



Amendment No. 3
to
Contract No. NA180000145
for
LOW BARRIER PERMANENT SUPPORTIVE HOUSING (PSH) VOUCHER PROGRAM
between
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO)
and the
AUSTIN HOUSING FINANCE CORPORATION (AHFC)

- 1.0 AHFC and ECHO hereby agree to the contract revisions listed below.
- 2.0 This Amendment will holdover the terms and conditions for 120 days according to Section 2.2 of the current signed agreement between Austin Housing Finance Corporation and the Ending Community Homelessness Coalition, Inc. The total Agreement amount is recapped below:

Term of Contract	Agreement Change Amount	Total Agreement Amount
Basic Term: 06/01/2018 through 09/30/2018	n/a	\$98,208.00
Amendment No. 1: 12-Month Extension Option (10/01/2018 through 09/30/2019)	\$294,624.00	\$392,832.00
Amendment No. 2: Contract language change	n/a	\$392,832.00
Amendment No. 3: 120 days holdover 9/30/2019 through 1/29/2020	n/a	\$392,832.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 5.0 All other contract 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.

SUBRECIPIENT

AHFC

Signature:



Ending Community Homelessness Coalition,
Inc.

Matthew Mollica, Executive Director
300 E. Highland Mall Blvd. Ste 200
Austin, TX 78752

Signature:



Austin Housing Finance Corporation
Rosie Truelove, Treasurer
PO Box 1088
Austin, Texas 78767

Date:

10/16/19

Date:

10/25/19



Amendment No. 2
to
Contract No. NA180000145
for
LOW BARRIER PERMANENT SUPPORTIVE HOUSING (PSH) VOUCHER PROGRAM
between
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO)
and the
AUSTIN HOUSING FINANCE CORPORATION (AHFC)

- 1.0 AHFC and ECHO hereby agree to the contract revisions listed below.
- 2.0 There are no renewal options left. The total Agreement amount is recapped below:

Term of Contract	Agreement Change Amount	Total Agreement Amount
Basic Term: 06/01/2018 through 09/30/2018	n/a	\$98,208.00
Amendment No. 1: 12-Month Extension Option (10/01/2018 through 09/30/2019)	\$294,624.00	\$392,832.00

- 3.0 The following Paragraphs and/or Sections shall be added or changed as follows:

Delete and Replace Exhibit A, Statement of Work, Section I-D, PROGRAM REQUIREMENTS, with the following language:

D. The program's assistance cannot be used for rental deposits, for utility deposits, etc., but may only be used for rental assistance in conjunction with the Low Barrier Permanent Supportive Housing Voucher Program, to include occasional unanticipated additional rent assistance paid by the Program towards the clients rent portion

Delete and Replace Exhibit A, Statement of Work, Section V, PAYMENTS REQUEST, Part A with below language:

SECTION V PAYMENT REQUESTS:

- A Subrecipient shall submit a monthly invoice to AHFC by the 10th calendar day of each month, depicting expenses incurred during the prior month and may also include expenses incurred over a two-month period. Invoices must include complete source documentation supporting both the services reported and the dollar amount being requested for reimbursement. Should the invoice due date fall on a Saturday, the invoice shall be due the day before, on Friday. Should the invoice due date fall on a Sunday, the invoice shall be due the day after, on Monday.

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

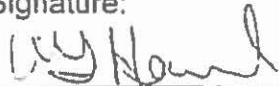
6.0 All other contract terms and conditions remain the same.

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

SUBRECIPIENT

AHFC

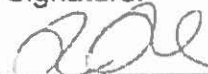
Signature:



Ending Community Homelessness Coalition,
Inc.

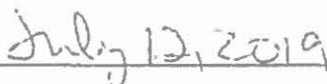
Ann Howard, Executive Director
1640-A East 2ND Street
Austin, Travis County, Texas 78702.

Signature:

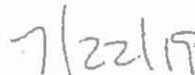


Austin Housing Finance Corporation
Rosie Truelove, Treasurer
PO Box 1088
Austin, Texas 78767

Date:



Date:





Amendment No. 1
to
Contract No. NA180000145
for
LOW BARRIER PERMANENT SUPPORTIVE HOUSING (PSH) VOUCHER PROGRAM
between
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO)
and the
AUSTIN HOUSING FINANCE CORPORATION (AHFC)

- 1.0 AHFC and ECHO hereby agree to the contract revisions listed below.
- 2.0 There are no renewal options left. The total Agreement amount is recapped below:

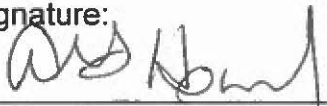
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Basic Term: 06/01/2018 through 09/30/2018	n/a	\$98,208.00
Amendment No. 1: 12-Month Extension Option (10/01/2018 through 09/30/2019)	\$294,624.00	\$392,832.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 5.0 All other contract 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.

SUBRECIPIENT

Signature: _____


Ending Community Homelessness Coalition,
Inc.
Ann Howard, Executive Director
1640-A East 2ND Street
Austin, Travis County, Texas 78702.

Date: _____

10-9-2018

AHFC

Signature: _____


Austin Housing Finance Corporation
Rosie Truelove, Treasurer
PO Box 1088
Austin, Texas 78767

Date: _____

10/24/18



M E M O R A N D U M

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

DATE: June 28, 2018
TO: Memo to File
FROM: John Hilbun, Contract Mgmt Specialist IV
RE: MA 7200 NA180000145

This MA was created as a payment mechanism only. The original contract is administered, maintained, and located with Austin Housing Finance Corporation (AHFC) or Neighborhood Housing & Community Development (NHCD).

**AGREEMENT BETWEEN THE AUSTIN HOUSING FINANCE CORPORATON
AND
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO)
FOR SERVICES PROVIDED UNDER
LOW BARRIER PERMANENT SUPPORTIVE HOUSING (PSH) VOUCHER
PROGRAM**

This Agreement ("Agreement") is made by and between the **Austin Housing Finance Corporation ("AHFC")**, a Texas public, non-profit corporation having its principal offices at 1000 East 11th Street, Suite 200, Austin, Travis County, Texas 78702 and **Ending Community Homelessness Coalition, Inc. ("Subrecipient")**, having offices at: 300 East Highland Mall Boulevard, Suite 200, Austin, Travis County, Texas 78752.

WHEREAS, the City of Austin ("City") has contracted with AHFC to administer all of its housing programs;

WHEREAS, AHFC desires to contract for the services described herein and to assist Subrecipient with the funding for said services and the associated program; and

WHEREAS, Subrecipient has agreed to perform its obligations under this Agreement for the benefit of AHFC.

NOW THEREFORE, the parties hereto, for and in consideration of these promises and mutual obligations herein undertaken, do hereby agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

AHFC agrees to contract with Subrecipient and Subrecipient agrees to provide, oversee, administer, and carry out all of the activities and work described in this Agreement. Subrecipient agrees that with respect to any amounts funded under this Agreement the activities and work described in the Statement of Work ("SOW"), as set forth in Exhibit A of this Agreement. Exhibit A sets forth the activities and work to be performed by Subrecipient under this Agreement.

1.1 Levels of Accomplishment – Goals and Performance Measures.

The Subrecipient agrees to meet or exceed the following milestones for the not to exceed amount specified in Section 5 (Liability of Payment):

By 4 months 100% completed or 24 individuals experiencing homeless received program assistance.

1.2 Budget. Subrecipient's program budget is included as attachment to SOW (SOW, Attachment 1).

SECTION 2 TERM AND TERMINATION

2.1 Term. This Agreement shall commence on **June 1, 2018** and terminate on **September 30, 2018**, with one 12-month extension option subject to the approval of the Subrecipient and the AHFC Officer or their designee.

- 2.2 **Holdover.** Upon expiration of the initial term or period of extension, Subrecipient agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the Program (not to exceed 120 calendar days unless mutually agreed on in writing).
- 2.3 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 2.4 **Default.** Subrecipient shall be in default under the Agreement if Subrecipient(a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Section 2.3 above, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in any report or deliverable required to be submitted by Subrecipient to AHFC.
- 2.5 **Termination For Cause.** In the event of a default by Subrecipient, AHFC shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless Subrecipient, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to AHFC's reasonable satisfaction that such default does not, in fact, exist. AHFC may place Subrecipient on probation for a specified period of time within which Subrecipient 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 AHFC determines Subrecipient has failed to perform satisfactorily during the probation period, AHFC may proceed with suspension. In the event of a default by Subrecipient, AHFC may suspend or debar Subrecipient in accordance with the City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors and remove Subrecipient from the City's vendor list for up to five (5) years and any offer submitted by Subrecipient may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, AHFC shall be entitled to recover all actual damages, costs, losses and expenses, incurred by AHFC as a result of Subrecipient's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 2.6 **Termination Without Cause.** AHFC shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, Subrecipient shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. AHFC shall pay Subrecipient, 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.
- 2.7 **Fraud.** Fraudulent statements by Subrecipient in any report or deliverable required to be submitted by Subrecipient to AHFC shall be grounds for the termination of the Agreement for cause by AHFC and may result in legal action. Notwithstanding anything in this Section to the contrary, in the event AHFC has reason to believe that criminal fraud or such other

criminal activity is occurring or has occurred in connection with this Agreement, Subrecipient shall make available to AHFC or applicable funding agency, at a time designed by AHFC, its records, books, documents and other evidence pertinent to the costs, expenses and activities of this Agreement.

SECTION 3 LEGAL AUTHORITY

- 3.1 Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- 3.2 The person(s) executing this Agreement on behalf of Subrecipient represents and warrants that they have been fully authorized by Subrecipient to execute this Agreement on its behalf and to legally bind Subrecipient to all the terms, performances and provisions of this Agreement.
- 3.3 AHFC shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Subrecipient or of the person signing this Agreement to enter into this Agreement. Subrecipient is liable to AHFC for any money it has received from AHFC for performance of the provisions of this Agreement, if AHFC has suspended or terminated this Agreement for the reasons enumerated in this Section 3.

