checks and balances assessment tool for the merchants association to determine compliance with regulatory documentation, best practices and specific areas for improvement or resources. The results of the annual assessment will be shared with the COA to better inform future technical assistance and trainings offered, assist the association in areas for improvement and further stabilize the association as applicable. The assessment is intended to be a hands-on tool that will be completed by the Contractor and partner resources as applicable with the associations designated Board of Directors.

community legal education, access to networks and case management services that may be beneficial to the formation of a merchants association and additional resources as needed.

5. Deliverable: Closing Report

The Closing Report will be due following the implementation of the training and technical assistance series. The report at minimum should include a summary of training materials and technical assistance provided an overview and key takeaways from the training sessions, recommendations or modifications specific to future trainings or technical assistance and key observations from working with the businesses throughout the process.

6. Deliverable: On-going project management and communication

The contractor is responsible for on-going communication including challenges and success to the COA and Soul-y Austin team. A monthly conference call at minimum should be proposed as part of the project approach and timeline. A schedule for regular check in's should be proposed within the timeline. Additional meetings with stakeholders as deemed necessary by the Contractor

