



Amendment No. 3  
to  
Contract No. MA 4400 NA180000148  
for  
Equity Assessment Analysis  
between  
The University of Texas at Austin  
and the  
City of Austin

1.0 The total Agreement amount is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Initial Term: 07/23/2018 – 01/22/2019	\$9,000	\$9,000
Amendment No. 1: modify Paras. 2.2.1.1 - 2.2.1.12	\$0	\$9,000
Amendment No. 2: Option 1 01/23/2019 – 01/22/2020, modify Paras. 2.2.1.1 - 2.2.1.12	\$9,000	\$18,000
Amendment No. 3: modify Paras. 2.2.1.1 - 2.2.1.12	\$0	\$18,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

2.1 Paras. 2.2.1 - 2.2.1.12 are hereby deleted in their entirety and replaced with the following:

2.1.1 Contractor shall conduct SWOT (Strengths, Weaknesses, Opportunities, Threats) Analyses and produce SWOT Diagrams for various City Departments and Offices as set forth in Exhibit A. Contractor shall provide all staff, materials, and appurtenances to complete this work. The SWOT Analyses and SWOT Diagrams shall be based upon the Equity Assessments conducted by these City Departments and offices. During the current term, the Contractor shall conduct a SWOT Analysis and produce a SWOT Diagram for each of the following City Departments and Offices:

- 2.1.1.1 Law Department/City Attorney's Office
- 2.1.1.2 Purchasing Office
- 2.1.1.3 Capital Contracting Office
- 2.1.1.4 Labor Relations Office
- 2.1.1.5 Animal Services
- 2.1.1.6 Emergency Medical Services
- 2.1.1.7 Austin Code
- 2.1.1.8 Small and Minority Business Resources

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

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

DocuSigned by:

*Linda Shaunessy*

Signature & Date: 2019-09-23 | 14:35:30 PDT

Printed Name:  
Linda Shaunessy

University of Texas at Austin on behalf of Dell  
Medical School  
1501 Red River, Austin, TX 78712

Signature & Date:

*John Hilbun* 09/24/19  
John Hilbun, Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office



Amendment No. 2  
to  
Contract No. MA 4400 NA180000148  
for  
Equity Assessment Analysis  
between  
The University of Texas at Austin  
and the  
City of Austin

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Amendment No. 1: modify Paras. 2.2.1.1 - 2.2.1.12	\$0	\$9,000
Amendment No. 2: Option 1 01/23/2019 – 01/22/2020	\$9,000	\$18,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

2.1 Paras. 2.2.1 - 2.2.1.12 are hereby deleted in their entirety and replaced with the following:

2.1.1 Contractor shall conduct SWOT (Strengths, Weaknesses, Opportunities, Threats) Analyses and produce SWOT Diagrams for various City Departments and Offices as set forth in Exhibit A. Contractor shall provide all staff, materials, and appurtenances to complete this work. The SWOT Analyses and SWOT Diagrams shall be based upon the Equity Assessments conducted by these City Departments and offices. During the current term, the Contractor shall conduct a SWOT Analysis and produce a SWOT Diagram for each of the following City Departments and Offices:

- 2.1.1.1 Law Department/City Attorney's Office
- 2.1.1.2 Office of Performance Management
- 2.1.1.3 Purchasing Office
- 2.1.1.4 Capital Contracting Office
- 2.1.1.5 Labor Relations Office
- 2.1.1.6 Animal Services
- 2.1.1.7 Emergency Medical Services
- 2.1.1.8 Austin Code
- 2.1.1.9 Communication and Public Information Office
- 2.1.1.10 Development Services
- 2.1.1.11 Small and Minority Business Resources
- 2.1.1.12 Fleet Services

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

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5.0 All other terms and conditions remain the same.

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

DocuSigned by:

Signature & Date: Linda Shaunessy | 20:07:31

Printed Name: Linda Shaunessy  
University of Texas at Austin on behalf of Dell  
Medical School  
1501 Red River, Austin, TX 78712

Signature & Date: John Hilbun 01/22/19

John Hilbun, Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office



Amendment No. 1  
to  
Contract No. MA 4400 NA180000148  
for  
Equity Assessment Analysis  
between  
The University of Texas at Austin  
and the  
City of Austin

1.0 The total Agreement amount is recapped below:

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Amendment No. 1: modify Paras. 2.2.1.1 - 2.2.1.12	\$0	\$9,000

2.0 The City hereby amends the above referenced Contract to make the following changes:

2.1 Paras. 2.2.1.1 - 2.2.1.12 are hereby deleted in their entirety and replaced with the following:

- 2.1.1.1 Neighborhood Housing and Community Development
- 2.1.1.2 Telecommunication and Regulatory Affairs
- 2.1.1.3 Watershed Protection
- 2.1.1.4 Communications and Technology Management
- 2.1.1.5 Austin Fire
- 2.1.1.6 Austin Energy
- 2.1.1.7 City Auditor's Office
- 2.1.1.8 Budget Office
- 2.1.1.9 Development Services Division
- 2.1.1.10 Office of Sustainability
- 2.1.1.11 Planning and Zoning

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

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

DocuSigned by:

Signature & Date: Linda Shaughnessy 2019-01-22 | 20:07:31 PST

Printed Name: Linda Shaughnessy  
University of Texas at Austin on behalf of Dell  
Medical School  
1501 Red River, Austin, TX 78712

Signature & Date: John Hilbun 01/22/19

John Hilbun, Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office





## City of Austin

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

July 23, 2018

The University of Texas at Austin  
Center for Place-Based Initiatives  
Marianna A. Espinoza  
Learning & Evaluation Manager  
1501 Red River  
Austin, TX 78712

Dear Ms. Espinoza:

The City of Austin approved the execution of a contract with your company for Equity Assessment Analysis Services in accordance with the referenced solicitation.

Responsible Department:	Equity Office
Department Contact Person:	Brandon Kroos
Department Contact Email Addr:	<a href="mailto:brandon.kroos@austintexas.gov">brandon.kroos@austintexas.gov</a>
Department Contact Telephone:	512-974-9077
Project Name:	Equity Assessment Analysis
Contractor Name:	The University of Texas at Austin, Center for Place-Based Initiatives (CPBI)
Contract Number:	MA 4400 NA180000148
Contract Period:	6-month initial term
Dollar Amount	\$9,000 for the initial Contract term and \$9,000 for each extension option, for a total not-to-exceed \$45,000
Extension Options:	Four (4) 12-month options
Solicitation Type:	exempt

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

Sincerely,

John Hilbun  
Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office

cc: Brandon Kroos, Equity Office

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
The University of Texas at Austin  
For  
Equity Assessment Analysis  
MA 4400 NA180000148**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and the University of Texas at Austin on behalf of Dell Medical School ("Contractor"), having offices at 1501 Red River, Austin, TX 78712.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

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

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Marianna A. Espinoza, Phone: (512) 495-5322, Email Address: [marianna.espinoza@austin.utexas.edu](mailto:marianna.espinoza@austin.utexas.edu) . The City's Contract Manager for the engagement shall be Brandon Kroos, Phone: (512) 974-9077, Email Address: [brandon.kroos@austintexas.gov](mailto:brandon.kroos@austintexas.gov) . The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

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

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

2.2.1 Contractor shall conduct SWOT (Strengths, Weaknesses, Opportunities, Threats) Analyses and produce SWOT Diagrams for various City Departments and Offices as set forth in Exhibit A. Contractor shall provide all staff, materials, and appurtenances to complete this work. The SWOT Analyses and SWOT Diagrams shall be based upon the Equity Assessments conducted by these City Departments and Offices. During the initial term, the Contractor shall conduct a SWOT Analysis and produce a SWOT Diagram for each of the following City Departments and Offices:

- 2.2.1.1 Neighborhood Housing and Community Development
- 2.2.1.2 Telecommunication and Regulatory Affairs
- 2.2.1.3 Watershed Protection
- 2.2.1.4 Communications and Technology Management
- 2.2.1.5 Communications and Public Information Office
- 2.2.1.6 Austin Fire
- 2.2.1.7 Austin Energy
- 2.2.1.8 City Auditor's Office

- 2.2.1.9 Budget Office
- 2.2.1.10 Development Services Division
- 2.2.1.11 Office of Sustainability
- 2.2.1.12 Planning and Zoning

2.2.2 During each extension option, the Contractor shall conduct a SWOT Analysis and produce a SWOT Diagram as set forth in Exhibit A for each of the additional City Departments and Offices. These additional City Departments and Offices will to be designated by the City prior to execution of each extension option. No more than 12 departments or offices will be designated during each contract extension term.

### SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid \$9,000 for the initial Contract term and \$9,000 for each extension option, for a total not-to-exceed \$45,000 for all fees and expenses. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

#### 3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Equity Office
Attn:	Mary Ramirez
Address	1050 E. 11 <sup>th</sup> Street, Suite 250
City, State, Zip Code	Austin, TX 78702

3.2.2 Invoices shall identify the deliverables completed by the Contractor from Exhibit A.

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

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

#### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

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

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

- 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;



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

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

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

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

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

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

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

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

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

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

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

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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

3.6.1 The making and acceptance of final payment will constitute:

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

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

## **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of six (6) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.

4.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

4.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

### **5.1 Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

**5.1.2 Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

### **5.3 Delays.**

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

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

**5.4 Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

**5.5.1 Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor 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 the City 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 the City, to the City upon request by the City.

**5.4.2 Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

**5.4.3 Additional Assignments.** The Contractor 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 the City 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 the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor'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 the City 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 Contractor agrees to treat the same as Confidential Information under the terms herein.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

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

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

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

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

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and

facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

## **7.2 Workforce.**

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

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

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

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

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

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

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

7.4.1 disposal of major assets;

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

7.4.3 any significant termination or addition of provider contracts;

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

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

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

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;



7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

## 7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

### 7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

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

## 7.7 **Indemnity.**

### 7.7.1 Definitions:

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

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

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

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

7.7.2 **TO THE EXTENT ALLOWED BY TEXAS LAW AND THE U.S. CONSTITUTION, THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR**

(INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** To the extent allowed by Texas law and the U.S. Constitution, if any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: John Hilbun, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

University of Texas at Austin

ATTN: Marianna Espinoza, Contract Manager

1701 Trinity St., Stop Z0500

Austin, TX 78712

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the

performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.14 Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

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

**7.16 Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**7.17 Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

**7.19 Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator

within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

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

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

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

## **7.22 Subcontractors.**

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

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

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

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

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

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

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

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

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

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

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

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal



Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.29 **Order of Precedence**. The Contract includes, without limitation, the Offer submitted, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 any exceptions to the Offer accepted in writing by the City;

7.29.2 the Supplemental Purchase Terms and Conditions;

7.29.3 the Standard Purchase Terms and Conditions;

7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

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

UNIVERSITY OF TEXAS AT AUSTIN

DocuSigned by:

By: Linda Shaunnessy

Signature

Name: Linda Shaunnessy

Title: Business Contracts Administrator

Date: 2018-07-23 | 10:49:37 PDT

CITY OF AUSTIN

By: 

Signature

Name: JOHN H. BUN

Printed Name

Title: CONTRACT MGMT SPECIALIST IV

Date: 07/23/18

### List of Exhibits

Exhibit A	City of Austin Equity Assessment Tool Pilot I - Analysis of Department Responses
Exhibit B	City of Austin Equity Assessment Tool Pilot - Process Evaluation Report
Exhibit C	Non Discrimination Certification, Section 0800
Exhibit D	Non-Suspension or Debarment Certification

## **Exhibit A**

# **City of Austin Equity Assessment Tool Pilot I**

## **Analysis of Department Responses**



Created by the Center for Place-Based Initiative at The University of Texas Dell Medical School

Edited by the City of Austin Equity Office

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# Introduction

The Equity Assessment Tool is a new strategy used in City departments to identify and address inequitable policies, practices, procedures, and outcomes. It has four assessment sections: department/institutional inequity, resource allocation, community engagement, and alignment with Austin City Council priorities. The original draft of the assessment tool that departments received is included as Appendix A.

The tool was developed through a co-creative process with community members and city staff who are interested in promoting equity in the City of Austin through a collective called the Equity Action Team. This body of more than 100 individuals dedicated over 850 hours to this development process.