SECTION 4 PERFORMANCE AND COMPLIANCE WITH ALL LAWS

- 4.1 Subrecipient agrees to perform the Program and to produce reports as required in Section 12.2 of this Agreement until completion of the Program in accordance with the terms and conditions of this Agreement.
- 4.2 In the event any conflict should arise between the terms of Subrecipient's proposal for the Program as filed with AHFC and this Agreement, the Agreement shall prevail.
- 4.3 It is expressly understood that Subrecipient's performance shall be in material compliance with all federal, state, and local laws, regulations and authorities and that any changes in applicable laws, regulations, or authorities are automatically incorporated herein without specific reference. Without limiting the foregoing and to the extent applicable, Subrecipient agrees to use the funds provided hereunder in strict compliance with the Program requirements which in no way is meant to constitute a complete compilation of all duties imposed upon Subrecipient by law or administrative ruling or to narrow the standards which Subrecipient must follow. Subrecipient shall promptly refund any funds not expended in accordance with this Agreement.

SECTION 5 LIABILITY FOR PAYMENT

- 5.1 Notwithstanding any other provision of this Agreement, AHFC's total liability for payment of funds to Subrecipient under this Agreement shall not exceed **\$98,208.00 (NINETY EIGHT THOUSAND TWO HUNDRED AND EIGHT DOLLARS)** of the **Downtown Density Bonus**.

- 5.2 It is expressly understood that AHFC is under no obligation to pay any charges to Subrecipient, which do not result directly from the performance of the Program and are not undertaken at AHFC's written request.
- 5.3 AHFC's liability for payment is based solely upon acceptance of Subrecipient's work as satisfactory and complete, as defined by AHFC, which acceptance will not be unreasonably withheld.
- 5.4 Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, AHFC may require a more detailed budget breakdown than the one contained in Attachment 1, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by AHFC. Any amendments to the budget must be approved in writing by both AHFC and the Subrecipient.
- 5.4.1 Method of Compensation. With the submission of original monthly bills together with proper support documentation, for the services described in this Agreement, the Subrecipient will be reimbursed on a monthly basis according to the schedule in Attachment 1.
- 5.4.2 For indirect services. A *pro rata* share of the Subrecipient's allowable monthly expenses for the provision of services as supported by a cost allocation plan.
- 5.4.3 For direct services. The actual direct costs incurred by the Subrecipient for the provision of services provided to low- and moderate-income families during the month.
- 5.5 In the event initial reports as required to be submitted by Subrecipient pursuant to the SOW and budget are deemed by AHFC to be incomplete or unsatisfactory, Subrecipient agrees to make such revisions or changes as may be required by AHFC and at no additional cost to AHFC.

SECTION 6 MEASURE OF LIABILITY AND PAYMENTS

- 6.1 In consideration of full and satisfactory performance of services and in compliance with the standards and provisions of the Agreement hereunder by Subrecipient, City shall make payments to Subrecipient in accordance with the method of payment described in Section 8 based on the budget set forth in Exhibit A, subject to the limitations and provisions set forth in this Agreement.
- 6.2 The AHFC may withhold or set off the entire payment or part of any payment otherwise due Subrecipient to such extent as may be necessary due to:
- 6.2.1 delivery of defective or non-conforming deliverables by Subrecipient;
- 6.2.2 third party claims, which are not covered by the insurance which Subrecipient is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 6.2.3 failure of Subrecipient to pay subcontractors ("Subcontractors"), or for labor, materials or equipment;

- 6.2.4 damage to the property of AHFC or AHFC's agents, employees or contractors, which is not covered by insurance required to be provided by Subrecipient;
 - 6.2.5 reasonable evidence that Subrecipient's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 6.2.6 failure of Subrecipient to submit proper invoices with all required attachments and supporting documentation; or
 - 6.2.7 failure of Subrecipient to comply with any material provision of the Agreement, its exhibits, and documents incorporated by reference into this Agreement.
 - 6.2.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.
- 6.3 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 City for taxes, and of §2-8-3 of the Austin City Code of 1992, as amended, concerning the right of the City to offset indebtedness owed City.
- 6.4 The AHFC's payment obligations are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Subrecipient. The AHFC shall provide the Subrecipient written notice of the failure of AHFC to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit AHFC to pay its obligations under the Agreement. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 6.5 It is expressly understood and agreed by the parties hereto that AHFC's obligations under this Section 6 are contingent upon the actual receipt of adequate funds to meet AHFC's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, AHFC shall notify Subrecipient in writing within a reasonable time, not to exceed thirty (30) calendar days, after such fact has been determined. AHFC may, at its option, either reduce the amount of its liability, as specified in Section 5.1, or terminate this Agreement. If funds eligible for use for purposes of this Agreement are not granted to AHFC or are reduced, AHFC shall not be liable for further payments due to Subrecipient under this Agreement.
- 6.6 AHFC is not liable for the payment of any cost or portion thereof with respect to the Program which:
- 6.6.1 has been paid, reimbursed or is subject to payment or reimbursement, from any other source other than Subrecipient's own funds;
 - 6.6.2 was incurred prior to the beginning date or after the ending date specified in Section 2.1, unless specifically authorized in writing by AHFC;

- 6.6.3 is not incurred in strict accordance with the terms of this Agreement including all exhibits attached hereto;
- 6.6.4 has not been billed to AHFC on or before the earlier of (a) sixty (60) calendar days following billing to Subrecipient by its subcontractors or other third parties, or (b) termination of this Agreement; or
- 6.6.5 is not an eligible cost identified by local or federal regulations.
- 6.7 AHFC is not liable for any cost or portion thereof which is incurred with respect to any activity of Subrecipient after AHFC has requested that Subrecipient furnish data concerning such action prior to proceeding further, unless and until Subrecipient is thereafter advised by AHFC to proceed.
- 6.8 AHFC shall not be obligated or liable under this Agreement to any party other than Subrecipient for payment of any monies or for provision of any goods or services.
- 6.9 Subrecipient will submit reports, deliverables, and an invoice for payment to City in accordance with the terms and conditions of this Agreement and its exhibits.
- 6.10 AHFC shall make payment to Subrecipient within a reasonable time, not to exceed thirty (30) calendar days, following receipt of invoice, provided it is complete and accompanied by documentation as required in Section 8.4 of this Agreement. If payment is not timely made, 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 AHFC may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 6.11 The making and acceptance of final payment will constitute:
 - 6.11.1 a waiver of all claims by AHFC against Subrecipient, 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 Subrecipient to comply with the Agreement or the terms of any warranty specified herein, (4) arising from Subrecipient's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under AHFC's right to audit; and
 - 6.11.2 a waiver of all claims by Subrecipient against AHFC other than those previously asserted in writing and not yet settled.

SECTION 7 ALLOWABLE COSTS

- 7.1 Costs will be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of the SOW and budget.
 - 7.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

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

7.2 Approval of Subrecipient's budget does not constitute prior written approval even though certain items may appear therein. AHFC's prior written authorization is required in order for the following to be considered allowable costs:

7.2.1 Any subcontract in an amount greater than \$1,000;

7.2.2 Out of town travel, meals, and lodging in an amount greater than \$500.00;

7.2.3 Alteration or relocation of the facilities on and in which the activities specified in the SOW and budget are conducted;

7.2.4 Any alterations, deletions or additions at the category level to the personnel and operations schedule incorporated in the budget.

7.2.5 Costs or fees for temporary employees or services in an amount greater than \$1,000;

7.2.6 Any fees or payments for consultant services in an amount greater than \$1,000; and

7.2.7 Fees for attending out of town meetings, seminars or conferences, in an amount greater than \$500.00.

7.3 Requests for prior approval are Subrecipient's responsibility and should be made within sufficient time to permit a thorough review by AHFC. Any procurement or purchase which may be approved in writing by AHFC under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement, its exhibits and the procurement policies of AHFC. Such written approval must be received by Subrecipient prior to the commencement of procurement or purchase.

7.4 All travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Subrecipient under the terms of the Agreement 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 City's 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 other regulation.

SECTION 8 **PAYMENTS TO SUBRECIPIENT**

- 8.1 Subrecipient shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported by the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Subrecipient's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Subrecipient must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.
- 8.1.1 Such account shall contain only the funds received pursuant to this Agreement and that no other funds shall be mingled with funds in such account, except funds deemed to be Program income as defined. Subrecipient shall support all checks and withdrawals from said account with itemized documentation of costs under this Agreement.
- 8.2 AHFC shall have the authority to place a lien upon any balance in said account paramount to all other liens, which lien shall secure the repayment of any advance payment made hereunder. Subrecipient agrees to execute any and all security agreements and other documents that AHFC determines necessary to evidence said lien.
- 8.3 Said account shall be maintained, under conditions approved by AHFC, in a financial institution, with federal deposit insurance coverage and the balance, if any, exceeding the federal deposit insurance coverage shall be collaterally secured.
- 8.4 Method of Payment
- 8.4.1 Each month Subrecipient shall submit an invoice to AHFC. The invoice shall be hand delivered or mailed to AHFC and received no later than the tenth (10th) calendar day of the month, for services provided in the prior month. Subrecipient shall include with the invoice:
- 8.4.1.1 cash disbursements and receipts journal;
- 8.4.1.2 bank reconciliations for all bank accounts described in Section 8 of this Agreement;
- 8.4.1.3 invoices that support all Program expenditures, as well as employee time sheets and payroll registers as described in attached exhibits; and
- 8.4.1.4 Program income required to be reported monthly to AHFC.
- 8.4.2 Subrecipient shall submit as part of the invoice and attachments, in such form as required by AHFC, timesheets for any Subrecipient employee, and any affidavits of all bills paid or such other affidavits or reports as may be reasonably required by AHFC to document AHFC liabilities under this Agreement.
- 8.4.3 Upon receipt of and approval by AHFC of each accurate and complete invoice and attachments, AHFC shall pay Subrecipient per Section 6.10 an amount equal to AHFC

liabilities which have not been previously billed to and subsequently paid by AHFC. However, delinquent billing to AHFC by Subrecipient shall justify delay of payment by AHFC.