The City's Equity Office began piloting the tool in the summer of 2017 with eight City departments (Courageous Eight): Human Resources, Economic Development, Parks and Recreation, Libraries, Transportation, Austin Water Utility, Public Works, and Austin Public Health. These eight departments volunteered to pilot the tool, and most had some familiarity with the purpose of the tool and equity concepts.

Participating departments were provided with background on the initiative and a glossary of terms. Each department had the flexibility to employ its own information-gathering strategies. After all responses were collected, a completeness check was performed to address responses that were incomplete or did not answer the questions asked.

The primary goal of the tool's first pilot was to develop a baseline for measurement within departments about their understanding of equity; how policies, procedures, and practices can support equity or create inequities; and how community engagement can inform their

work towards equity. By establishing this baseline, departments can monitor progress over time and work with the Equity Office to create and support equitable policies, practices and procedures, and eventually equitable outcomes.

An overarching goal for the tool is for it to be utilized to improve and standardize decision making across all City of Austin departments to build and maintain a culture of equity.

## Purpose

The University of Texas Dell Medical School's Center for Place-Based Initiatives (CPBI) was asked to evaluate the tool as an active member of the Equity Action team. This Data Analysis is the second in a series of evaluations of the tool, in which CPBI is examining the final responses from the Equity Assessment Tool, submitted after the quality check.

Through this pilot, the Equity Office is interested in identifying each participating department's strengths, weaknesses, opportunities, and threats (SWOT) in regards to having equitable policies, practices, and procedures. Each department's responses are compiled into a SWOT diagram and each of these is analyzed and summarized.

The Equity Office will use this information to address challenges, help fill gaps, offer support, and take advantage of opportunities within and across departments. The final evaluation report submitted will include this analysis of responses, the process evaluation, and an outcome evaluation.



# Method

A SWOT diagram (Appendix B) is a tool consisting of four sections – Strengths, Weaknesses, Opportunities and Threats - divided by two sides: internal and external. The first side examines areas of the organization internal to the organization – these are the strengths and weaknesses. In this case, we are looking at policies, procedures, and practices that improve equity (outcomes) and are exemplary (strengths), and policies, procedures, and practices that detract from or create inequities (weaknesses).

On the other side of the SWOT diagram are areas external to the organization that can negatively impact the department’s ability to improve, create, or enhance policies and practices to make them more equitable (threats), and situations and opportunities to improve, create, or enhance equitable policies and practices (opportunities). A blank SWOT diagram summarizing each section is included as Appendix B.

Through the SWOT analysis, we will be able to identify the weaknesses that can be addressed by normalizing opportunities such as training and resources. This analysis will measure alignment between the external and internal environments. Additionally, we will identify the specific subjects and topics that could be addressed through these opportunities. We will catalog strengths – instances where City policies and procedures were exemplary and produced equity or remedied inequities. We will also identify those policies, practices, and procedures that produce inequitable results, as well as those that cannot be addressed internally at the departmental level. This will highlight areas where the Equity Office can offer guidance on improving policies and practices and advocate for city-wide changes, such as implementing new processes and initiatives during the City’s budget process.

# Results

## Strengths

In the SWOT method, strengths are most often defined as an advantage or asset an organization has. For the purposes of evaluating the results of the equity assessment, we define strengths as:

*Any policy, strategy, procedure, or practice that is currently in place within the City Department that could improve or create equity at the present time, within its scope*

Strengths are internal rather than external, and within the department’s locus of control. We focus on what is happening within departments at the present time to create or facilitate equity, rather than what might happen in the future. Based on the items measured in the tool, departments most commonly had strengths in these areas:

- Hiring and training
- Policies and procedures
- Funding
- Data collection
- Information sharing
- Community engagement.

These areas are elaborated on below. Instances when a department’s policy or process was exemplary are **bolded** in Appendix C.

## Hiring and Training

Departments had strengths in recruiting when they utilized community organizations, boards and commissions, and chambers of commerce to help identify candidates who may not otherwise apply. Some departments also relied on social media to reach a wider audience. One department edited their job descriptions so that they were more inclusive and requirements

would not inherently disqualify potential candidates.

A more common practice was using a diverse hiring panel to minimize bias in selecting candidates. Once hired, some departments offered trainings that directly addressed equity and racism *and* measured the effectiveness of their trainings.

## Policies and Procedures

There were a few policies and procedures departments had established to promote equitable practices. One approach is formalized or established partnerships with other city departments to address disparities. Some departments had established programs in place that specifically addressed equity. A few also used the data they collect or locally available data on disparities to inform programs and make changes.

These are considered strengths when they are built into the ongoing work of the department rather than being an afterthought or a one-time occurrence.

## Data Collection and Measurement

Several departments had a demographic breakdown of their clients by race, ethnicity, gender, and age. Some also had a demographic breakdown of contractors and consultants by race and ethnicity. A few departments collected data on disparities within their client base, the City, or the County in order to inform their programming. Some departments used client surveys to gauge the success of their work.

## Information Sharing

One section of the tool included questions regarding the way departments determine when to translate documents and if they are culturally appropriate. This was considered a strength when departments use tools and have adopted standards to make these decisions.

Another way departments ensure they are communicating effectively and not limiting their audience is having a Language Access Plan in place and offering translation in languages other than Spanish.

## Community Engagement

The assessment tool distinguishes community outreach for the sole purpose of information sharing from community engagement, which has mechanisms in place to receive intentional feedback from community members and feedback loops to let community know how their feedback was utilized.

Some departments had formal processes in place to gather community input on their policies, programs, or plans. Additionally, some departments had mechanisms in place to gather input from community groups in budget planning.

Another strength is when departments offer accommodations to make it easier for community members to attend meetings or offer financial incentives for participation.

## Weaknesses

In SWOT analysis, a Weakness is commonly used to describe blind spots and areas where failures can occur if not addressed. In this evaluation we define a weakness as:

*Any policy, strategy or practice that is currently taking place within the City Department that could hinder or challenge equity at the present time, within its scope of control to change.*

Similar to Strengths, Weaknesses are internal rather than external, and within the department's locus of control. We focus on what is happening within departments at the present time that inhibits equity, rather than what could happen in the future.

Based on the items measured in the tool, departments most commonly had weaknesses in these areas:

- Hiring and training
- Data collection
- Information sharing
- Community engagement.

These areas are elaborated on below.

## Hiring and Training

Many departments lacked formal training programs or do not offer trainings that specifically address institutional racism, equity, discrimination, or similar topics. These types of trainings were rarely used to on-board or orient new employees, and many departments did not measure the effectiveness of the trainings. A few departments did not have recruitment plans to encourage minority applicants and existing efforts were very limited in scope.

## Data Collection and Measurement

Weaknesses in data collection pointed to the lack of a process to collect, aggregate, or analyze client data, including demographic information and client surveys, for input in, or to measure the effectiveness of, its programs and services.

Only a few departments had data regarding the race and ethnicity of their contractors and consultants. Departments rarely collected data on individuals in the community for outreach and engagement efforts, such as the number reached and the demographic makeup of those groups.

Most departments did not capture resident satisfaction data on their programs and services. Standards or measures to gauge the effectiveness of trainings and community engagement activities were often missing.

## Information Sharing

There was no clear process for determining when public documents, policies, applications, notices, and hearings were translated for individuals with limited English proficiency or visual or hearing impairments.

Few departments used standards to check reading level, ensure accurate translation of documents, or had a Language Access Plan. Often public documents were available in only two languages, English and Spanish, or translation into other languages was not documented. Additionally, accommodations were not always available for individuals needing visual or audio assistance, or they had to be requested in advance by the individual.

## Community Engagement

Departments lacked defined processes for when community engagement should occur, or did not host regular public meetings to gather community input. Several used passive approaches to gather input, and made little effort to actively engage community members, instead employing comment boxes or email.

Additionally, many departments lacked a clear understanding of the difference between outreach and engagement. Many of the community activities departments led or participated in were educational and informational, rather than a means to receive input or create open dialogue with community members. Community engagement efforts sometimes were missing key stakeholders due to limited departmental reach.

## Opportunities

In a SWOT analysis, Opportunities are situations that present themselves to an organization that, if capitalized upon, would become a strength. In the context of evaluating equity, we define opportunities as:

*Potential positive forces in the environment in which the City Department operates, outside of its ability to control or change on its own.*

In contrast to Strengths and Weaknesses, Opportunities are not necessarily internal to the department, and depend on outside forces in order to make the change. We take a focus on what could happen in the future that might facilitate equitable policies and practices. Based on the items measured in the tool, departments mentioned potential opportunities in several areas:

- Hiring and training
- Policies and procedures
- Programming
- Data collection
- Funding
- Community engagement
- Cross-department collaboration

These areas are elaborated on below.

## Hiring and Training

Some departments have been revisiting their policies to identify ways to support hiring a diverse workforce, including both broad and targeted distribution of job postings. Another opportunity is the allocation of funds for marketing and recruiting, which could be specified during the budgeting process.

Some departments are interested in increasing diversity through internships. Departments have piloted trainings addressing equity, racism, or disparities and would like to expand those trainings or create more opportunities for training in these areas.

One department is interested in partnering with organizations that have expertise in these areas to offer additional opportunities throughout the year.

The Equity Office could partner with these departments to ensure trainings are based on reliable standards, are measurable and

effective, and then work to incorporate them into policies and procedures.

## Policies and Procedures

There are policies at the City level that advance equity and can be capitalized on, but only if departments are aware of them and how to employ them in benefit to the community. Some departments were in the process of developing policies that would improve equity and could rely on support from the Equity Office as those policies are developed. A few departments expressed interest in analyzing potential adverse impacts of policies.

## Programming

Several departments offer multiple programs across the City, which are natural touchpoints for potential engagement and input gathering. Some departments are examining the way resources are distributed and services offered to the community. The implementation of policy changes that affect existing programs could be opportunities to revisit the way programs are delivered and resources allocated.

Additionally, some policies have created new initiatives and new funding streams that the Equity Office could help inform. Departments have collected data, such as maps, that could be used to make changes to programs, but may need guidance on how to apply that information using an equity lens.

## Data Collection and Measurement

Some departments are trying to identify the best way to collect demographic information from the populations they serve, while others are collecting data that is not disaggregated, analyzed or applied. The Equity Office could assist departments in using data to inform their decision making processes, resource allocation and program improvement.

Additionally, several departments expressed interest in developing and using tools to evaluate the effectiveness of specific programs,

and may benefit from guidance to ensure diverse feedback and the successful application of data collected.

## Funding

Departments need to make decisions about how the funding they have is allocated to best serve the community. Some departments face funding realignments and may need guidance on how to best distribute funds.

Many programs with potential have been ended, or are under threat to end due to a lack of funding. The Equity Office could help departments identify outside funding, or help them advocate for funding of these programs in their upcoming budget cycle.

Some departments expressed the need for funding of specific items that would improve their ability to create equitable policies and procedures. For example, funding to develop a language access plan, to boost recruitment efforts, or to hire additional staff for community outreach and engagement.

## Cross-Department Collaboration

Several departments expressed interest in working with other departments to promote or enhance equity, while a few were already collaborating. Some policies that departments are developing could become City of Austin policies spanning multiple departments, similar to policies regarding contracts with businesses owned by women or minorities.

Some departments offer programs and conduct outreach city-or-county-wide and could collaborate with other departments that do not have the same capacity for outreach. There are also outlets for city-wide learning opportunities that could also house standardized equity trainings for all city departments.

Additionally, there are initiatives that cross department lines, such as Vision Zero, which have the potential for cross-departmental collaboration, community engagement and

concerted efforts to address equity from multiple angles.

## Threats

In a typical SWOT analysis, threats are external forces that exist in the environment or present themselves to an organization that, if not addressed, would become a weakness or cause failures. In the context of evaluating equity, we define opportunities as:

*Potential negative forces in the environment in which the City Department operates, and outside of its ability to control or change on its own.*

Like opportunities, threats are not necessarily internal to the department and often come from outside forces that the department may have little to no control over. We focus on what could happen in the future that could hinder or harm equitable policies and practices. Based on the items measured in the tool, threats were discovered in several areas:

- Policies, practices, and procedures
- Funding
- Disproportionate effects, outcomes
- Data collection, disaggregation by race and ethnicity

When weaknesses are common across departments and outside of the department's control to change, they may be considered a systemic barrier. Particularly when the threat comes from within the City of Austin itself.

## Policies and Procedures

Some department policies require information to be provided in English, but do not make accommodations for individuals whose first language is not English, which creates unequal opportunity to utilize services. Departmental policies that inadvertently create disparate impact were common.



## Funding

With City-wide line-item budgeting it is difficult to evaluate the quantity or quality of services resulting from expenditures. Very few departments employed mechanisms for tracking the cost of gathering community input and holding public meetings; recruiting diverse staff and conducting equity trainings; translating documents and making other accommodations. Some departments risked the discontinuation of successful or promising initiatives due to lack of funds. In some cases, resources were not allocated in an equitable manner.

## Disproportional effects

Some departments have well-intentioned policies that disproportionately benefit majority groups or inadvertently disadvantage marginalized groups. When attempting to shift policies from equality to equity, departments must work to ensure access to resources or services is based on need, rather than equal division, which was challenging for some. Specific examples of disproportionate effects are included in the department level SWOT analysis in Appendix C.

## Data Collection and Measurement

Several departments have a very broad definition of their client base, such as all of Austin or Travis County, and this prevents accurately identifying the population served for targeted programming, outreach, engagement and data collection. For example, some departments rely on Census data to institute equal allocation of resources and services, which can exacerbate disparities, rather than relying on subsets of data that could more accurately describe and better serve the population.

Additionally, some department programs only serve a subset of the population, but programmatic decisions are made based on City-wide data. Some departmental policies

prevent complete data collection due to privacy concerns, or lack of requirements to provide demographic information when data is being collected.

## Limitations

When considering the data analyzed using the SWOT, there may be some information that is missing, because it was not provided in the equity assessment. Some departments did not provide a response to certain questions, or did not provide a thorough response. They often had a different understanding of what the questions meant and provided answers that cannot be compared to one another.

For more comparable results, the tool can be modified in a way so that the questions and instructions are clearer and there is less room for misunderstanding.

Additionally, a standardized and detailed training and ongoing technical support for all departments and staff who participate in completion of the assessment would ensure less variability between responses.

## Recommendations

The Equity Office can use the information provided in the department level SWOT analyses to help departments improve their current policies, capitalize on opportunities and minimize weaknesses.

The Equity Office could consider developing recommendations, policy templates or tools that can be used across departments to address common weaknesses.

Strengths could be highlighted and shared across departments by the departments that are exercising these best practices (**bolded** in Appendix C). This was a desire expressed in department interviews during the process evaluation and could help provide realistic

examples for the development of new initiatives, or the modification of existing initiatives.

This would be a great opportunity for departments to talk about best practices and share changes they have made to improve equity since the assessment was completed. The Equity Office can help turn these strengths into a compendium of best practices and create implementation tools that can be used in any department.

Several opportunities were time-sensitive projects that were in process when the tool was completed by departments. This would be a great starting point for the Equity Office to begin working with departments and not miss out on the opportunity to influence department policies and procedures as they are changing.

Threats are mostly systemic issues within the City of Austin as a whole that fall outside of the ability of one department alone to change. The Equity Office can view these threats as opportunities to advocate for policy changes and develop work-arounds.

# Appendices

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## Appendix A:

# City of Austin Equity Assessment Tool

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# City of Austin Equity Assessment Tool (DRAFT)

## Introduction

The vision of the City of Austin is to make Austin the most livable city for ALL. The mission of the City of Austin Equity Office is to provide leadership, guidance, and insight on equity to improve the quality of life for Austinites. In order to achieve this vision, institutions need formal tools to closely examine policies, practices, budget allocations, and programs that perpetuate institutional racism and systemic inequities. The Equity Assessment Tool is a thought exercise to guide city departments in the development, implementation and evaluation of policies, practices, budget allocations, and programs to begin to address their impacts on equity.

***Racial equity is the condition when race no longer predicts a person's quality of life outcomes in our community.*** The City recognizes that race is the primary determinant of social equity and therefore we begin the journey toward social equity with this definition. The City of Austin recognizes historical and structural disparities and a need for alleviation of these wrongs by critically transforming its institutions and creating a culture of equity.

The Equity Assessment Tool leads with race, as it is the primary predictor of access, outcomes, and opportunities for all quality of life indicators. By focusing on racial equity, this tool introduces a framework that can be applied to additional marginalized social identities which intersect with racial identity including age, religion, gender identity, sexual orientation, and ability. The Equity Assessment Tool systematically integrates purposeful consideration to ensure budget and planning decisions reduce disparities, promote service level equity, and improve community engagement.

## Background

Austin has a long history of systemic racism and racial inequity that continues today. From the city's origins, African Americans and other communities of color were excluded, marginalized and discriminated against as a result of city policies and practices. This history was reinforced by segregationist policies throughout the 20th century affecting a range of Austin venues, including schools, public parks, and commercial businesses, among others. One of the most disheartening chapters of this legacy was the City of Austin's Master Plan of 1928, which divided the City along racial lines by moving community services for African American and Hispanic/Latinx residents to East Austin. African-American and Hispanic Austinites who tried to settle in areas outside of the designated district were often denied services such as utilities and access to public schools. People of color were told that if they wanted access to essential services, they had to live in the designated areas. Despite these challenges, communities of color in Austin thrived and developed strong, close knit, and vibrant communities.

While Austin was most recently recognized by US News and World Report as "The Best Place to Live in the U.S.," (citation needed), the City consistently makes national lists as a city with severe inequality. In 1950, Austin was fourth in the country for the most income inequality. In 2015, the Martin Prosperity Institute listed Austin as the most economically segregated city in the country (citation needed).

Legacies of displacement by wealthier white Austinites and lack of access to opportunity for people of color have marked the city with continued racial disparities. For more historical context, see Appendix A.

In an effort to address racial inequity in Austin, City Council passed Resolution No. 20150507-027 in May of 2015, which directed the City Manager to evaluate the impact of existing city policies and practices on racial equity and develop an Equity Assessment Tool that can be used across City departments during the budget process. The Council's goal is to utilize the Equity Assessment Tool and implement new policies, practices, and programs to help identify and address the inequities that impact the quality of life for low-income communities in Austin, which are disproportionately communities of color.

When fully implemented, the Equity Assessment Tool will aid City of Austin departments in:

- Focusing on human centered design and building institutional empathy;
- Engaging-residents in decision-making processes, prioritizing those adversely affected by current conditions;
- Bringing conscious attention to racial inequities and unintended consequences before decisions are made;
- Advancing opportunities for the improvement of outcomes for historically marginalized communities;
- Removing barriers to the improvement of outcomes for historically marginalized communities; and
- Affirming our commitment to equity, inclusion, and diversity.

## Instructions

This tool should be completed annually by department leadership and financial staff as you craft your budget proposals and business plans for the following fiscal year.

Please refer to the following seven steps for building racial equity, provided by GARE, as you complete this tool:

1. **Know the History:** Consider historical events that have negatively impacted communities of color. Acknowledge them and create space for communities to share as to not repeat the same mistakes.
2. **Develop the Proposal:** What is the policy, program, practice or budget decision under consideration? What are the desired results and outcomes?
3. **Monitor Data:** What are the data? What do the data tell us? Are they disaggregated by race?
4. **Engage the Community:** How have communities been engaged? Are there opportunities to expand engagement?
5. **Analysis and strategies:** Who will benefit from or be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences?
6. **Implementation:** What is your plan for implementation?
7. **Accountability and Communication:** How will you ensure accountability, communicate, and evaluate results?





## Section One: Departmental Analysis

1. What are your department's greatest equity priorities?
2. How does your department measure the effectiveness of its racial equity programs?
3. What strategies does your department employ to ensure departmental policies, practices, and programs do not adversely impact communities of color?
4. What is the racial breakdown of your department's client base?
5. What is the racial makeup of your department's staff? (Your HR representative can provide this information.)
6. What is the racial makeup of your department's contractors and consultants?
7. What are your department's strategies for ensuring diversity of your staff?
8. What dollar amount and percentage of your department's budget is allocated towards expanding diversity amongst your staff?
9. What dollar amount and percentage of your department's training budget is allocated towards training opportunities for staff that focus on critical issues related to equity and the elimination of institutional racism?
  - a. Please list those training opportunities.
  - b. In what ways are your staff on-boarded or oriented to historical and current racial inequity?
  - c. How does your department measure the effectiveness of its equity and institutional racism trainings?
10. What dollar amount and percentage of your department's budget is allocated towards capturing residents' satisfaction with programming and services?
  - a. Are these data broken down by race, ethnicity, gender, national origin, and income level? Please provide an attachment of your most recent resident satisfaction report.
11. How is your department collaborating with other City departments to achieve racial equity in Austin?

## Section Two: Budget

1. Identify ways in which your department pursues racial equity throughout budget planning.
2. Identify specific realignments in your department's base budget that could advance racial equity for communities of color.
3. Describe an unmet need within your budget that inhibits your department's achievement of its greatest equity priorities.
4. What dollar amount and percentage of your budget is grant funding that supports programs or services designed to advance equity for communities of color?
5. How have you involved internal and external stakeholders, including marginalized communities of color, in your department's budget process? What amount and percentage of your department's budget is allocated towards this process?
6. Identify ways in which your department's budget may disproportionately benefit some communities over others.
7. Identify ways in which your department's budget may disproportionately burden or marginalize some communities over others.
8. What is the proportion of your department's budget in relation to the City's general fund budget?

## Section Three: Engagement

1. Please list all opportunities your department offers residents to provide recommendations on programs, policies, and/or plans.

Funds allocated for this process and percent of base budget: \_\_\_\_\_

2. Does your department translate public documents, policies, applications, notices, and hearings for persons with limited English proficiency or visual/hearing impairments? What dollar amount and percentage of your base budget is allocated towards this process? (Feel free to copy from your department's Language Access Plan.)

- Please describe how your department determines which public documents, policies, applications, notices, and hearings are translated for persons with limited English proficiency or visual/hearing impairments.
  - List all languages into which public documents, policies, applications, notices, and hearings are translated for limited English speaking populations.
3. Please describe how your department verifies the reading level of public documents, policies, applications, notices, and hearings.
4. What dollar amount and percentage of your department's budget is allocated towards ensuring that public documents, policies, applications, notices, and hearings are concise, understandable, and readily accessible to the public?
- Please describe your department's process for determining if public documents, policies, applications, notices, and hearings are concise, understandable, and readily accessible to the public.
  - Please describe by what means your department makes public documents, policies, applications, notices, and hearings more concise, understandable, and readily accessible to the public.
5. What dollar amount and percentage of your department's base budget is allocated towards holding public meetings for the purpose of fact-finding, receiving public comments, and conducting inquiries?
- Please describe your department's process for determining when public meetings for the purpose of fact-finding, receiving public comments, and conducting inquiries are appropriate.
  - Please describe what accommodations are made so that community members may meaningfully participate:
    - ☐ Food is provided
    - ☐ Supervised children's activities are provided
    - ☐ ASL is provided
    - ☐ Translation or interpretation provided in (please specify languages):
      - ☐ \_\_\_\_\_
      - ☐ \_\_\_\_\_
      - ☐ \_\_\_\_\_
      - ☐ \_\_\_\_\_
    - ☐ Transportation is made available for community members with mobility issues
    - ☐ Location selected to be accessible to target community(s)
    - ☐ Other: \_\_\_\_\_

6. Please list your department's community engagement events/activities for the past fiscal year.
7. What other strategies does your department employ to ensure accountability to communities of color in its planning process? (e.g., improved leadership opportunities, advisory committees, commissions, targeted community meetings, stakeholder groups, focus groups, increased outreach, stipended participation, etc.)
8. At what stage in your decision making process do you engage the community?
9. How many community members does your department engage annually?
10. What are the demographics of the community members you engage?
11. Does your department collect feedback to evaluate the effectiveness of community engagement efforts? If so, how?
12. What are you doing to understand the lived experiences of members marginalized communities?
  - ☐ Applying for your department's services
  - ☐ Participating in simulated training experience
  - ☐ Focus groups with clients
  - ☐ Other: \_\_\_\_\_

## Section Four: Alignment (with Council's Six Proposed Priority Outcomes)

Austin City Council has proposed the following six priority outcomes to guide the City:

- Economic Opportunity and Affordability: Having economic opportunities and resources that enable residents to lead sustainable lives in their communities.
  - Mobility: Getting where and when they want to go safely and cost-effectively
  - Safety: Being safe in our home, at work, and in their communities
  - Health: Being able to maintain a healthy life both physically and mentally
  - Cultural and Learning Opportunities: Being enriched by Austin's unique civic, cultural, ethnic, and learning opportunities
  - Government that Works: Believing that City government works for everyone: that is fair and equitable; serves as a good, continuously improving and innovating steward of its resources; recruits and retains a high performing, ethical workforce; effectively collaborates with the public; and delivers the results people expect and an experience they welcome.
1. Please identify all the ways that your department's proposed budget and planning have the potential to positively impact racial equity in one or more of Council's six priority areas.