- 8.4.4 Subrecipient's financial management system shall provide for an adequate procedure to minimize the time elapsed between AHFC's payment to Subrecipient and Subrecipient's disbursement of funds.
- 8.5 Excess Payment. Subrecipient shall refund to AHFC within thirty (30) calendar days of AHFC's written request, any sum of money which has been paid by AHFC and which AHFC at any time thereafter determines:
 - 8.5.1 has resulted in overpayment to Subrecipient; or
 - 8.5.2 has not been spent strictly in accordance with the terms of this Agreement; or
 - 8.5.3 is not supported by adequate documentation to fully justify the expenditure.
- 8.6 Disallowed Costs.
 - 8.6.1 Upon termination of this Agreement for any reason, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by AHFC or applicable funding agency, Subrecipient will refund such amount to AHFC within thirty (30) calendar days of written notice to Subrecipient specifying the amount disallowed. In the event a refund is not made by Subrecipient to AHFC within such period, AHFC shall take other action as is permitted under this Agreement.
 - 8.6.2 Refunds of disallowed costs may not be made from any other funds received from or through AHFC.
- 8.7 Deobligation of Funds. In the event that actual expenditure rates deviate from Subrecipient's provision of a corresponding level of performance, as specified in the SOW and budget, AHFC hereby reserves the right to reappropriate or recapture any such under-expended funds.
- 8.8 Agreement Closeout. The Agreement closeout package, together with final expenditure report, for the time period covered by the last invoice requesting a drawdown of funds under this Agreement, shall be submitted by Subrecipient to AHFC within ten (10) calendar days following the close of the term of this Agreement, using the format as provided to Subrecipient by AHFC.

SECTION 9 SUBRECIPIENT OBLIGATIONS AND RESPONSIBILITIES

- 9.1 Subrecipient hereby accepts responsibility for the performance of all services contracted hereunder. AHFC will consider Subrecipient's Executive Officer to be Subrecipient's representative responsible for the management of all contractual matters pertaining hereto, unless written notification is received to the contrary, from Subrecipient.
- 9.2 Subrecipient acknowledges that AHFC is the Contract Administrator of this Agreement and responsible for the administration of this Agreement.

- 9.3 All communications between AHFC and Subrecipient with regard to contractual matters will be directed through AHFC Contract Representative and Subrecipient Contract Representative.
- 9.4 Subrecipient shall promptly and completely file all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by Subrecipient. Subrecipient covenants that no tax liability has been asserted against Subrecipient by the Internal Revenue Service or any other taxing authority for taxes in excess of those already paid and Subrecipient knows of no basis for any such deficiency assessment.
- 9.5 AHFC and any authorized agent shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Subrecipient and its subcontractors, to inspect, monitor, and audit all books, accounts, reports, files, records, contracts, and all other papers or property relating to the business of Subrecipient and its subcontractors or the use of Program amounts. In addition, AHFC may obtain such audited financial statements from Subrecipient and its subcontractors as AHFC may require in its sole discretion, including but not limited to an annual year-end statement and semiannual statements during the term of this Agreement. Such statements shall be provided to AHFC directly by the auditor. The Subrecipient shall include Section 9.5 above in all subcontractor agreements entered into in connection with this Agreement.

SECTION 10 OWNERSHIP OF PROPERTY

Title of all notes receivable, capital acquisitions, supplies, materials or any other property costing \$1,000.00 or more purchased with funds received under this Agreement and in accordance with the provisions of this Agreement, is vested with Subrecipient and possession of such property shall, upon termination of this Agreement, revert to AHFC unless otherwise provided for by AHFC in writing. Subrecipient further agrees that upon expiration, the Subrecipient shall transfer to AHFC any funds on hand at the time of Agreement expiration, and any accounts receivable attributable to the use of these funds, as well as any real property under the Subrecipient's control that was acquired or improved in whole or in part with these funds in excess of \$25,000. It is understood by Subrecipient that AHFC shall retain a first lien position on any and all real property purchased with funds under this Agreement, unless otherwise provided for by AHFC. Subrecipient shall take all necessary and reasonable steps to ensure AHFC a first lien position. Written notification must be given to AHFC within thirty (30) calendar days of delivery of non-expendable property in order for AHFC to effect identification and recording for inventory purposes. Subrecipient shall maintain adequate accountability and control over such property, shall maintain adequate property records and perform an annual physical inventory.

SECTION 11 PROGRAM INCOME

- 11.1 For the purposes of this Agreement, Program income includes, but is not limited to, earnings of the Subrecipient realized from activities undertaken in accordance with this Agreement or from Subrecipient's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental fees, income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of Subrecipient provided as a result of this Agreement, payments from clients or third parties for services rendered by Subrecipient under this Agreement.

- 11.2 Subrecipient shall be allowed to keep all Program income generated under this Agreement, unless Subrecipient fails to abide by the following:
- 11.2.1 Subrecipient shall report all Program income received on a monthly basis;
 - 11.2.2 Subrecipient shall show all Program income received as part of any invoice;
 - 11.2.3 Subrecipient shall reduce the amount requested under its invoice by the amount of the Program income received; and
 - 11.2.4 Subrecipient shall spend such Program income prior to expending any other amounts received pursuant to this Agreement, and all program income shall be spent in accordance with this Agreement, the SOW, and the budget.
- 11.3 Records of the receipt and disposition of Program income must be maintained by Subrecipient in the same manner as required for other Agreement funds, and reported to AHFC in the format prescribed by AHFC. The AHFC shall deposit in its Program income account all Program funds remitted by the Subrecipient, and may use the funds for any eligible activity funded within this Agreement.
- 11.4 It is the Subrecipient's responsibility to obtain from AHFC a prior written determination as to whether or not income arising directly from this Agreement, or the performance of any obligations under this Agreement, is Program income. The AHFC has final authority to make a determination as to whether such income is Program income or not. The Subrecipient is responsible to AHFC for the repayment of any and all amounts as determined by AHFC to be Program income unless otherwise approved in writing by AHFC.
- 11.5 Subrecipient shall include Section 10 in its entirety in all of its subcontracts which involve other income-producing services or activities.

SECTION 12 REPORTS, MEETINGS AND INFORMATION

- 12.1 At such times and in such form as AHFC may require, and upon reasonable advance notice, Subrecipient shall furnish such statements, records, reports, data and information, as AHFC may request and deem pertinent to matters covered by this Agreement. Subrecipient shall provide AHFC with a proposed annual budget, and any proposed amendments to the annual budget, at least thirty (30) calendar days before adoption by Subrecipient, and any AHFC comments received by Subrecipient shall be taken into account in adopting the final annual budget or amendments to the final annual budget. Subrecipient shall be solely responsible for its annual budget and any amendments to it; provided, AHFC must finally approve, in writing, any budget amounts which involve this Agreement. AHFC shall act reasonably in approving or disapproving Subrecipient's budget. Within fifteen (15) calendar days following final adoption of the annual budget or any amendments to the final annual budget, Subrecipient shall provide AHFC a copy of the annual budget or the amendments, as appropriate.
- 12.2 Monthly performance reports and other reports are incorporated herein for all purposes and shall be submitted to AHFC by Subrecipient for periods ending on the last day of each month, no later than ten (10) calendar days after the end of each required monthly reporting period. Subrecipient agrees to gather information and data relative to all programmatic and financial

reporting as of the beginning date specified in Section 2, and shall make available to AHFC the following original information and material for the applicable monthly period:

- 12.2.1 documents that support all procurements;
 - 12.2.2 subcontracts entered into;
 - 12.2.3 proof of insurance on any property acquired; and
 - 12.2.4 any additional information or material AHFC may reasonably request concerning this Agreement.
- 12.3 Subrecipient shall maintain adequate accountability and control over such property, shall maintain adequate property records in a form acceptable to AHFC, and shall perform a physical inventory upon written request from AHFC during the term of this Agreement.
- 12.4 AHFC may require Subrecipient to schedule and to participate in periodic monitoring meetings with AHFC.

SECTION 13 CONFIDENTIALITY

In order to complete the obligations of this Agreement, each party may require access to certain confidential information of the other party (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which either party or its licensors consider confidential) (collectively, "Confidential Information") of the disclosing party or its licensors'. Each party acknowledges and agrees that the Confidential Information is the valuable property of the other party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing party and/or its licensors. Each party (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 other party or in a manner not expressly permitted under this Agreement, 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 receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than a party 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.

SECTION 14 MONITORING AND EVALUATION

- 14.1 AHFC and/or applicable funding agency shall monitor Subrecipient's performance under this Agreement.
- 14.2 Subrecipient agrees that AHFC or applicable funding agency shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Subrecipient, to carry out monitoring and evaluation activities to ensure adherence by Subrecipient to the SOW and the provisions of this Agreement, and to ensure that the use of any amounts paid to Subrecipient under this Agreement are for eligible purposes in accordance

with the requirements, including the right to inspect and audit all books, accounts, reports, files, records, contracts, and all other papers relating to the Program.

- 14.3 Subrecipient agrees to cooperate with AHFC or applicable funding agency in the development, implementation and maintenance of record-keeping systems and to provide data reasonably determined by AHFC or applicable funding agency to be necessary for AHFC or applicable funding agency to effectively fulfill its monitoring and evaluation responsibilities.
- 14.4 After each monitoring visit, AHFC shall provide Subrecipient with a written report of monitoring findings. For any cost that AHFC or applicable funding agency identifies as questionable in AHFC's written report, Subrecipient agrees it shall, within a reasonable time period mutually agreed upon by the parties to this Agreement, provide a response and any requested documentation.
- 14.5 In the event AHFC or applicable funding agency is not satisfied with Subrecipient's written response and disallows the cost, AHFC may request Subrecipient to refund the amount of the cost. In such case the provisions regarding payment of disallowed cost set forth in Section 8.6 shall govern.
- 14.6 Copies of any monitoring or audit reports by any of Subrecipient's funding or regulatory bodies will, within fifteen (15) calendar days of receipt by Subrecipient be submitted to AHFC. In addition to the audit required by this Agreement, Subrecipient shall provide within fifteen (15) calendar days of receipt by Subrecipient to AHFC such additional audited management letters or financial statements.
- 14.7 Subrecipient agrees to schedule periodic reviews with AHFC of its performance of this Agreement and of financial and operational records.