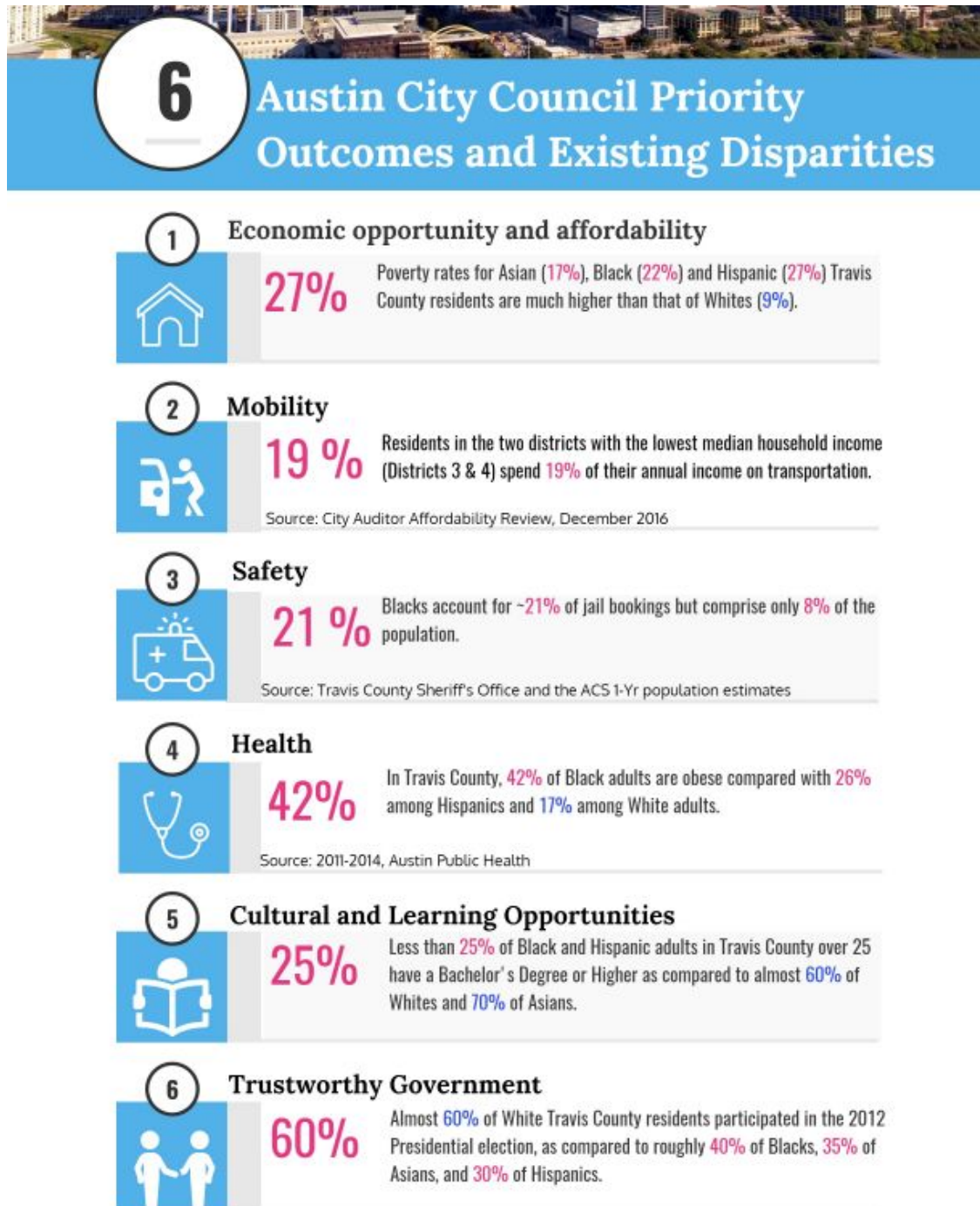
## Equity Assessment Tool Appendix A: History

To know where we are going, we must first know where we have been. Learning about past inequities and social justice issues in our community can prevent repeating the same mistakes.

### Learn More about Austin's Racial History:

- [Austin- A "Family-Friendly" City: Perspectives and Solutions from Mothers in the City. \(2015\)](#)
- [Link to full Master Plan of 1928](#) (the "Koch Proposal") which formally and legally segregated the City by only providing essential city services (utilities, education, paved roads) to people of color in areas east of what is now I-35.
- ["How East Austin Became a Negro district"](#) (East End Cultural Heritage District)
- [East Austin Gentrification Overview](#) (East End Cultural Heritage District)
- ["Austin: A Liberal Oasis?"](#), a slide presentation by Undoing White Supremacy Austin, presenting a brief overview of the history of institutional racism in Austin ([document format](#))
- [Shadows of a Sunbelt City \(Dr. Eliot Tretter, 2016, University of Georgia Press\)](#) Planning for displacement. The partnership between UTA, the state and federal governments, and the real estate industry and its dominance over City planning and economic development. In particular, Chapter 6 ("The Past is Prologue") describes how the City's legal and administrative policies, in conjunction with private zoning deed restrictions, codified institutional racism. [Interview with Dr. Tretter](#)
- [Austin Restricted: Progressivism, Zoning, Private Racial Covenants, and the Making of a Segregated City](#) (Tretter, Sounny-Slitine, Final Report to the Institute for Urban Policy Research and Analysis, 2012)
- [Austin Gentrification Maps](#) (making visible one of the effects of COA policy and practice)
- [Inheriting Inequality](#) (maps of the history of the racial divide in Austin)
- [Crossing Over: Sustainability, New Urbanism, and Gentrification in Austin, Texas](#) (the downside of the "new urbanist" movement)

## Equity Assessment Tool Appendix B: Proposed City Council Priorities Infographic



Data Source: American Community Survey, 1 Year Estimates unless noted otherwise

## Equity Assessment Tool Appendix C: Glossary of Terms

SOURCE: <http://racialequitytools.org/glossary>

Discrimination - The unequal treatment of members of various groups based on race, gender, social class, sexual orientation, physical ability, religion and other categories.

Diversity - Diversity includes all the ways in which people differ, and it encompasses all the different characteristics that make one individual or group different from another. It is all-inclusive and recognizes everyone and every group as part of the diversity that should be valued. A broad definition includes not only race, ethnicity, and gender — the groups that most often come to mind when the term "diversity" is used — but also age, national origin, religion, disability, sexual orientation, socioeconomic status, education, marital status, language, and physical appearance. It also involves different ideas, perspectives, and values.

Ethnicity - A social construct that divides people into smaller social groups based on characteristics such as shared sense of group membership, values, behavioral patterns, language, political and economic interests, history and ancestral geographical base.

Equity - Racial equity is the condition when race no longer predicts a person's quality of life outcomes in our community.

Implicit bias - Also known as unconscious or hidden bias, implicit biases are negative associations that people unknowingly hold. They are expressed automatically, without conscious awareness. Many studies have indicated that implicit biases affect individuals' attitudes and actions, thus creating real-world implications, even though individuals may not even be aware that those biases exist within themselves. Notably, implicit biases have been shown to trump individuals' stated commitments to equality and fairness, thereby producing behavior that diverges from the explicit attitudes that many people profess. The Implicit Association Test (IAT) is often used to measure implicit biases with regard to race, gender, sexual orientation, age, religion, and other topics.

Inclusion - Authentically bringing traditionally excluded individuals and/or groups into processes, activities, and decision/policy making in a way that shares power.

Institutional racism - Institutional racism refers specifically to the ways in which institutional policies and practices create different outcomes for different racial groups. The institutional policies may never mention any racial group, but their effect is to create advantages for whites and oppression and disadvantage for people from groups classified as people of color.

Intersectionality - An approach largely advanced by women of color, arguing that classifications such as gender, race, class, and others cannot be examined in isolation from one another; they interact and intersect in individuals' lives, in society, in social systems, and are mutually constitutive.

Oppression - Systemic devaluing, undermining, marginalizing, and disadvantaging of certain social identities in contrast to the privileged norm; when some people are denied something of value, while others have ready access.



Power - Power is unequally distributed globally and in U.S. society; some individuals or groups wield greater power than others, thereby allowing them greater access and control over resources. Wealth, whiteness, citizenship, patriarchy, heterosexism, and education are a few key social mechanisms through which power operates. Although power is often conceptualized as power over other individuals or groups, other variations are power with (used in the context of building collective strength) and power within (which references an individual's internal strength). Learning to "see" and understand relations of power is vital to organizing for progressive social change.

Prejudice - A pre-judgment or unjustifiable, and usually negative, attitude of one type of individual or groups toward another group and its members. Such negative attitudes are typically based on unsupported generalizations (or stereotypes) that deny the right of individual members of certain groups to be recognized and treated as individuals with individual characteristics.

Privilege - Unearned social power accorded by the formal and informal institutions of society to ALL members of a dominant group (e.g. white privilege, male privilege, etc.). Privilege is usually invisible to those who have it because we're taught not to see it, but nevertheless it puts them at an advantage over those who do not have it.

Race - A political construction created to concentrate power with white people and legitimize dominance over non-white people.

Racial and ethnic identity - An individual's awareness and experience of being a member of a racial and ethnic group; the racial and ethnic categories that an individual chooses to describe him or herself based on such factors as biological heritage, physical appearance, cultural affiliation, early socialization, and personal experience.

Racism - For purposes of this site, we want users to know we are using the term "racism" specifically to refer to individual, cultural, institutional and systemic ways by which differential consequences are created for groups historically or currently defined as white being advantaged, and groups historically or currently defined as non-white (African, Asian, Hispanic, Native American, etc.) as disadvantaged.

Structural racism - The normalization and legitimization of an array of dynamics – historical, cultural, institutional and interpersonal – that routinely advantage Whites while producing cumulative and chronic adverse outcomes for people of color. Structural racism encompasses the entire system of White domination, diffused and infused in all aspects of society including its history, culture, politics, economics and entire social fabric. Structural racism is more difficult to locate in a particular institution because it involves the reinforcing effects of multiple institutions and cultural norms, past and present, continually reproducing old and producing new forms of racism. Structural racism is the most profound and pervasive form of racism – all other forms of racism emerge from structural racism.

White privilege - Refers to the unquestioned and unearned set of advantages, entitlements, benefits and choices bestowed on people solely because they are white. Generally white people who experience such privilege do so without being conscious of it.