SECTION 15 **DIRECTOR'S MEETINGS**

Subrecipient shall inform AHFC of the dates and times of meetings of its board of directors if **relevant to this agreement**. Such notice shall be delivered to AHFC in a timely manner to give adequate notice and shall also include an agenda and a brief description of the matters to be discussed. Minutes of meetings of Subrecipient's governing body shall be submitted to AHFC within fifteen (15) calendar days of the meeting date. If Subrecipient utilizes advisory board(s), notices of meetings and formal minutes of advisory board meetings shall be kept and shall remain on file with Subrecipient for AHFC's inspection.

SECTION 16 **PERSONNEL POLICIES**

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

SECTION 17 **WORKFORCE**

- 17.1 Subrecipient shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.
- 17.2 Subrecipient, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on AHFC's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- 17.3 If AHFC or AHFC's representative notifies the Subrecipient 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 Subrecipient shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without AHFC's prior written consent.

SECTION 18 SUBCONTRACTING

- 18.1 This contract is exempt from Minority-Owned and Women-Owned Business Enterprises ("MBE/WBE") program provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code because the award is made with federal/state grants or City general fund monies to a non-profit entity where the City offers assistance, guidance or supervision on a program and the recipient of the grant award uses the grant monies to provide services to the community. Even though this contract is exempt, Subrecipient should strongly pursue participation by MBEs and WBEs and be able to show a good faith effort that the Subrecipient reached out to City-certified MBE and WBE businesses.
- 18.2 Work performed for the Subrecipient by a Subcontractor shall be pursuant to a written contract between the Subrecipient and Subcontractor. The terms of the subcontract may not conflict with the terms of the Agreement, and shall contain provisions that:
 - 18.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement.
 - 18.2.2 prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of AHFC and the Subrecipient. The AHFC may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to AHFC;
 - 18.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Subrecipient in sufficient time to enable the Subrecipient to include same with its invoice or application for payment to AHFC in accordance with the terms of the Agreement;
 - 18.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Recipient, with AHFC being a named insured as its interest shall appear; and

- 18.2.5 require that the Subcontractor indemnify and hold AHFC harmless to the same extent as the Subrecipient is required to indemnify AHFC.
- 18.3 The Subrecipient shall be fully responsible to AHFC for all acts and omissions of the Subcontractors just as the Subrecipient is responsible for the Subrecipient's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between AHFC and any such Subcontractor, nor shall it create any obligation on the part of AHFC to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 18.4 The Subrecipient shall pay each Subcontractor its appropriate share of payments made to the Subrecipient not later than ten (10) calendar days after receipt of payment from AHFC. Subrecipient agrees that no subcontract placed under this Agreement shall provide for payment on a cost plus a percentage of cost basis.

SECTION 19 **EQUAL OPPORTUNITY**

- 19.1 **Equal Employment Opportunity.** No Subrecipient or Subrecipient's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No bid submitted to AHFC shall be considered, nor any purchase order issued, or any contract awarded by AHFC unless the Subrecipient has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Subrecipient 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 Agreement and the Subrecipient's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- 19.2 In the event of Subrecipient's or its subcontractor's non-compliance with the non-discrimination requirements of this Section 20, this Agreement may be canceled, terminated, or suspended in whole or in part upon written notice by AHFC to Subrecipient, and Subrecipient or its subcontractor may be debarred from further contracts with AHFC and/or applicable agencies.

SECTION 20 **REPRESENTATIONS AND WARRANTIES**

- 20.1 Subrecipient represents and warrants that:
- 20.1.1 All information, reports and data previously or subsequently requested by AHFC and furnished to AHFC was complete and accurate as of the date shown on the information, data or report, and since that date have not undergone any significant change without written notice to AHFC.
- 20.1.2 Any supporting financial statements previously requested by AHFC, and furnished to AHFC, were complete, accurate and fairly reflect the financial condition of Subrecipient as of the date shown on said report, and the results of the operation for the period covered by the report, and since said date there has been no material change, adverse or otherwise, in the financial condition of Subrecipient.

- 20.1.2.1 No litigation or proceedings are presently pending or threatened against Subrecipient that prohibits Subrecipient from carrying out the provisions of this Agreement.
- 20.1.3 None of the provisions of this Agreement contravenes or is in conflict with the authority under which Subrecipient is doing business or with the provisions of any existing indenture or agreement of Subrecipient.
- 20.1.4 Subrecipient has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- 20.1.5 If Subrecipient furnished AHFC with Subrecipient's financial statements, none of the assets of Subrecipient is subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by Subrecipient to AHFC.
- 20.1.5.1 Subrecipient is not in default on any obligations, covenants, or conditions contained in any bond, debenture, note, or other evidence of indebtedness or any mortgages or collateral instruments securing the same. Subrecipient also covenants that the making of this Agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in any breach or constitute a default under any agreement to which Subrecipient is presently a party, or result in the creation of any lien, charge or encumbrance upon any of its property or its assets other than as specifically may be allowed under this Agreement including without limitation AHFC's liens and security interests.
- 20.1.5.2 As applicable, Subrecipient shall promptly and completely file all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by Subrecipient. Subrecipient covenants that no tax liability has been asserted against Subrecipient by the Internal Revenue Service or any other taxing authority for taxes in excess of those already paid and Subrecipient knows of no basis for any such deficiency assessment.
- 21.1.5.3 As applicable, Subrecipient shall submit to AHFC annually paid tax receipts showing that current ad valorem taxes on the real and personal property situated therein have been paid, or an affidavit stating that no current taxes on the property are due.
- 21.1.5.4 Subrecipient shall submit to AHFC evidence that each insurance policy required by this Agreement is in force and effect and that all premiums have been paid.
- 20.2 Subrecipient shall use the proceeds of this Agreement only for the purposes and in the amounts stated in this Agreement and the SOW and budget.
- 20.3 Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by Subrecipient with the submission of each invoice.

SECTION 21 GRATUITIES

The AHFC may, by written notice to Subrecipient, cancel the Agreement without liability if it is determined by AHFC that gratuities were offered or given by Subrecipient or any agent or representative of Subrecipient to any officer or employee of AHFC with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by AHFC pursuant to this provision, AHFC shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Subrecipient in providing such gratuities.

SECTION 22 INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Subrecipient's services shall be those of an independent contractor. Subrecipient agrees and understands that the Agreement does not grant any rights or privileges established for employees of AHFC.

SECTION 23 NEPOTISM

Unless approved by AHFC, Subrecipient shall not employ in any paid capacity any person who is a member of the immediate family of 1) a person who is currently employed by AHFC or Subrecipient; or 2) a member of AHFC or Subrecipient's governing body. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece, first cousin, stepparent, stepchild, half-brother, and half-sister. Notwithstanding the foregoing, Subrecipient may employ such person if it obtains a written waiver from AHFC.

SECTION 24 POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Subrecipient hereunder shall be used for, any political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION 25 SECTARIAN ACTIVITY

None of the performance rendered under this Agreement shall involve, and no portion of the funds received by the Subrecipient under this Agreement shall be used for, any sectarian or religious activity.

SECTION 26 NO CONTINGENT FEES

Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement 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 Subrecipient for the purpose of securing business. For breach or violation of this warranty, AHFC shall have the right, in addition to any other remedy available, to cancel the

Agreement without liability and to deduct from any amounts owed to Subrecipient, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 27 INDEMNITY/CLAIMS

27.1 Indemnity.

27.1.1 Definitions:

27.1.1.1 “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:

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

27.1.1.1.2 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 AHFC, Subrecipient, the Subrecipient’s subcontractors, and third parties),

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

27.1.2 **THE SUBRECIPIENT SHALL DEFEND (AT THE OPTION OF GRANTEE), INDEMNIFY, AND HOLD GRANTEE, 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 SUBRECIPIENT, OR SUBRECIPIENT’S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF SUBRECIPIENT’S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF GRANTEE OR THE SUBRECIPIENT (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

27.2 **Claims.** If any claim, demand, suit, or other action is asserted against Subrecipient which arises under or concerns the Agreement, or which could have a material adverse effect on Subrecipient’s ability to perform hereunder, Subrecipient shall give written notice thereof to AHFC within ten (10) calendar days after receipt of notice by Subrecipient. Such notice to AHFC 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 AHFC 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.

SECTION 28 RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

All reports, charts, schedules, data stored on computer disk, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material prepared or submitted to AHFC by Subrecipient (including, without limitation, Subrecipient's independent professional associates and consultants and subcontractors shall become the property of AHFC upon receipt, whether the Program is completed or not. Any portions of such material claimed by Subrecipient 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. Upon this Agreement's expiration or termination AHFC may require any or all of these items to be delivered to AHFC upon written notice to Subrecipient.

SECTION 29 COPYRIGHTS AND RIGHTS IN DATA

- 29.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Subrecipient agrees to disclose such patentable subject matter to AHFC. Further, if requested by AHFC, the Subrecipient agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to AHFC and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by AHFC, to AHFC upon request by AHFC.
- 29.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Subrecipient agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Subrecipient for AHFC and the AHFC shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate AHFC's sole or joint ownership of any such deliverables arising by virtue of AHFC's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Subrecipient hereby assigns to AHFC (and agrees to cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver an assignment to AHFC of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Subrecipient agrees to execute, acknowledge, and deliver and cause each of its employees providing services to AHFC hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by AHFC, to AHFC upon delivery of such deliverables to AHFC or at such other time as AHFC may request.
- 29.3 **Additional Assignments.** The Subrecipient further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which AHFC might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to AHFC, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Subrecipient's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this

Contract with respect to such deliverables. In the event AHFC should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Subrecipient agrees to treat the same as Confidential Information under the terms herein.

SECTION 30 **MAINTENANCE OF RECORDS**

- 30.1 Subrecipient agrees to maintain records that will provide accurate and complete disclosure of the status of the funds received under this Agreement in accordance with any applicable laws and regulations establishing standards for financial management. Subrecipient's record system shall contain sufficient documentation to provide support and justification for each expenditure to allow authorized persons from AHFC and any other entity authorized by AHFC to determine whether the Program has been carried out in accordance with this Agreement and applicable requirements. Nothing in this Section shall be construed to relieve Subrecipient of fiscal accountability and liability under any other provision of this Agreement or any applicable law. Subrecipient shall include the substance of this provision in all subcontracts, where applicable.
- 30.2 Subrecipient agrees to retain all books, records, documents, reports and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this Agreement for the period of time and under the conditions as specified in applicable federal or local regulations.
- 30.3 Nothing in the above subsections shall be construed to relieve Subrecipient of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement sufficient for AHFC to meet all reporting requirements. At reasonable times, mutually agreed upon by the parties to this Agreement, and as often as AHFC may reasonably deem necessary, Subrecipient shall make available to AHFC, or applicable funding agency, or any of their authorized representatives, at Subrecipient's regular place of business, all of its records related to all matters covered by this Agreement and shall permit AHFC to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to matters covered by this Agreement.