## Appendix B: SWOT Analysis Diagram

	Supportive/Beneficial +	Unsupportive/Detrimental -
Internal Control, Current reality  ()	<b>STRENGTHS</b> <i>Any policy, strategy or practice that is currently taking place within the City Department that could improve or create equity at the present time, within its scope of control to change.</i> <ul style="list-style-type: none"> <li>What are our unique resources or strategies?</li> <li>Where do we excel in creating equity?</li> <li>What are our best practices?</li> </ul>	<b>WEAKNESSES</b> <i>Any policy, strategy or practice that is currently taking place within the City Department that could hinder or challenge equity at the present time, within its scope of control to change.</i> <ul style="list-style-type: none"> <li>Where do we need the most improvement?</li> <li>Where do we lack resources?</li> <li>What are our liabilities?</li> </ul>
External Environment, Future potential  X	<b>OPPORTUNITIES</b> <i>Potential positive forces in the environment in which the City Department operates, outside of its ability to control or change on its own.</i> <ul style="list-style-type: none"> <li>What changes are on the horizon that the department could take advantage of?</li> <li>What policies, strategies or practices could be improved with assistance from outside the department?</li> </ul>	<b>THREATS</b> <i>Potential negative forces in the environment in which the City Department operates, outside of its ability to control or change on its own.</i> <ul style="list-style-type: none"> <li>What policies, practices or structures within the City of Austin hinder changes the department would like to make to improve equity?</li> <li>What obstacles could get in the way of progress?</li> </ul>

## **Appendix C: Department SWOT Analysis**

# Austin Public Health (APH)

## Strengths

- Have identified equity priorities
- Collects and analyzes data on clients served by demographics: race, ethnicity, and gender
- Uses demographic data to inform service delivery
- Observance of Culturally and Linguistically Appropriate Services (CLAS) standards and dedicated funding for implementation of standards, as well as Culturally and Linguistically Appropriate Materials (CLAMS) standards
- Utilizes community health workers; staff and outreach workers have lived experience of communities served
- **The Community Health Assessment examines information on health disparities and the social determinants of health, and considers the community's experience or beliefs about the root causes of health disparities. This guides APH in developing programs and service delivery**
- Comprehensive strategies are used to recruit and hire diverse staff: outreach to local organizations and chambers of commerce such as Huston Tillotson University, Asian American Resource Center, National Forum for Black Public Administrators, Black Chamber of Commerce, Hispanic Chamber of Commerce and Asian Chamber of Commerce; Advertise on national organization websites, LinkedIn, and other social media to expand applicant pool; Re-word job postings to attract a more diverse applicant pool; Ensure diversity in interview panel; Examine job descriptions and minimum requirements to ensure they are free from biases that may have an unintended impact on applicants
- Measures the effectiveness of staff professional development on performance, and its impact on service delivery
- **Provides 6 training opportunities that directly address inequity, disparities and racism**
- Department works with other City departments to address issues or conditions that may cause barriers to quality of life/health equity
- Incorporates community input into planning processes for budgets, strategic plan, assessment, operations, and resource allocation
  - During each year's budget cycle, Austin Public Health (APH) engages with the African American Resource Advisory Commission, Asian American Quality of Life Advisory Commission, and Hispanic/Latino Quality of Life Resource Advisory Commission to appraise the budget process and receive feedback on these groups' priorities
  - Community process for resource allocation (specific to HIV Resource Administration Unit and the HIV Planning council)
  - Regular consultation with social service contract providers

- The Health Equity program is specifically aimed at addressing disparities in health outcomes based on race
- All programs providing client-based services administer satisfaction surveys
- Almost all (95%) of the departments grant funds to address issues that disproportionately impact communities of color
- **Uses formal processes to gather community feedback, including: focus groups, client surveys, public meetings, stakeholder groups, consulting with social services contractors and quality of life commissions**
- Uses a language line when conducting door-to-door surveys to ensure participation from individuals with limited English proficiency
- Uses financial incentives when convening focus groups targeted at hard-to-reach populations
- Engages community coalitions, task forces, committees, and stakeholder groups in a participatory decision-making process with the City Clerk's Office, Mayor's Office, and Law Office in revising the Community Development Commission By-Laws to improve equity and transparency in the selection and appointment of commission members
- **All public documents are translated for limited English proficiency into multiple languages. 8 have been specified (Spanish, Mandarin, Chinese, Korean, Burmese, Arabic, Taiwanese, Vietnamese); All public documents are assessed for readability and cultural appropriateness against standards. When feasible, documents are reviewed by a focus group comprised of members of the intended audience before they are mass produced**
- Department is heavily focused on community engagement and has many events throughout the year reaching thousands of residents
- Several accommodations are offered to encourage participation of community members (food, children's activities, ASL, translation/interpretation, accessibility of location, diversity of staff)
- Neighborhood centers help identify resources to ensure that basic needs are met

## Weaknesses

- There is no comprehensive or collective client satisfaction report and it is unclear if demographic data is collected, since it is not available
- There are no standard measures for evaluating the effectiveness of training activities, with the exception of the department's Health Equity training
- There are no standard measures for evaluating the effectiveness of community engagement efforts
- There is no clearly-defined process for determining when public meetings should be held to obtain feedback from the community
- No demographic data is collected on community members who are engaged by the department

## Opportunities

- Department is working with HR to identify policy changes to support hiring of diverse staff

- APH piloted a 2-day Health Equity training to be incorporated into the Equity Academy. Department wants to roll out this training to all staff and include it in the budget
- Each employee is required to do 16 hours of training annually, and is reviewed on the impact of their professional development on performance – this is an opportunity to include the equity training as part of the 16 hour requirement and develop measures for the performance review
- In FY17 APH completed an internal reorganization that resulted in the creation of the Health Equity program, which is specifically aimed at addressing disparities in health outcomes based on race
- APH has previously proposed a realignment of the City’s neighborhood centers to move them closer to communities of need, particularly around the eastern crescent of Austin, where a more-diverse population resides. As services are expanded to meet the growing needs of a rapidly diversifying city, the Department will need additional funds to help maintain infrastructure at pace with service delivery
- Desired funding for:
  - Language access plan, to cover multiple translations and written materials, language line access, and other translation service
  - Expanded community-based efforts – expanded outreach team to include social workers, registered nurse and a team of Community Health Workers
- Willing to explore unintended benefits or burdens to certain communities and develop action plans to address those issues as they are discovered
- Department is in the process of developing a Language Access Plan to meet PHAB Accreditation standards
- Department would like assistance with developing a tool to measure the effectiveness of community engagement efforts
- Include English as a Second Language courses and other services in the Workforce and Education Readiness Continuum (WERC) to ensure that clients are able to access workforce development services regardless of language barriers or education
- Department has multiple social service contracts with the African American Youth Harvest foundation which provides culturally-competent and family-centered educational, health and human services, and economic development opportunities
- Desire to work with other City Departments to establish policies that promote racial equity
- Only 8% of the department’s budget supports programs with a universal reach for all citizens (i.e., those which do not disproportionately benefit one racial group over another). The remaining 92% of the department’s budget may be interpreted as disproportionately benefiting minority racial groups as the focus is on provision of services tailored to address disparities experienced by those populations. APH has a mission to serve all of Austin and Travis County and may be inadvertently disadvantaging some groups by not ensuring access for all

## Threats

- Program structures within the department pose a threat to collecting client demographic data: Historically APH’s service population has been defined as residents of Austin and Travis County.

- APH has many programs and each may define their clients differently. Not every program reports client demographic data. For example, some programs identify populations by zip code and some by poverty level
- Resources are allocated based on census data and population changes, rather than population health data, such as disparities in rates of death and disease. Because of this, resources may not be funneled appropriately to address disparities
- Budget structures prevent tracking of investments that promote equity and inclusion:
  - Training funds are not specifically allocated for issues related to equity or institutional racism
  - The department does not track spending on client satisfaction surveys
  - Expenses related to including community member input in the budgeting process is not tracked
  - Funding is not specifically allocated for translation of documents into other languages for folks with limited English proficiency or for accommodations for individuals with language barriers
  - Expenditures related to holding public meetings for the purpose of fact-finding, receiving public comments, and conducting inquiries are not tracked



# Austin Transportation Department (ATD)

## Strengths

- Offers, funds, and supports professional development opportunities for all employees to encourage upward mobility, regardless of race or ethnicity
- Prioritize capital expenditures by need
- Maintenance is based on timing schedules to ensure that one area isn't served over another
- **Changes to streets are vetted through formalized public processes; efforts are made to offer translation and conduct outreach to worksites during working hours**
- Transportation questions have been included in the City's Community Health Assessment to gather additional input on this issue from community members
- Mobility contracts are negotiated with the expectation that communities of color are included in the service areas
- **The special events divisions works with contractors to engage community members to ensure that the events are culturally sensitive and to minimize disruptions for residents**
- The department holds regular community meetings as a practice wherever there are specific changes proposed within neighborhoods for the purpose of obtaining verbal feedback. These concerns are documented and addressed
- The department receives questions from the community through its Customer Service request and these are all responded to by phone or email to address concerns
- Local Area Traffic Management proposals are shared with the community through door to door outreach by other "lead" community members
- **The department has a 4-tier approach to engaging historically underserved communities in Austin for its Strategic Mobility Plan**
- Launched the "Mobility Talks Initiative" to engage community members around the Strategic Mobility Plan
- Department consults with various Quality of Life commissions
- Accommodations are offered to encourage participation of community members (food, children's activities, ASL, transportation, translation/interpretation, accessibility of location)
- Remote, computer-assisted transcription services are provided by request for any meeting hosted by the Active Transportation and Street Design Division and Transportation Planning
- **In FY17 the Transportation Planning division allocated 25k for focus groups with historically underserved populations**
- Department staff support two citizen advisory councils
- Department participates in the Small Minority Business Resource meetings held every 6 months to engage with leaders of African American, Hispanic, and Asian coalitions
- Project managers invite the community to stakeholder meetings regarding parking, bike lanes, street improvements, non-radioactive hazardous materials, routing destination meetings, etc.
- Department positions are advertised nationally on minority websites, including societies and associations targeting an increase in underrepresented populations in their professions. They

have successfully recruited and retained women for predominantly male jobs, and have attempted to recruit racially diverse employees. The department dedicates specific funds for recruiting highly technical positions

## Weaknesses

- Have not specifically identified equity priorities
- The transportation engineering division passively receives reports from community members rather than actively engaging the community for input on traffic decisions
- It is unclear if demographic data is collected in client satisfaction surveys since it is not available
- The department does not evaluate the effectiveness of community engagement efforts
- The department does not measure the number of community members that it reaches through community engagement efforts
- It is unclear if the department has standards to check reading level and ensure accurate translation
- Public documents and notices are only available in English and Spanish. Sign language is available for public hearings
- Project notifications are only available in English and community members must call a number to get the information in Spanish. No other language translations are provided for public notices
- The department does not track the race/ethnicity of its contractors and consultants

## Opportunities

- ATD is working on incorporating “historical need” in prioritizing capital expenditures
- Wants to move from time-based maintenance to needs-based maintenance to ensure that the assets with the greatest needs are prioritized
- Some demographic data are collected on community members who are engaged by the department and it is becoming standard
- Their guidelines include petitions of support and meetings with neighborhood representatives when quality of life issues are present. There is an opportunity to define what constitutes a quality of life initiative and/or create similar engagement guidelines for other projects (for example, who should be included, where and when events are held, etc.)
- Information on the Austin Event Center (ACE) webpage is kept updated with information about public events. This website could be leveraged and marketed so that community members are more aware of these events
- The Vision Zero Task force is convened by the department and reaches across multiple City transportation agencies and nonprofits
- The Traffic Engineering Division has started reviewing Local Area Traffic Management guidelines to determine whether the process of incorporating resident’s input can be improved

- Department holds meetings in all 10 City Council Member districts, presenting an opportunity for broad outreach
- ATD plans to realign six thousand dollars in the department's base budget to advance racial equity for communities of color and may need some guidance on how to allocate those funds
- Collaborates with nine other City departments to implement Vision Zero to reduce traffic injuries and fatalities. This initiative includes racial profiling as an issue and there may be opportunities to address other issues of discrimination or inequity across multiple departments

## Threats

- All parking enforcement citations and violations are communicated in English because of a State requirement that motor vehicle operators speak and read English. (Note this is required for commercial motor vehicle, and CDL licenses but not for regular licenses. Some offices offer drivers tests in Spanish or allow for translation of other languages during the test)
- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Involving internal and external stakeholders in the department's budget process
  - Capturing resident satisfaction with programming and services
  - Training funds for issues related to equity or institutional racism
  - Ensuring that public documents are readable and accessible