SECTION 31 **PUBLICATIONS**

All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 32 **PUBLICITY**

The Subrecipient shall not advertise or publish, without AHFC's prior written consent, the fact that AHFC has entered into this Agreement, except to the extent required by law.

SECTION 33 **INSURANCE**

The following insurance requirements apply to this Agreement.

33.1 General Requirements

- 33.1.1 The Subrecipient shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- 33.1.2 The Subrecipient shall provide a certificate of insurance as verification of coverages required below to AHFC at the below address prior to contract execution and within fourteen (14) calendar days after written request from AHFC.
- 33.1.3 The Subrecipient must also forward a certificate of insurance to AHFC whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 33.1.4 The Subrecipient shall not commence work until the required insurance is obtained and has been reviewed by AHFC. Approval of insurance by AHFC shall not relieve or decrease the liability of the Subrecipient hereunder and shall not be construed to be a limitation of liability on the part of the Subrecipient.
- 33.1.5 The Subrecipient must submit certificates of insurance to AHFC for all subcontractors prior to the subcontractors commencing work on the Program.
- 33.1.6 The Subrecipient'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.
- 33.1.7 All endorsements naming the City of Austin as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall contain the Subrecipient's email address, and shall be mailed to the following address:

Austin Housing Finance Corporation
P. O. Box 1088
Austin, Texas 78767

- 33.1.8 The "other" insurance clause shall not apply to AHFC where AHFC is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both AHFC and the Subrecipient, shall be considered primary coverage as applicable.
- 33.1.9 If insurance policies are not written for amounts specified, the Subrecipient 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.
- 33.1.10 AHFC 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.

- 33.1.11 AHFC reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by AHFC 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 Subrecipient.
- 33.1.12 The Subrecipient shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
- 33.1.13 The Subrecipient 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.
- 33.1.14 The Subrecipient shall endeavor to provide AHFC thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- 33.2 **Specific Coverage Requirements.** The Subrecipient shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, 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 Subrecipient.
- 33.2.1 **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.
- 33.2.1.1 Contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the Program
- 33.2.1.2 Contractors/Subcontracted Work
- 33.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 33.2.1.3.1 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 33.2.1.3.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 33.2.1.3.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 33.2.2 **Business Automobile Liability Insurance.** The Subrecipient 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:

33.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

33.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

33.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

33.2.3 **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:

33.2.3.1 The Subrecipient's policy shall apply to the State of Texas

33.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

33.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage

33.2.4 **Directors and Officers Insurance.** Coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement. The Subrecipient shall, on at least an annual basis, provide AHFC with a certificate of insurance as evidence of such insurance.

33.3 **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 AHFC's review and approval.

SECTION 34 BONDING

34.1 Bonds, when required, must be executed on forms furnished by or acceptable to AHFC. Subrecipient shall furnish AHFC proof of an adequate bond prior to the earlier of thirty (30) calendar days from the date AHFC requested the bond or payment of any funds to Subrecipient by AHFC under this Agreement.

34.2 If the surety on any bond furnished by Subrecipient is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the

requirements of this Agreement, Subrecipient must substitute another bond and surety, both of which must be acceptable to AHFC.

- 34.3 When performance bonds and/or payment bonds are required in accordance with the SOW, each bond must be issued in an amount of one hundred percent (100%) of the maximum payment liability set forth in this Agreement, as security for the faithful performance of all Subrecipient's obligations under this Agreement. Performance bonds and payment bonds must be issued by a solvent surety company authorized to do business in the State of Texas, U.S. Treasury listed, and with an A.M. Best rating of A- or better, or otherwise acceptable to AHFC.

SECTION 35 FEE FOR SERVICES

Subrecipient shall not charge any fees in connection with this Agreement.

SECTION 36 ASSIGNMENTS

The Agreement shall be binding upon and endure to the benefit of the AHFC and the Subrecipient and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Subrecipient without the prior written consent of the AHFC. Any attempted assignment or delegation by the Subrecipient shall be void unless made in conformity with this paragraph. The Agreement 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 Agreement.

SECTION 37 CHANGES AND AMENDMENTS

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

SECTION 38 NON-WAIVER OF PROVISIONS

No claim or right arising out of a breach of the Agreement 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 Subrecipient or the AHFC 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 Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

SECTION 39 SURVIVAL OF AGREEMENT PROVISIONS

All provisions of the Agreement 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 Agreement for any reason.

SECTION 40 NON-SUSPENSION OR DEBARMENT CERTIFICATION

The AHFC 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 of Texas, or City contracts. By accepting a contract with the AHFC, the Subrecipient 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.

SECTION 41 SEVERABILITY OF PROVISIONS

The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement 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 Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

SECTION 42 DISPUTE RESOLUTION

- 42.1 If a dispute arises out of or relates to the Agreement, 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.
- 42.2 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 AHFC and the Subrecipient 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 Agreement 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 AHFC and the Subrecipient will share the costs of mediation equally.

SECTION 43 CHOICE OF LAW AND VENUE

The Agreement 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., and 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 Agreement 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 AHFC to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION 44 **INTERPRETATION**

The Agreement 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 Agreement. Although the Agreement 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. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, AHFC as the party ultimately responsible for matters of compliance will have the final authority to render or to secure an interpretation and Subrecipient shall not be liable for relying on such interpretation if such interpretation is in writing and is later found to be incorrect.

SECTION 45 **REVERSION OF ASSETS**

Upon the expiration or termination of the Agreement, Subrecipient must transfer to AHFC any funds on hand at the time of expiration or notice of termination and any accounts receivable attributable to the use of funds.

SECTION 46 **ENTIRE AGREEMENT**

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting the subject matter hereof. The terms and conditions set forth in this Agreement constitute the entire agreement between the parties and any oral representations on the part of either party, its representatives or assigns, shall have no force or effect whatsoever. This Agreement shall be binding upon the parties, their successors, and assigns.

SECTION 47 **CONFLICT OF INTEREST**

- 47.1 In addition to the conflicts prohibited by Section 4.3, Subrecipient covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its governing body.
- 47.2 Subrecipient further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others; particularly those with which they have family, business, or other ties.

47.3 No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from 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 Subrecipient shall render the Agreement voidable by the City.

SECTION 48 NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement 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 AHFC and the Subrecipient shall be addressed as follows:

Notice or communication to Subrecipient shall be directed to:
Ending Community Homelessness Coalition, Inc.
Attn: Ann Howard, Executive Director
300 East Highland Mall Boulevard, Suite 200,
Austin, Travis County, Texas 78752.

Notice or communication to AHFC shall be directed to:
Austin Housing Finance Corporation
Attn: Rosie Truelove, Treasurer
1000 East 11th Street
Austin, Travis County, Texas 78702

or addressed in such other way as either party may from time to time designate in writing dispatched as provided in this Section.

SECTION 49 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS

Subrecipient, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by City and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirement shall govern. Subrecipient shall indemnify and hold AHFC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Subrecipient's obligations under this paragraph.

SECTION 50 STOP WORK NOTICE

A stop work notice ("Stop Work Notice") may be issued in the event Subrecipient is observed performing in a manner that is in violation of federal, state, or local guidelines, or in a manner that is determined by AHFC to be unsafe to either life or property. Upon notification, Subrecipient will cease all work until notified that the violation or unsafe condition has been corrected. Subrecipient shall be liable for all costs incurred by AHFC as a result of the issuance of such Stop Work Notice.

SECTION 51 DELAYS

- 51.1 AHFC may delay scheduled delivery or other due dates by written notice to Subrecipient if AHFC deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, AHFC and Subrecipient shall negotiate an equitable adjustment for costs incurred by Subrecipient in the Agreement price and execute an amendment to the Agreement. Subrecipient 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 in Section 43. However, nothing in this provision shall excuse Subrecipient from delaying the delivery as notified.
- 51.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Agreement 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.

SIGNATURES ON FOLLOWING PAGE

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

Subrecipient: **Ending Community Homelessness Coalition, Inc.**

By: 
Signature

Name: Ann Howard, Executive Director
Printed Name

Title: Executive Director

Date: 6/8/2018

AHFC: **Austin Housing Finance Corporation**

By: 
Signature

Name: Rosie Truelove, Treasurer
Printed Name

Title: Treasurer

Date: 6/15/18

EXHIBITS:

- A – Statement of Work/Description of Program
- B – Non-Discrimination Certificate

EXHIBIT A

Statement of Work

Ending Community Homelessness Coalition, Inc. Low Barrier Permanent Supportive Housing Voucher Program (Pilot)

PURPOSE:

The purpose of this Agreement with the **Ending Community Homelessness Coalition, Inc. (ECHO)** ("Subrecipient") is to administer the Low Barrier Permanent Supportive Housing Voucher Program. Specifically, the intent of this Pilot Program is to provide housing subsidies to homeless families. This Program will test the design and initial operations of the initiative that will house and support individuals experiencing homelessness and severe mental health issues who are frequent users of the criminal justice and emergency healthcare system in Austin/Travis County.

SECTION I PROGRAM REQUIREMENTS:

The Low Barrier Permanent Supportive Housing Voucher Program is funded by AHFC with City of Austin Downtown Density Bonus Funds in the form of a grant. The funds are to be used to provide low-barrier permanent supportive housing vouchers. ECHO will pay directly to the property owner providing the housing as specified herein on behalf of the program eligible client. The funds provided are reimbursement based, which means the Subrecipient must first incur the related costs and subsequently request reimbursement from AHFC for the incurred costs.

Program services shall be provided to renters with incomes that are at or below 50% of the Median Family Income (MFI), as amended by the U.S. Department of Housing and Urban Development (HUD).