# Austin Water

## Strengths

- Department has a goal to increase diversity in professional and paraprofessional occupational groups where overall diversity is low or groups are significantly underrepresented
- Standardized hiring process ensures that diverse staff participate in hiring panels and that discriminatory factors and questions are not considered during interviews
- There are several opportunities for staff to participate in trainings related to equity and diversity, and staff are required to attend some of these trainings at least once annually
- Austin Water follows guidelines established by City's Small and Minority Business Resources for selecting diverse contractors and consultants on construction and service projects
- **The department's policies, practices, and programs are vetted through the City's boards and commissions, task force groups, and advisory committees, which report their findings to the City Council. City staff will investigate any findings and return to these bodies with recommendations or strategies to help improve services**
- The City of Austin conducted a community satisfaction survey in 2016 that addressed services at multiple city departments, including Austin Water, and captured race and ethnicity of respondents
- **Austin Water's standard practices include public consultation and outreach activities into major Capital Improvement Projects when its anticipated that the proposed works or constructions would have potential impacts to the surrounding neighbors or stakeholders. Generally, engagement occurs at the 30%, 60% and 90% design phase and when the project has a contractor in place, there is a "Meet the Contractor Meeting." For non-capital improvement projects the public is engaged in the very early stages of the process. Staff address concerns they receive before they carry the project**
- Public Involvement Committees are formed to make recommendations to Austin Water and include representation from all customer classes
- **Austin Water budgets for and provides a bilingual stipend for 23 employees to be able to provide bilingual services to the community**
- The department's public information office is trained to address reading level in public documents, uses a standard reading level and reviews documents 3 times for readability
- **The department uses a variety of methods to disseminate information to the community, such as: providing electronic and hard-copy versions of materials, applications, and notices shared on the website, through the mail, electronic newsletters, door hangers, bill inserts, and social media platforms such as Next Door, Facebook and Twitter. Public announcements are made through the top 10 radio stations in Austin and press releases to local news outlets**
- Austin Water consults with Council appointed advisory/working groups and citizen task forces to look for ways to improve outreach throughout Austin's diverse community

- Austin Water encourages diverse participation in major decisions and projects, including conservation code updates, cost of service updates and water resource planning efforts, by providing ample public notice of opportunities and resources
- Engages in public meetings on matters that may impact the community and partners with other City Departments to participate in community and neighborhood meetings and focus groups
- **The department provides several opportunities for the community to provide input on programs policies and plans, such as: public workshops, open houses, and presentations, meet the contractor meetings, community events and school presentations, as well as online options such surveys and comment portals**
- The following accommodations are provided so that community members can meaningfully participate: food, supervised children's activities, translation or interpretation, and location accessible to targeted community

## Weaknesses

- There is no process in place to measure the effectiveness of trainings that address equity or institutional racism
- Trainings that include the topics of equity, diversity, discrimination, or racism are not included as part of the on-boarding processes for new employees
- Although hiring diverse contractors and consultants is encouraged, they do not know the racial/ethnic makeup of those consultant and contractors they are working with
- There is no clear process for determining when public documents, policies, applications, notices and hearings are translated for individuals with limited English proficiency or visual or hearing impairments. There is no process in place to ensure that this information is readily accessible to the public. The public information office only translates information into Spanish on occasion
- Department does not offer translations or accommodations for other languages
- The public involvement program uses a passive rather than active approach to gathering community input: residents may submit comments through the website, by coming to the information library to review data, and submit written comments to Austin Water staff. It is unclear if these efforts are sufficient in ensuring that community members can provide input especially if they are not computer savvy or do not have reliable transportation
- Department does not evaluate the effectiveness of community engagement efforts
- Department does not collect data on race and ethnicity of community members that it reaches through community engagement efforts

## Opportunities

- The City of Austin conducted a community satisfaction survey in 2016 that addressed services at multiple city departments. It is unclear if there are plans to continue survey administration, or if there are opportunities to provide input into the questions asked. Additionally, no other department mentioned this survey, so it could be assumed that the information collected is not being used at the department level

- Department budgeted in FY18 to increase the amount of financial assistance provided through the Customer Assistance Program, and is looking for ways to expand its program to multi-family housing. This may be covered by the department's proposed "community benefit charge" which would charge a higher price to some customers to compensate for the lower price for others
- Department plans to begin measuring the effectiveness of its trainings after it has prioritized which inequities it should be focusing on and developed programs and plans to measure and address them
- Austin Water's Language Access Plan is currently being developed and was at 60% completion at the time of the survey. This might constitute an urgent need to have Equity Office input before it is finalized
- Department would like to better disseminate job postings through more organizations; department has identified the organizations they would like to reach out to
- Department has created new internship opportunities
- Department is currently conducting a comprehensive study to update and improve its methods for determining fair and defensible rates for services
- Department has expressed interest in developing a plan to collect feedback and determine how to gain participation from Austin's diverse community

## Threats

- The Customer Assistance Program provides discounts on water bills for low-income residents in single family housing. This program unintentionally excludes some communities by offering discounts for low-income residents in single family housing, but not for those living in multi-family housing
- Department's proposed "Community Benefit Charge" could disproportionately harm some communities by charging higher rates and causing potential hardship to low-income residents not enrolled in the Customer Assistance Program
- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Recruiting to expand diversity of staff
  - Capturing resident satisfaction with programming and services
  - Training funds for issues related to equity or institutional racism
  - Involving internal and external stakeholders in the department's budget process
  - Including community members in program and planning processes
  - Ensuring that public documents are readable and accessible
  - Holding public meetings

# Human Resources Department (HRD)

## Strengths

- The Equal Employment and Fair Housing office protects individuals from difference in treatment in their employment based on their race, color, sex, disability, age, religion, national origin, gender identity, and sexual orientation
- Department tracks employee demographics such as race and gender
- The Employment Services division reviews the ethnic makeup of the City's workforce on an annual basis to determine if the City employee population mirrors the City of Austin MSA population. Techniques are utilized to ensure jobs are sourced at the appropriate places to ensure diversity and qualified applicants apply for open positions, in addition to working with several minority businesses to advertise jobs
- **HR Liaisons and other staff can view dashboards in real time that show the demographic makeup of department employees through the HR portal**
- HRD provides and advocates for funding for cultural events and support to affinity groups
- **The Department utilizes stakeholder groups to review and provide input into policies, including checking to see if it would have an adverse impact**
- **For the past 27 years, the HR Department has initiated a survey with City Employees called the "Listening to the Workforce Survey" that captures satisfaction with HRD's programs. The cost of administering this survey has been included in the department's operating budget. The survey also captures demographic data of the respondents**
- Department provides an annual report to the City Council identifying any disparities in compensation and ensures that there is funding for this study included in the budget
- HRD sponsored a training from the US Equal Employment and Opportunity Commission for HR professionals whose job duties include investigating complaints of harassment and Discrimination. Over 50 HR professionals representing 20 City departments attended
- The department has funding set aside for community outreach and education related to Fair Chance Hiring
- Key executive vacancy hiring plans involved engaging the community
- Department translates documents into languages other than English and Spanish and also includes Braille
- The Quality Assurance team reviews documents to make sure they are understandable
- Department makes the following accommodations so that community members can meaningfully participate: Food is provided, ASL is provided, and location that is selected is accessible to the target community
- HRD relies on six boards and commissions to ask questions to and discuss council priorities
- Internal stakeholders are engaged early on so that their input can be incorporated into planning
- The Equal Opportunity and Fair Housing Office in collaboration with an AmeriCorps VISTA volunteer is responsible for raising awareness of employment, housing, and public accommodations rights, helping to alleviate poverty by increasing stability and career



progression. The VISTA member manages and cultivates relationships with neighborhoods, helping to create and establish lines of communication with target populations

- City-wide ASL interpretation is included in the department's budget

## Weaknesses

- There is not a formal process for onboarding or orienting staff to historical and racial inequity and a training curriculum has not been developed to include this information
- HRD does not measure the effectiveness of its trainings on equity and institutional racism
- Department has not made it a practice to involve external stakeholders in the budgeting process
- Department does not have a robust marketing and recruitment plan and relies mainly on job fairs and "minority publications" to advertise jobs
- Department was not able to provide a breakdown of the languages that are translated, besides Spanish and Braille. It is unclear whether the department collects this information
- HRD does not verify the reading level of public documents, policies, applications, notices and hearings
- HRD does not capture demographics of community members
- Many of the community engagement activities that the department participates in are education and informational rather than means to receive input or feedback or have discussions with community members
- HRD does not have a formal process for collecting feedback to evaluate the effectiveness of its community engagement efforts

## Opportunities

- Youth and Family Services Programming helps ensure citizens have access to programs and services that meet their needs. The equity office could provide input on how that takes place
- The Organization Development office champions organizational learning and employee engagement at the City of Austin through programs and services such as the Leadership Academies, to all employees, and other city-wide learning opportunities. This could be an opportunity to include standardized equity training for all City of Austin employees
- HRD has begun supplying annual reports to other departments showing both the ethnic breakdown of their own employees and the greater Austin MSA based on census data, for comparison. The goal is that the two populations should look ethnically similar. Since some departments provided services city-wide and others do not, there is an opportunity to consider modifying this initiative to take into account the different audiences served by each department
- HRD is working on creating an Unconscious Bias class for the Organizational Development unit to roll out to employees in FY18
- HRD's budget allocations are due in June of each year and funding and decisions about how funds will be spent is planned several months before that, which allows time for engagement
- HRD has asked for more funds for marketing and recruiting

- HRD has received additional funding to help recruit the “re-entry community” and to provide summer jobs for youth
- Department administers an annual employee survey to capture satisfaction with HRD’s programs. HRD could use this information to ensure that diverse staff are being retained

## Threats

- Additional funding for bolstering the summer youth program may have inadvertently disproportionately benefited one community over others
- HRD has a recruiting budget (~\$2,500) that serves all City Departments, which is smaller than several other departments even though it has a wider reach
- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Including community members in program and planning processes
  - Ensuring that public documents are readable and accessible
  - Holding public meetings
  - Translating documents into other languages for folks with limited English proficiency

# Austin Library

## Strengths

- The Library has identified several equity priorities
- The libraries have “Story Time” in multiple languages including: French, Spanish and Japanese
- **Department has plans in place to ensure that decisions are made through an equity lens: The Equity Plan, the Diversity Plan, The Recruitment Plan, and the Language Access Plan**
- Department uses the demographic data published by the City’s Demographer and neighborhood statistics for planning
- Department HR Manager works with the American Library Association’s Diversity Office to gain access to diversity recruitment programs and work with professional organizations that serve ethnic minorities
- Employees receive Customer Service and Respectful Workplace training as part of onboarding; The content stresses inclusive practices and is applicable to all internal and external customers
- **Customers can provide feedback in-person, by phone, online, chat, text, or by letter any time to any staff at any location. The Library also collects feedback from community members through an online survey, paper comment cards and the use of kiosks. The online survey remains open 24/7/365. Surveys are available in Spanish. Comment Cards are readily accessible in different areas within each branch. Funding is allocated for these tools. It is the Director’s expectation that Branch Managers write a response to every customer comment. The Executive Team reviews each customer comment monthly and discusses them with Managing Librarians**
- Uses social media to reach a diverse number of organized groups in the Austin community representing various foreign language customers, to help identify specific demands for materials, programs, and services and level of demand
- Provides English language practice classes and technology classes
- Established educational development computer labs for youth in neighborhoods that have been historically underserved and extended access to adults. Computer labs support job-seekers, entrepreneurs, and learning technology skills in neighborhoods that have been historically underserved
- My Library Keeps Me Healthy uses Library online resources and on-site programs to provide information about health to historically underserved neighborhoods
- **Funding is allocated for VOIANCE, a language line service that provides translations for other languages that librarians may not speak**
- Focus groups were utilized when planning for the new Central Library
- Department provides the following accommodations to ensure community members can meaningfully participate in its services: ASL, translation or interpretation, location selected to be accessible to targeted community, google hangouts offered at 7 branches
- Department participates in the celebration of cultural and heritage events and promotes local artists, authors, and businesses

- Offering workshops and services for all ages to support educational and lifelong learning, such as financial literacy, digital literacy, job search, starting small business, and fix-it DIY clinics.
- **Hours and days of operation are adjusted to respond to customer needs.**

## Weaknesses

- Department does not have specific programs to address racial equity
- Department does not collect the racial makeup of contractors and consultants performing work at the Library
- Department does not hold regular public meetings for the purposes of fact-finding, receiving public comments, and conducting inquiries
- Department does not include historical and current racial inequity information in its New Employee Orientation
- Department does not have a performance measure evaluating the effectiveness of its trainings on equity or institutional racism
- Department uses a passive rather than active approach to community engagement; Communication is mostly one-way, with the library educating the community and telling them about their services, rather than soliciting feedback or engaging in two-way communication