Subrecipient will make rental units affordable to program eligible clients, by making payments with City funding, to property owners, enabling the client to enter into a lease. ECHO or its partner agency will be responsible for verifying the income limits based on household size, and the methodology used to calculate the income. The maximum rent amount paid by the program shall be based on the **Fair Market Rent** for the Austin Metropolitan Area.

- A. Subrecipient's partner agency is Caritas of Austin, which will provide the support services based on the Assertive Community Treatment (ACT) model, which is designed to support clients with mental illness living in the community.
- B. All rental property assisted by the program, must be located within the City of Austin's Full-Purpose Limits. Properties located in Limited Purpose Annexed (LPA) areas and Extra Territorial Jurisdiction (ETJ) are ineligible as certified by ECHO within each month's pay request submittal.
- C. At the end of a client's initial lease term, the client may have access to continued subsidy support to enter into a new lease agreement or into a renewal of their current lease, subject to continued program eligibility. ECHO or its the partner agency shall be responsible for re-certifying the client's income to ensure their income remains eligible for participation in the program.
- D. The program's assistance cannot be used for rental deposits, for utility deposits, etc., but may only be used for rental assistance in conjunction with the Low Barrier Permanent Supportive Housing

Voucher Program.

- E. Qualifying rental units under the Low Barrier Permanent Supportive Housing Voucher Program may include single family homes, apartments, duplexes, and any other type of housing unit available in the rental market and which meets the program requirements of the partner program in which the client is enrolled.
- F. Partner agencies in which the client is enrolled, must conduct a property inspection, and the unit must pass inspection, prior to the client moving-in. Should the client enter into additional lease terms, the partner agency must continue to comply with their inspection requirements.
- G. ECHO must execute a written agreement in addition to each tenant based lease documenting the agreement between ECHO and the housing provider. The written agreement must include confirmation that the housing provider will accept payment from ECHO on behalf of the tenant.
- H. A fully executed lease between the property owner participating in the Low Barrier Permanent Supportive Housing Voucher Program and the client, must be in place prior to any costs being incurred for related activities.
- I. Adherence to each of the Program Requirements identified in this Section (Section I), must be certified to in writing by either the Subrecipient or by the Partner agency, whichever is applicable, and submitted to AHFC as part of each month's payment request submittal.

SECTION II DELIVERABLES:

In order for Subrecipient to qualify for the **\$98,208.00** (Ninety-Eight Thousand Two Hundred and Eight Dollars) made available to Subrecipient, the parties have agreed to the initial term of the Agreement to be from **June 1, 2018** thru **September 30, 2018**, with one 12-month extension option subject to the approval of the Subrecipient and the AHFC Officer or their designee and Subrecipient agrees to the following terms:

- A. Provide housing subsidies to program eligible clients experiencing homelessness as defined by US Department of Housing and Urban Development regulations. (24 CFR Parts 91, 582, 583, published December 2011, and 24 CFR Parts 91 and 578, published December 2015). The prospective tenant must be referred through the Coordinated Entry Process.
- B. Provide the services referenced in Section II-A, to **24 (Twenty-four)** unduplicated clients. An unduplicated client shall be defined as a client who was reported/counted only once during the term of this Agreement.
- C. The Subrecipient agrees to meet or exceed the following milestones:

Timeline

At the end of 4 months, 100% or 24 eligible clients will be served.

Due to the intensive casework involved with clients, milestone achievements may vary throughout the contract term based on client needs. If the Subrecipient's reporting period achievements differ from the milestones stated above, the Subrecipient shall provide a narrative in the related Monthly Performance Report that offers perspective on the performance data, with sufficient detail to explain any issues regarding any impediments with respect to the Subrecipient's ability to achieve the project objectives.

SECTION III PROGRAM/PROJECT BUDGET:

All Subrecipient expenditures shall be in accordance with the Budget in **Attachment 1** of this Statement of Work.

SECTION IV COMPENSATION:

- A. Subrecipient shall submit to AHFC, no more than one invoice monthly, unless otherwise approved in writing by AHFC.
- B. The method of compensation, which Subrecipient will utilize is described in Section V of this Statement of Work. The term “invoice” will be used when referencing a “pay request” or a “request for payment.” Invoices must meet the following requirements:
 - 1. The invoice must have a unique invoice number that cannot be duplicated.
 - 2. The invoice must include a date and the date cannot exceed 5 days from the date in which the invoice is received by the City.
 - 3. The vendor name and address on the invoice must match exactly to that found in the City’s Vendor database.
 - 4. The invoice must contain a description of the items or services purchased.
- C. Upon review of all invoices, monthly reports, and support documentation received from Subrecipient, AHFC will, if applicable, provide written notification (Deficiency Notice) to Subrecipient regarding any reimbursement items which may be disallowed pursuant to the terms of the Agreement, as well as any aspects of the submittal that may require either clarification or corrective action(s) along with recommendations for making corrections. Subrecipient will have thirty (30) calendar days from receipt of the written correspondence/notification, in which to submit corrections before reimbursement is made.

All items identified within the Deficiency Notice for any given month, must be resolved before a subsequent month’s payment request may be submitted for reimbursement. Should a revised invoice be required, the new invoice must contain the date in which the revised invoice is submitted.
- D. The separate bank account referenced in SECTION 8.1 of the Agreement between AHFC and the Subrecipient, will not be required. However, Subrecipient must maintain an alternative accounting mechanism which adheres at all times, to generally accepted accounting principles.

SECTION V PAYMENT REQUESTS:

- A. Subrecipient shall submit a monthly invoice to AHFC by the 10th calendar day of each month, depicting all prior month’s activities, along with complete source documentation supporting both the services reported and the dollar amount being requested for reimbursement. Should the invoice due date fall on a Saturday, the invoice shall be due the day before, on Friday. Should the invoice due date fall on a Sunday, the invoice shall be due the day after, on Monday.
- B. Subrecipient shall promptly notify AHFC in writing, of any overpayments or necessary adjustments. Reimbursements for any overpayment or under payment and any necessary adjustments shall be made to AHFC, within thirty (30) calendar days following the date of discovery by either party.

- C. AHFC may request additional program or financial information regarding the activity as may be necessary to address specific requests from the City of Austin, auditors or stakeholders.

Source Documentation

Client and property eligibility documentation for all subsidized units under the program shall be submitted to AHFC on a monthly basis along with each pay request in order for each invoice to be reimbursed, Subrecipient shall include, at a minimum, the following:

1. A complete and accurate invoice, each bearing a unique invoice number;
2. Completed/signed copies of leases entered into between each client and their landlord;
3. Completed/ signed copy of the agreement between ECHO and the landlord;
4. A copy of each client's Payment Calculation Worksheet;
5. Copies of Expenses detailing subsidy payment assistance (invoices, bills, cancelled checks, receipts, etc.); and
6. Any other documentation that may be needed to substantiate an eligible, client, an eligible property owner and eligible expenses incurred by the Subrecipient during the agreement period, may also be requested.

SECTION VI REPORTING/DOCUMENTATION REQUIREMENTS:

In addition to the documentation listed in Section V, as part of each payment request being submitted, Subrecipient shall also provide the following correct and completed Reports to AHFC:

- A. A completed Monthly Performance Report (**Attachment 2**) detailing the accomplishments during each reporting period.
- B. A completed Monthly Demographic Report (**Attachment 3**), profiling all clients served during the reporting period.
- C. A completed Monthly Project Report (**Attachment 4**) with all information identified/requested within the report.

Subrecipient shall ensure that all reporting documents include the unduplicated (first-time) clients. An unduplicated client count shall be defined as a client who was reported/counted only once during the Agreement term, regardless of the number of times assistance was provided. For the purposes of this Agreement, each unduplicated client reported in each monthly Performance Report, in each monthly Demographic Report, and in each monthly Project Report, shall correspond to a client file set-up and maintained by Subrecipient. The Subrecipient's client file shall minimally contain the following:

1. Name of client;
2. Application date;
3. Residential address and phone number;
4. Income eligibility determination/documentation (Affidavit from the partner Agency);
5. Ethnicity or race of head of the household;
6. Gender and age of persons in household;
7. Support documentation; and
8. Client referral source.

- D. Other contractually required reports shall include but are not limited to:

1. A Close-Out Report.

Subrecipient must complete and submit to AHFC for review and approval, a “Close-Out Report” (**Attachment 5**), no later than ten (10) calendar days from the last reporting month of the contract term, which is Oct. 10, 2018. In addition, a Program’s clients and expenditures report shall be submitted no later than ten (10) calendar days from the last client’s lease expiration date.

Should a reporting due date fall on a Saturday, reporting shall be due the day before, on Friday. Should a reporting due date fall on a Sunday, reporting is due the day after, or Monday.

SECTION VII OTHER RELATED REQUIREMENTS:

- A. Section 504 Requirements. In order to comply with the Americans with Disabilities Act (ADA) and Section 504 notice requirements, the language stated in **Attachment 6** must be included in all Subrecipient’s documents related to the Low Barrier Permanent Supportive Housing Voucher Program Notices are required to be published in both English and Spanish.
- B. Availability of Services. Subrecipient’s regular hours of operation are: 8:00 am to 5:00 pm, Monday through Friday. Services may be offered on weekdays, evenings, and Saturdays depending on demand. The following holidays are observed by the Subrecipient:

<u>Holiday(s)</u>	<u>Dates Observed</u>
2018	
Independence Day	July 4, 2018
Labor Day (First Monday in September)	September 3, 2018

ATTACHMENTS:

1. Budget (to be provided by Subrecipient)
2. Performance Report
3. Demographic Report
4. Project Report
5. Close-Out Package
6. Section 504/ADA Requirements

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 8 day of June, 2018

Subrecipient
Authorized
Signature



Title

Exec Director

**ATTACHMENT 2
2018 MONTHLY PERFORMANCE REPORT**

SUBRECIPIENT: ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO) PROGRAM: LOW BARRIER PERMANENT SUPPORTIVE HOUSING VOICHER PROGRAM CONTRACT TERM: JUNE 1, 2018 - SEPTEMBER 30, 2018 CONTRACT AMOUNT: \$98,208.00	FUUNDING SOURCE: HOUSING TRUST FUND ANNUAL UNIT GOAL: 24 REPORTING PERIOD: Individual Completing Report (print):
---	---

OUTPUT MEASURES	June	July	Aug.	Sept.						Total To-Date	Percentage of Goal Met To-Date
Number of NEW/UNDUPLICATED individuals receiving assistance during this reporting period.											
Number of DUPLICATED individuals continuing to receive assistance during this reporting period.											

Use the section directly below to provide a narrative that offers perspective on the performance data, with sufficient detail to explain any issues regarding any impediments with respect to the Subrecipient's ability to achieve the program objectives during this reporting period.

SUBRECIPIENT COMMENTS:

In the performance of the agreement with the City of Austin, I, on behalf of the organization, do hereby certify that, I have complied with all applicable Federal Regulations, laws of the State of Texas, as well as local laws, Policies and Procedures of the City of Austin, and Program Guidelines for Neighborhood Housing and Community Development and Austin Housing Finance Corporation. I certify that the information provided herein, is true and accurate. I acknowledge that any person making intentional or negligent statements to any Governmental Entity, is guilty of a felony that could result in, but not limited to a fine, imprisonment, or both. As a Subrecipient of funds funded through the Austin Housing Finance Corporation, I certify that I maintain sufficient documentation in support of all program determinations as of the date set-forth opposite signature.

PREPARER'S SIGNATURE (signature of individual preparing this report):		DATE:
AUTHORIZED SUBRECIPIENT SIGNATURE (signature of individual authorized on Agreement):		DATE:

MONTHLY DEMOGRAPHIC REPORT

AGENCY NAME: ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO)

CONTRACT TERM:	June 1, 2018 - SEPT. 30, 2018
-----------------------	--------------------------------------

PRINT ECHO PEPARER'S NAME:

[illegible]

DATE:

DATE:

COMMENTS:

ATTACHMENT 4
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO) MONTHLY PROJECT REPORT
Low Barrier Permanent Supportive Housing Voucher Program (Pilot)

CONTRACT TERM: June 1, 2018 - September 30, 2018							FOUR- MONTH UNIT GOAL: Twenty-four (24)				
REPORTING PERIOD:							CONTRACT AMOUNT: \$98,208.00				
Case #	Client Name	CLIENT ADDRESS				LEASE INFORMATION				COMMENTS	
	FIRST and LAST NAME	STREET #	Street Name	ZIP CODE	AUSTIN FULL PURPOSE? (Yes or No)	LEASE EFFECTIVE DATE	LEASE END DATE	UNIT PASSED INSPECTION? (Yes or No)	INITIAL MONTHLY RENT AMOUNT		
ON THIS PAGE, REPORT ONLY NEW/UNDUPLICATED CLIENTS ASSISTED DURING THIS REPORTING PERIOD THIS FISCAL YEAR											
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ATTACHMENT 4
ENDING COMMUNITY HOMELESSNESS COALITION, INC. (ECHO) MONTHLY PROJECT REPORT
Low Barrier Permanent Supportive Housing Voucher Program (Pilot)

CONTRACT TERM: JUNE 1, 2018 - SEPTEMBER 30, 2018

FOUR- MONTH UNIT GOAL: Twenty-four (24)

REPORTING

CONTRACT AMOUNT: \$98,208.00

Case #	Client Name	CLIENT ADDRESS				LEASE INFORMATION					COMMENTS
	FIRST and LAST NAME	STREET #	Street Name	ZIP CODE	Austin Full Purpose? (Yes or No)	LEASE EFFECTIVE DATE	LEASE END DATE	UNIT PASSED INSPCT'N? (Yes or No)	MONTHLY RENT AMOUNT REQUESTED THIS PERIOD	TOTAL FUNDS EXPENDED TO-DATE	
REPORT ONLY DUPLICATED CLIENTS BEING ASSISTED DURING THIS FISCAL YEAR AND WITHIN THIS REPORTING PERIOD ON THIS PAGE											
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COMMENTS: Use the section directly below to provide a narrative that offers perspective on the performance with sufficient detail to explain any issues regarding impediments with respect to the Subrecipient's ability to achieve the project objectives during this reporting period.

In the performance of the agreement with the City of Austin, I, on behalf of the organization, do hereby certify that, I have complied with all federal requirements, laws of the state of Texas, the City of Austin, and Neighborhood Housing and Community Development Office and Austin Housing Finance Corporation (if applicable). I certify that the information herein provided is true and accurate and further acknowledge that any inaccuracy and/or mis-representation provided herein may constitute fraud, which is punishable by law. As a Subrecipient, I certify that I maintain sufficient documentation in support of the determination as of the date set forth opposite signature. Subrecipient acknowledges that any person that makes intentional or negligent statements to any department of the United States Government is guilty of a felony that could result in, but not limited to a fine, imprisonment, or both.

Preparer's Signature and Date (signature of individual preparing report):

Authorized Subrecipient Signature and Date:



Attachment 5

City of Austin

**CITY OF AUSTIN - HOUSING TRUST FUND
ENDING COMMUNITY HOMELESSNESS COALITION, INC.
Low Barrier Permanent Supportive Housing Voucher Program
CLOSE-OUT REPORT**

CHECKLIST

Instructions: Please ensure that the returned Closeout report contains the following documents and that all requested information has been addressed accurately. The completed Close-Out report is due to the Austin Housing Finance Corporation Office no later than **Oct. 10, 2018.**

Final Request for Payment	[]
Contract Close-Out Tax Certification	[]
Final Performance Report	[]
Final <i>Cumulative</i> Demographic Report	[]

Agency Name: _____

Prepared by (signature) **Title**

Date



**City of Austin
CITY OF AUSTIN - HOUSING TRUST FUND
ENDING COMMUNITY HOMELESSNESS COALITION, INC.
Low Barrier Permanent Supportive Housing Voucher Program**

Closeout Report

FINAL REQUEST FOR PAYMENT

Agency: _____

Address: _____

Contract Period: _____

Contract Amount: _____

- | | | |
|----|--|---------|
| 1. | Total Advances/Reimbursements Received Under Contract | \$_____ |
| 2. | Add: Collections, Refunds, and/or Miscellaneous Receipts | \$_____ |
| 3. | Subtotal | \$_____ |
| 4. | Less: Total Cumulative Expenditures (for Expenditure Report) | \$_____ |
| 5. | Final Request for Payment - If Expenditures Exceed Receipts | \$_____ |
| 6. | Refund Due to City of Austin – If Receipts Exceed Expenditures | \$_____ |

Check Enclosed: Yes_____ No_____

CERTIFICATION

I certify that this final request for payment, or refund, has been made in accordance with the terms and conditions of the CITY OF AUSTIN - HOUSING TRUST FUND contract referenced above.

Authorized Signature

Title

Date



City of Austin
CITY OF AUSTIN - HOUSING TRUST FUND
ENDING COMMUNITY HOMELESSNESS COALITION, INC.
Low Barrier Permanent Supportive Housing Voucher Program

Closeout Report

CITY OF AUSTIN - HOUSING TRUST FUND
PROGRAM
INCOME CERTIFICATION

For the purposes of the Agency's CITY OF AUSTIN-HOUSING TRUST FUND contract with the City of Austin, program income means earnings of the Agency realized from activities resulting from its CITY OF AUSTIN-HOUSING TRUST FUND contract or from the Agency's management of CITY OF AUSTIN-HOUSING TRUST FUND funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental fees, income produced from Contract Supported services of individuals or employees or from the use of equipment of facilities of the Agency provided as a result of this CITY OF AUSTIN-HOUSING TRUST FUND contract, and payments from clients or third parties for services rendered by the Agency under its CITY OF AUSTIN HOUSING TRUST FUND contract. CITY OF AUSTIN-HOUSING TRUST FUND program income is not inclusive of payments made to the Agency by the City.

In the performance of our CITY OF AUSTIN-HOUSING TRUST FUND contract with the City of Austin, I, on behalf of the organization, do hereby certify that, in accordance with the requirements of Section 3.0 of the CITY OF AUSTIN-HOUSING TRUST FUND- contract, I have received \$_____ in program income, of which, \$_____ has been applied to actual expenditures incurred for contract activities and the remaining balance of \$_____ has been/is being forwarded to the City of Austin Housing Finance Corporation Office.

Authorized Signature

Title

Date

Name of Agency

Address



City of Austin
CITY OF AUSTIN- HOUSING TRUST FUND
ENDING COMMUNITY HOMELESSNESS COALITION, INC.
Low Barrier Permanent Supportive Housing Voucher Program

Closeout Report

**CITY OF AUSTIN-HOUSING TRUST FUND FUNDED CONTRACT
CLOSEOUT TAX CERTIFICATION**

In the Performance of the CITY OF AUSTIN HOUSING TRUST FUNDS contract with the City of Austin, I, on behalf of the organization, do hereby certify that I have complied with all requirements of the law, and the City of Austin Housing Finance Corporation Office, regarding obtaining an employer identification number; collection, payment, deposit, and reporting of Federal, State, and local taxes; and the issuance of W-2 Forms to employees. For present employees, W-2 Forms will be furnished as specified in Circular E. Employers Tax Guide.

Authorized Signature

Title

Date

Name of Agency

Address



City of Austin
CITY OF AUSTIN HOUSING TRUST FUND
ENDING COMMUNITY HOMELESSNESS COALITION, INC.
Low Barrier Permanent Supportive Housing Voucher Program

Closeout Report

CITY OF AUSTIN HOUSING TRUST FUNDSFUNDED CONTRACT
FINAL PERFORMANCE STATEMENT

Agency Name: _____

Program Name: _____

Contract Period: _____

Instructions: In the space provided below, give a final narrative analysis of the Agency's programmatic accomplishments during the entire contract year. The analysis would include such factors as client eligibility determinations, total number of clients served, successes and challenges of your *CITY OF AUSTIN-HOUSING TRUST FUND* program and a qualitative evaluation of the contract outcomes. In addition, if your Agency was required to submit demographic reports, please attach a final *cumulative* demographic report reflecting the total figures by category for the entire contract period. If additional space is needed, please the reverse side of this form.