## Opportunities

- Department has identified several equity priorities that could be tied to performance measures
- Department periodically reviews its policies and procedures and considers input from committees composed of internal staff as well as customer feedback. This process could be formalized and shared
- Department collects and reports on data from its own trainings and could include equity-related measures to evaluate its trainings
- Department captures customer satisfaction through online surveys and paper comment cards. Optional demographic questions could be included so that the Library has a way to capture information about the population it serves and better cater to customer needs
- Department utilizes social media to reach potential customers and identify needs. There could be an opportunity to better utilize this service for feedback (polls) and targeted outreach
- Staff are reassigned to different branches to suit the needs of the library. Ensure that demographics, experience and training are taken into consideration to meet the needs of the population served
- Buildings that are deteriorated are being repaired and could be prioritized based on greatest need or lowest resources
- Department offers workshops and other learning opportunities that could be utilized to draw in/and or cater to diverse audiences
- Department could use Google hangouts to encourage civic engagement in other ways besides attending Council meetings remotely

## Threats

- Department has a policy to not collect any personal demographic information about its customers. They only collect name and location for library card applications
- Materials and programs are moved around different libraries so that all communities can experience them. This may inadvertently disadvantage some libraries if they are being moved out of resource-poor libraries or if the individuals wanting specific resources have to travel to a library far from them to borrow them
- Funding for building repairs are distributed equally but not equitably.
- With line-item budgeting, it is difficult to evaluate the quantity or quality of services resulting from expenditures.
- Department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Recruiting to expand diversity of staff
  - Training funds for issues related to equity or institutional racism
  - Involving internal and external stakeholders in the department's budget process
  - Ensuring that public documents are readable and accessible
  - Holding public meetings

# Economic Development Department (EDD)

## Strengths

- Department measures the effectiveness of its racial equity programs via performance measures and contract requirements
- A diversity expo is held for communities of color to network with corporations to increase job opportunities, training, and refer community businesses to the Department's Family Business Loan Program
- The City of Austin's Financial Services Department tracks minority-owned and women-owned contract expenditures
- American Sign Language translation is provided upon request
- A modifier was added to the budget to increase funding awards for African, Latin, Asian, Arab, and Native American organizations
- The small business program (SBP) outreaches to all 10 council districts to ensure all diverse communities are informed about city services for small businesses
- A Business Solutions Center was opened at Huston Tillotson University, a historically black university, offering access to software and databases at no cost to all customers who visit the office. The partnership is designed to help African-American businesses and entrepreneurs
- To ensure diversity of staff, the department managers reach out to universities, minority chambers of commerce and minority professional organizations when recruiting and diverse hiring panels are selected when interviewing
- To capture satisfaction with and evaluate the effectiveness of programs and services, surveys are conducted for participants in small business training classes and cultural arts workshops
- **Held focus groups on economic policies with 400 stakeholders in 2017**
- SBP collaborates with Department of Small and Minority Business Resources (SMBR) to disseminate information on upcoming small business trainings and informational events
- Department holds a Budget Overview presentation and invites stakeholders to participate. All lead department contacts for the minority chambers, traditional workforce development organizations, entrepreneurs, artists, musicians, and department commissions are invited to attend and to invite their organizations' members
- Each commission meeting includes citizens' communication, during which members of the public are allowed to speak to the commission
- **SBP conducts a Small Business Needs Assessment study every 5 years, getting information from small business owners on their future business development needs. EDD ensures that minority- and women-owned businesses have an opportunity to participate in the study and are represented in the survey and focus groups**
- **Translation of public documents, policies, applications, notices and hearings for limited-English speaking persons is determined primarily by the demographics of the area being served. Community engagement specialists advise EDD regarding which documents should be translated into which languages. EDD handles translations into Spanish, Vietnamese**

**and Chinese. Accommodations for people with visual and/or hearing impairments is handled on a case-by-case scenario**

- EDD shares information to the public through their website, Twitter, Facebook, and You-Tube
- The Department has a staff member dedicated to fact-finding, public inquiries and public outreach
- EDD provides the following accommodations to ensure community members can meaningfully participate in its services: Food, ASL, translation or interpretation, transportation for community members with mobility issues, location selected to be accessible to targeted community, call-in options
- EDD's Cultural Arts Division (CAD) partners with the African American Cultural and Heritage Facility, the Mexican-American Cultural Center, the Asian-American Resource Center and other facilities on a variety of programming
- The small business workshop is part of the extensive planning process for businesses, especially businesses of color
- Small Business expansions are being accelerated through FastForward, a Huston-Tillotson University and IC2 at The University of Texas. FastForward is an entrepreneur training program for minority businesses and uses extensive input and planning from businesses of color
- **Through the Cultural Ambassadors program organizations from the Asian, Black, and Latino communities partner with Cultural Funding staff to let members of those respective communities know about funding options through the Cultural Arts Funding Program. Each of the six Cultural Ambassadors (two from each community) received a stipend of \$1,000 each**
- **All EDD divisions track numbers of public events and community members engaged at each event. CAD also tracks the numbers of audience members served through division activities and cultural contracts**
- Department trains adults in poverty for middle skilled jobs and created a youth career pipeline through the Einstein Project

## Weaknesses

- The racial breakdown of all clients, consultants and contractors is unknown
- Staff is not on-boarded or oriented to historical and current racial inequity, and there are no trainings that specifically target these areas, nor are there measures to assess trainings
- The Department conducts some customer satisfaction surveys, but do not collect data on the race, ethnicity, gender, national origin or income level of respondents
- EDD's entrepreneurial classes and Family Business Loan Program have fees that may impact low-income applicants
- Although this is the Department's main avenue for community input, not all marginalized communities are represented by the participating MECA chambers of commerce
- The Department does not verify the reading level of public documents, policies, applications, notices and hearings
- There is no department-wide process or policy for deciding when to engage the community in decision making

## Opportunities

- EDD includes community involvement in some of their decision making processes and could expand this further
- The department is in the process of activating Industrial Development Authorities to offer 501(c)3 bonds and private bonds to nonprofits, research institutes and other companies at no expense to the City of Austin. Ensure that resources are distributed fairly and equitably
- New tools are being considered by the department, including: updated Family Business Loans, expanded Small Business entrepreneurial programs, Mapping Austin's Cultural Landscape to introduce art and music into deteriorated commercial areas, a Foreign Direct Investment app, an EB 5 Visa Center to generate investment dollars and jobs for the hard to employ, and a revamped Economic Development Policy on incentives
- \$700 million Smart Corridor Transportation Bond package
- Colony Park Redevelopment
- Merchants' Challenge is being used to regenerate neglected areas in the City as attractive, walkable employment and mixed-use hubs
- The Small Business Program, improving access to low-cost capital for minority firms.
- Department may need assistance interpreting and utilizing data from these two projects: a UT LBJ analysis of 300-400 individuals' experiences and outcomes of workforce training (Einstein Challenge) and The Hispanic Business Census which analyzes the nature of and potential growth of entrepreneurship of the Hispanic population
- AIPP is considering how to collect demographic information in a way that will be welcomed by the groups they work with and are engaged in a demographic study of the artists and vendors we have currently under contract. The Equity Office could help the AIPP division collect and use this information to improve its programs
- Department's strategic plan directs resources and focus to equity and marginalized communities
- EDD's Redevelopment Division is working with the Black and Hispanic Chambers of Commerce to determine where to dedicate redevelopment resources
- FastForward is an entrepreneur training program for minority and women-owned businesses and lacks resources to continue
- Department trainings cater to diverse populations but it is not clear if they address equity or racism. They department could work with the Equity Office to incorporate these trainings
- A template is being developed for managers that can ensure diversity among staff
- In the FY18 budget, a marketing supplement was included for awardees. Input could be provided on how these funds are used.

## Threats

- Reporting race/ethnicity is optional for clients, contractors and consultants.
- Funding for Fast Forward is not available to continue the project in 2018 and beyond.
- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:



- Recruiting to expand diversity of staff
- Involving internal and external stakeholders in the department's budget process
- Holding public meetings

## Parks and Recreation Department (PARD)

### Strengths

- Department has identified equity priorities
- Employs various, diverse outreach strategies throughout the city, such as maintaining comprehensive stakeholder lists, utilizing promotional resources that target communities of color, and regularly engaging with various community groups.
- Utilizes research to determine disparities and targets in the development of new programs or the expansion of existing programs, such as neighborhoods/communities that have indicators that suggest a need or identifying potential benefits and/or burdens of program changes
- Department tracks the ethnicity/race of Recreation Program Instructors, a specific program delivery contractor
- To hire a diverse and qualified applicant pool, PARD advertises in local, web-based and national publications that target communities of color and posts advertisements on various social media accounts/pages that serve communities of color. They also incorporate diversity within the hiring process and interview panel
- **The Parks and Recreation Department developed 4 training programs to specifically prepare youth of color for employment opportunities within PARD: Swim ATX, Outdoor Leaders, Teen Leadership Training Program, and the Ranger Cadet Program**
- The department offers several trainings and workshops that address equity and diversity
- **In planning community engagement, project managers are asked how they plan to ensure outreach/engagement with historically disadvantaged populations. Staff works closely with PARD's cultural centers' staff to ensure proper outreach is being conducted to communities of color based upon historical and current racial inequity**
- **The Parks and Recreation Programming Division works with Austin Public Health to utilize data and indicator information to offer programs in traditionally underserved target markets, establish outreach services to underserved target markets and develop financial aid/scholarship programs for those who qualify**
- **The annual Budget Forecast is presented to the following groups to gather feedback, before it is provided to the Budget Office: Asian American Quality of Life Commission, African American Quality of Life Commission, and The Mexican American Cultural Center. The department also utilizes surveys and other community engagement in developing the unmet needs for the Department and/or making budget allocations decisions**
- **PARD offers many opportunities to receive input from the community on its programs, policies and plans: Public Meetings, Focus Groups, Online Surveys, Charrettes, Neighborhood Canvassing, Pop-up engagement and intercept surveys, SpeakUp Austin, Conversation Corps, Neighborhood Briefings, Community Mapping, Phone Interviews, Text Surveys, Open Houses, Comment Forms, Community Advisory Groups, Working Groups, Field Trips and Tours, and Representative Participation**

- On average 10-15% of a project's budget is reserved for engagement and outreach
- **PARD has developed a Standard Operating Procedure and Manual for Community Engagement. The manual outlines when and how to plan community engagement. PARD MCU provides training to all PARD staff on community engagement procedures. Additionally, PARD staff are provided resources for planning community engagement efforts. The department has a dedicated staff person for planning and facilitating all community engagement activities**
- PARD ensures that messages are clear, understandable and concise through the development and implementation of communication standards. PARD staff are trained on these standards, and all materials are reviewed by the Marketing and Communications Unit prior to going out to the public. Many commonly used documents are placed on the Department's website. Other items are available by request through the City of Austin's Public Information Request system
- Although not clearly delineated, PARD provides translation for languages other than Spanish
- PARD provides the following accommodations to ensure community members can meaningfully participate in its services: Food, Supervised children's activity, ASL, transportation for individuals with mobility issues, translation or interpretation, location selected to be accessible to targeted community
- PARD established a District Representative Group for the development of the Aquatic Master Plan to ensure representation of all communities and council districts of Austin
- PARD has a standard for determining the level of public participation on any process, and it starts at the project's inception
- Although they cannot provide an exact figure, PARD engages tens of thousands of Austin residents through various public engagement processes

## Weaknesses

- PARD does not have a consistent mechanism in place for tracking how its programs, services and parks measure effectiveness with regards to racial equity
- Department does not consistently collect data related to the racial or ethnic composition of the clients served
- Does not have a process in place to ensure that staff are on-boarded or oriented to historical and racial inequity
- Does not have a process in place to measure the effectiveness of its trainings addressing equity and institutional racism
- Does not capture resident satisfaction with programs and services nor demographic data.
- Does not have a Language Access Plan nor a process in place to determine which public documents, policies, applications and notices are translated for persons with limited English proficiency or visual impairments. Translations are only provided in Spanish.
- PARD does not track the demographics of the community members engaged.