Authorized Signature

Date

Attachment 6

SECTION 504 ADA Requirements

In order to demonstrate compliance with the Americans with Disabilities Act (ADA) and Section 504 requirements, the following statements must be added to all public notices, advertisements, program applications, program guidelines, program information brochures or packages, and any other material containing general information that is made available to participants, beneficiaries, applicants, or employees:

English Version:

_____ (insert the name of your organization) as a subrecipient of the City of Austin is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call _____ (insert your organization's phone number).

The City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs and activities. David Ondich has been designated as the City's Section 504/ADA Program Manager. His office is located at 505 Barton Springs Road, Suite 600. If you have any questions or complaints regarding your Section 504/ADA rights.

This publication is available in alternative formats. Please call _____ (insert your organization's phone number).

When advertising or providing a notice requirement regarding a meeting, the following language needs to be added to the end of the first paragraph:

For a sign language interpreter, please call _____ (your contacts name and phone number) at least 4-5 days in advance.

Versión en español:

Como receptor de la Ciudad de Austin y de Austin Housing Finance Corporation, _____ (*nobre de su agencia*) esta comprometida a cumplir con los requisitos de la Ley de Americanos con Incapacidades (ADA) y con la sección 504 de la Ley de rehabilitación de 1973, y sus enmendas. Bajo petición expresa, se harán las modificaciones de datos y se proveerá igualdad de acceso a la información. Para asistencia, por favor llame al _____ (*numero de teléfono de su agencia*)

_____ (*nobre de su agencia*) no permite discriminación sobre la base de incapacidad en la admisión o acceso para, o en el tratamiento o empleo en sus programas y actividades. David Ondich ha sido designado como el Manegador de la ADA, Sección 504. Su oficina está localizada en 505 Barton Springs Road, Suite 600. Preguntas o motivos de queja sobre sus derechos bajo la ADA/Sección 504 deben ser dirigidas a el Manejador de la ADA /Sección 504 al 1 974-3256.

Esta publicación está disponible en formatos alternativos. Para asistencia, por favor llame al _____ (*numero de telefono de su agencia*).

CONDENSED VERSIONS:

English:

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 499-3100.

Español:

La Ciudad de Austin está comprometida a cumplir con los requisitos de la Ley Americanos con Incapacidades (ADA). Con solo solicitarlo se proveerán modificaciones se proveerá igualdad de acceso a la información. Para asistencia, favor de llamar a 499-3100.



City of Austin

301 W. Second Street
Austin, TX

Recommendation for Action

File #: 18-1940, Agenda Item #: 4.

5/10/2018

Posting Language

Authorize the negotiation and execution of a multi-term contract with the Ending Community Homelessness Coalition, Inc. to fund and administer the Low Barrier Permanent Supportive Housing Voucher Program, which provides housing subsidies to homeless families, in an amount not to exceed \$98,208; with one 12-month extension option in an amount not to exceed \$294,624; for a total contract amount not to exceed \$392,832.

Lead Department

Neighborhood Housing and Community Development.

Fiscal Note

This item has no fiscal impact.

Prior Council Action:

November 09, 2017 - Council approved resolution relating to the expenditure of the Downtown Density Bonus Program's funds for low-barrier permanent supportive vouchers. Resolution 20171109-089.

For More Information:

Rosie Truelove, Treasurer, Austin Housing Finance Corporation, 512-974-3064; or Fernando Hernandez-Garza, Neighborhood Development Program Manager, Neighborhood Housing and Community Development, 512-974-3114.

Additional Backup Information:

The intent of the Low Barrier Permanent Supportive Housing (PSH) Voucher Program is to test the design and initial operations of an innovative program that will house and support individuals experiencing homelessness and severe mental health issues who are frequent users of the criminal justice and emergency healthcare system in Austin/Travis County. This model will use private capital funding to scale and clearly establish the efficacy of service interventions, such as a PSH, with the ultimate goal of government sustaining the services if the services prove effective.

If approved, funding will be provided for an initial four-month contract (through September 30, 2018) to the Ending Community Homelessness Coalition, Inc. (ECHO), with one 12-month extension option subject to the approval of the Subrecipient and the AHFC Officer or their designee. Continuation of the contract beyond the initial four-month term is specifically contingent upon the availability and allocation of funding by AHFC Board, as well as program evaluation and demonstrated success. In addition, annual performance measures will be negotiated as part of the extension option. This program will serve up to 24 individuals experiencing homeless. Fair Market Rent for a one-bedroom apartment is \$1,023/month x 16 months x 24 clients = \$392,832.

Contract Details	Contract Term	Contract Authorization
Initial Term	4 months	\$98,208.00
Option Extension 1	12 months	\$294,624.00
Total	16 months	\$392,832.00

ECHO is a non-profit that plans, develops, prioritizes, and implements systemic, community-wide strategies to end homelessness in Austin and Travis County, Texas. ECHO is elected locally and recognized by the U.S. Department of Housing and Urban Development (HUD) as the Continuum of Care lead agency, the local leader in coordinating the system of housing and services for persons experiencing homelessness. ECHO is also designated as the lead agency for the Homeless Management Information System, a system-wide database that tracks the needs of households experiencing homelessness, services received across the community, and their outcomes.

ECHO anticipates partnering with property owners to cluster units on 1-2 properties that have enough units so that program participants will blend in with other residents. All payments made by the ECHO are paid directly to the landlord. PSH intends to support the client as long as needed provided the client maintains a housing lease.

Additionally, the Subrecipient will partner with Caritas of Austin, which will provide the support services based on the Assertive Community Treatment model, which is designed to support clients with mental illness living in the community.



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/24/2018

DEPT: AHFC

TO: Purchasing Officer or Designee

FROM: Fernando Hernandez-Garza

BUYER: John Hilbun

PHONE: (512) 974-3114

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

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Ending Community Homelessness Coalition (ECHO) is the sole organization in the Austin/Travis County area that serves as an educator and organizer of the full network of homeless housing and service providers in the community. They are the organization that houses the Homeless Management Information System (HMIS) and therefore has access to the greatest breadth of data on the users of homeless services in Austin. They are the agency that runs the Citywide coordinated assessment system for housing homeless individuals and families. They are the lead agency for the HUD Continuum of Care funding. They lead the homeless Point-In-Time count, and overall they are the organization in the City of Austin that has the greatest knowledge about all of the pieces of the homeless services continuum.

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).

ECHO is the only organization that has expertise to fund and administer the Low Barrier Permanent Supportive Housing (PSH) Voucher Program. The Program will test the design and initial operations to house and support individuals experiencing homelessness/severe mental health issues who are frequent users of criminal justice/emergency healthcare system.

ECHO is a 501c3 non-profit organization with 26 full-time staff including an Executive Director who is a regular stakeholder in many City committees, including the Leadership Committee on PSH Finance. ECHO has successfully completed all required deliverables for a recent contract with NHCD as a consultant for similar products. The AHFC Recommendation for Board Action is attached.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Ending Community Homelessness Coalition, Inc. (ECHO) which will cost approximately \$ 392,832.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Originator

Date

Approved
Certification

Department Director or designee

Date

Assistant City Manager / General Manager
or designee (if applicable)

Date

Purchasing Review
(if applicable)

Buyer

Date

Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013



MEMORANDUM

TO: John Hilbun

JH

Initial

FROM: Danielle Lord

DL

Initial

DATE: January 25, 2018

SUBJECT: DELEGATION OF PROCUREMENT AUTHORITY

In accordance with Administrative Bulletin 84-07, Purchasing and Contracting Authority and Related City Charter Requirements, you are hereby Delegated the following Procurement Authorities, the limits of each of these authorities as well as your ability to further delegate any of these authorities.

Procurement Authority	Limit	Further Delegate
• Publish/Administer Competitive Solicitations	\$2,500,000	No
• Award/Execute/Administer Short Form Contracts	\$2,500,000	No
• Award/Execute/Administer Long Form Contracts	\$2,500,000	No
• Award/Administer Orders	\$2,500,000	No
• Approve Certificate of Exemption	\$2,500,000	No
• Request Permission Changes in the Financial System		No

Limits and Clarifications

- All Amounts above are aggregate amounts, inclusive of any initial amount and any subsequent amendments or options exercised.
- Your Procurement Authority is limited to the referenced authorities only.
- If you exercise procurement authority on another person's contract, you may only do so if the contract's aggregate value is within your procurement authority.
- You shall refer all procurement actions in excess of your authority to me. If I am not available, you may refer such actions to my supervisor or to another appropriately authorized person within the Purchasing Office.
- This delegation shall remain in effect unless further revised or rescinded in writing by me or by another person with sufficient delegated procurement authority.

A copy of my delegation is attached.

cc: File – Roger Stricklin, Contract Mgmt. Spec. IV
James Scarboro, Purchasing Officer

Other Considerations:

All contract terminations that lead to a probation, suspension, or debarment of the Contractor shall be reviewed, approved, and signed for by the Manager and Deputy Purchasing Officer.



Recommendation for Action

File #: 18-1940, Agenda Item #: 4.

5/10/2018

Posting Language

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Lead Department

Neighborhood Housing and Community Development.

Fiscal Note

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Prior Council Action:

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For More Information:

Rosie Truelove, Treasurer, Austin Housing Finance Corporation, 512-974-3064; or Fernando Hernandez-Garza, Neighborhood Development Program Manager, Neighborhood Housing and Community Development, 512-974-3114.

Additional Backup Information:

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If approved, funding will be provided for an initial four-month contract (through September 30, 2018) to the Ending Community Homelessness Coalition, Inc. (ECHO), with one 12-month extension option subject to the approval of the Subrecipient and the AHFC Officer or their designee. Continuation of the contract beyond the initial four-month term is specifically contingent upon the availability and allocation of funding by AHFC Board, as well as program evaluation and demonstrated success. In addition, annual performance measures will be negotiated as part of the extension option. This program will serve up to 24 individuals experiencing homeless. Fair Market Rent for a one-bedroom apartment is \$1,023/month x 16 months x 24 clients = \$392,832.

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ECHO anticipates partnering with property owners to cluster units on 1-2 properties that have enough units so that program participants will blend in with other residents. All payments made by the ECHO are paid directly to the landlord. PSH intends to support the client as long as needed provided the client maintains a housing lease.

Additionally, the Subrecipient will partner with Caritas of Austin, which will provide the support services based on the Assertive Community Treatment model, which is designed to support clients with mental illness living in the community.