## Opportunities

- Department has initiated several pilot programs to collect more granular demographic information
- Through the public engagement process PARD could collect demographic information (such as zip code, income, race/ethnicity) when feasible
- Department collects census data regarding race, income, age, etc. to determine the placement of pilot programs for Connecting Communities to Nature and Stronger Austin initiative
- PARD plans to conduct Youth Program Quality Assessments using a nationally-recognized, evidence-based, validated-assessment tool to evaluate overall program quality
- PARD is in the pilot and implementation stages of collecting data of individuals using department facilities. This program is being met with some concern and the full implementation has been stalled as the Department works to determine options for effective data collection
- They are working in partnership with local nonprofits and The University of Texas to develop an evaluation tool to determine program effectiveness of health based programs in targeted areas of the City of Austin
- Department may need assistance in adhering to Parkland Acquisition Priorities established by Council resolution that citizens within the urban core will live within ¼ mile of a publicly accessible and child-friendly park and that citizens outside the urban core will live within ½ mile of a publicly accessible and child-friendly park when making land acquisition decisions
- Department has a resident historian on staff who could potentially be used to provide information on the history of segregation in Austin
- Recently, PARD began mapping some programs, amenities and services to determine “gaps” and compare those gaps to census data, and other social determinants as a method for decision making. This process is new and has not been used consistently in the past
- Department is recognized as a quality youth out of school time program provider and has physical capacity to serve more youth
- The development of the Language Access Plan will aid the department in determining which public documents, etc. would be translated for people with limited English proficiency.
- An AmeriCorps VISTA developed a process for community engagement for historically difficult to engage community members, including an engagement toolkit and resources- this pilot project is being replicated by a new member of the AmeriCorps VISTA specific to communities of color
- In addition, PARD has identified the following opportunities for improvement:
  - Creating mechanisms for identifying potential adverse impacts of development
  - Creating an evaluation matrix for Project
  - Managers to review development impacts
  - Utilizing existing literature on the potential adverse impacts of green infrastructure and park projects (for example the Highline in NYC) to evaluate opportunities
  - Increase employee training opportunities regarding diversity and Austin’s history of institutional racism practices, race equity training, etc.
  - Work with professional organization (Texas ASLA, Texas APA, CNU) to provide one training opportunity per year focused on social equity and institutional racism.

- Require staff members who attend conferences to attend a workshop focused on social equity or issues that intersect with institutional racism, social inequity, social justice or the like.
- Contract with a consultant to provide Department-wide training annually and ensure training is mandatory

## Threats

- All City of Austin employees are required to undergo training that reviews the established federal, state, and local Equal Employment Opportunity laws and regulations. However, there is no specifically established orientation or historical perspective with regards to racial inequity
- The current budget allocations does not allow for expansion of the Youth Out of School Time program, even though there is an internal capacity to serve more youth
- PARD does not utilize a centralized budget for community engagement activities. Primarily, funds are allocated through staff time, and contingent on staff availability
- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Recruiting to expand diversity of staff
  - Training funds for issues related to equity or institutional racism
  - Involving internal and external stakeholders in the department's budget process
  - Translating documents into other languages for folks with limited English proficiency
  - Ensuring that public documents are readable and accessible
  - Holding public meetings
  - Program based surveys
  - General community engagement activities

## Public Works Department (PWD)

### Strengths

- Projects are prioritized based on service plans that are created based on needs of the community
- Community engagement is a priority during design and construction of Capital Improvement Program projects
- Have diverse panels for the hiring of staff
- Sponsor events that promote diversity and equity, such as the International Hispanic Network (IHN) and the Forum for Black Public Administrators
- In 2016 the PWD Executives participated in a training provided by GARE and HRD on Unconscious Bias; other equity trainings have also been available since then
- PWD diversifies the selection panels for hiring new staff and professional consultants
- **Funds are specifically included in the PWD budget to fund the Neighborhood Partnering Program to assist all communities that apply and get selected for project funding**
- Has a process in place to determine reading level, which is lower than most other departments
- Public materials undergo a rigorous review process, going through at least three communication professionals who check for grammar, clarity and accessibility
- **Public engagement is conducted on a large number of capital improvement projects- Urban Trails, Safe Routes to School programming, and preventive street maintenance work**
- **There are four full-time public outreach specialists to conduct public meetings and collect input on the work of the department**
- **Project managers are required to complete a detailed “Public Outreach Intake Form” before starting construction on a project. This document collects detailed information on the Council district, location of the neighborhood, the neighborhood association(s), schools, community issues and anticipated impacts as a result of the construction work. A customized outreach and engagement plan is developed for each project or program based on the needs of the community. The department does not utilize a one-size-fits-all approach**
- PWD provides the following accommodations to ensure community members can meaningfully participate in its services: Food, ASL, translation or interpretation, location selected to be accessible to targeted community, served by mass transit, have free parking and/or are conducive to walking/biking
- Department conducted 50 public events the past fiscal year

### Weaknesses

- Does not have a way to measure effectiveness of racial equity programs
- Does not have formalized strategies to ensure that departmental policies, practices and programs do not adversely impact communities of color
- Does not measure the racial breakdown of clients, contractors or consultants

- Does not have a process in place to ensure that staff are on-boarded or oriented to historical and racial inequity
- Does not have a process in place to measure the effectiveness of its trainings addressing equity and institutional racism
- Does not capture resident satisfaction with programs and services nor demographic data
- Does not directly engage stakeholders in the budget process
- Language may be a barrier preventing residents from airing complaints and requesting services.
- Printed documents and materials are provided in English and Spanish, but are not translated into any other languages. Translation and interpretation is only provided in Spanish
- Public documents, policies, applications and notices are made available on the PWD website but are not actively pushed into the community through other means, minimizing potential reach, especially for the computer illiterate or those whose first language is not English
- Does not have formalized strategies to ensure accountability to communities of color in its planning processes
- Does not track community engagement efforts, nor the number of community members participating
- PWD uses a limited number of methods to collect community feedback, some of which are passive, including comment cards, surveys and door hangers, and could be reexamined

## Opportunities

- PWD is piloting a higher education program (Peloton U) which is tailored to provide professional development and growth for all department employees. This program is available to both office and field staff
- PWD serves the community through various programs: Urban Trails, Neighborhood Partnering Projects and Safe Routes to Schools. These are potential touch points for outreach and engagement
- The City of Austin has ordinances in place that require Minority and Women owned Business participation on city-procured projects
- PWD is considering specifying a budget line item that is devoted to the advancement of racial equity for communities of color in order to be more intentional and transparent of how funds are expended for this initiative
- Data is collected on demographics of community members but is not easily aggregated

## Threats

- PWD considers complaints to 311 when deciding budget priorities, which could be disproportionately benefiting those areas of Austin where residents who are more likely to complain live
- Racial Equity is not a part of the budget planning process directly

- The department does not have line items for or cannot specifically quantify certain items within its budget, such as:
  - Recruiting to expand diversity of staff
  - Training funds for issues related to equity or institutional racism
  - Capturing resident satisfaction with programs and services
  - Involving internal and external stakeholders in the department's budget process
  - Translating documents into other languages for folks with limited English proficiency
  - Ensuring that public documents are readable and accessible
  - Holding public meetings



**Exhibit B**  
**City of Austin Equity Assessment Tool Pilot**  
**Process Evaluation Report**

**Background**

The Equity Assessment Tool is a new strategy used in City departments to identify and remedy inequitable policies and procedures. It has four assessment sections including departmental/institutional inequity, resource allocation, community engagement, and alignment with Austin City Council priorities. The original draft of the assessment tool that departments received is included as Appendix A.

The tool was developed through a collaborative process with community and city staff interested in promoting equity in the City of Austin through a collective called the Equity Action Team. More details about the process used to create the tool will be included in a final comprehensive evaluation report that will be completed in the spring of 2018.

The City's Equity Office began piloting the tool in the summer of 2017 with 8 City departments that had staff representation in the Equity Action Team. The primary use of the tool is to develop a baseline for measurement within departments about their understanding of equity; how policies can support equity or create inequities; and how community engagement can inform their work towards equity. By doing so they can monitor their progress across time and work with the equity office to support equitable policies and procedures. The ultimate goal is for the tool to be used to improve and standardize decision making across all City of Austin departments to build and maintain a culture of equity.

Staff from City departments represented in the Equity Action Team hosted by the City volunteered to pilot the tool, and already had some familiarity with the purpose of the tool and equity concepts. Participating departments were provided with background on the initiative and a glossary of related definitions. Each department had the flexibility to employ its own information gathering strategies. After all responses were collected, a quality check was performed to address responses that did not answer the question asked or needed to be further fleshed out.

**Purpose**

The Equity Office is interested in learning how to improve the implementation, data collection processes and the quality and utility of responses from the Equity Assessment Tool. Dell Medical School's Center for Place-Based Initiatives (CPBI) was asked to evaluate the tool as part of the open input Call for Ideas program. For the Call for Ideas, community members submit ideas on how to improve the health of their community in order to obtain technical assistance, connections and other resources from CPBI. This Process Evaluation is the first in a series of evaluations of the tool, in which CPBI is examining the content of the tool with the goal of refinement for future use, and the processes used to collect responses to develop best practices and recommendations for implementation. The final evaluation report will include this process evaluation, analysis of the data collected and an outcome evaluation.

**Methods**

Three qualitative methods were used to complete the process evaluation: surveys with participants, key-informant interviews, and document review.

### Surveys

The City Equity office identified individuals by department who had completed the Equity Assessment Tool to participate in the qualitative data collection for the process evaluation. That list of individuals was sent a survey to identify different roles individuals assumed in order to complete the tool and which questions were difficult to provide responses to. Respondents were able to provide explanations as to why some questions were difficult to answer and offer suggestions for improvement.

The survey was created in Qualtrics, an online survey platform, and sent out to the individuals identified by the Equity Office. The survey was open from September 26<sup>th</sup> to October 13<sup>th</sup>. A sample of the online survey is included in Appendix B.

### Interviews

Following the completion of the survey, respondents who provided contact information received an email to identify at least one representative from each department to participate in a short 15-minute phone interview. The interview questions were designed to:

- Draw out the strategies each department used to complete the assessment,
- Identify best practices in completing the assessment; and
- Elicit suggestions for improving the data collection process and instrument.

The interviews also gave City staff an additional forum to express their sentiments toward the Equity Assessment Tool. The interview questions are included as Appendix C.

### Document Review

The third method of data analysis was document review, focusing primarily on the first round of responses to identify which questions participants had trouble answering. That information was triangulated (compared and contrasted) with the results of the surveys and interviews to minimize bias.

## **Process Examination: How did departments complete the assessment?**

### Department Strategies

Each department addressed the Equity Assessment Tool differently, based on the structure of the department and existing processes for sharing information internally and responding to external requests for information. Some departments relied heavily on a single person to complete the majority of the tool, while others sent it out to multiple levels of staff to produce a combined response. The tool was distributed both through email or discussed during meetings without being distributed, so that responses were gathered either in writing or verbally, and sometimes in a combination of face-to-face meetings and email exchanges. For some departments, executive level staff responded to the tool, and for others, the questions were distributed to staff in other positions to complete. In some cases a single person provided the response to a particular question and in other cases, multiple people provided a response and the response was compiled into a single department responses. Finally, one department used different methods to complete each section of the tool, sending one section out, going to specific

departments for other sections and completing another section on their own. A list of each department and the strategies each used to complete the assessment is included as Appendix D.

There were a few methods that all departments had in common. All departments used a single point of contact (SPOC) responsible for gathering and compiling the responses from others with the department. Sometimes the SPOC brought on an additional person to help review and edit the responses prior to submission. Most departments mentioning having to go to another office to get certain information about employee and contractor demographics and budget breakdowns. All departments worked with at least one person from the executive or management level.

### Best Practices

Interviews were conducted with at least one person from each department and respondents were asked what strategies worked well for them. Although it varied across departments, there were some consistent responses about best practices.

- Having a single point of contact for the coordination of responses.
- Having a quality assurance process where responses are reviewed for accuracy and completeness prior to submission.
- Completing the assessment through a collaborative process. For example, completing the tool as a team, having group meetings where response can be discussed and reviewed, and getting input from several different people to provide a more complete response to a question.
- Having buy-in from the executive and management levels to champion the effort and having that translate to buy-in for the staff participating in the response gathering process.
- Using existing department processes to provide responses, such as using regular ongoing meetings and standard processes for completing reports.
- Getting assistance from the equity office prior to and while completing the assessment.

### Lessons Learned

Departments were also asked if they would have done anything differently if they had to complete the assessment over again. Although most departments responded that they were pleased with the way the assessment was completed, many agreed that planning, time and communication could have been better. Several said that if they had spent more time completing the assessment, they could have provided responses that were more thorough and accurate. Often there were other demands competing for time from staff contributing responses. Part of the challenge in completing the tool was figuring out how to get started. Once the right staff are identified, they could be given advance notice and avoid a step of having to go through another individual (administrative assistant or manager) in order to get to the person who could provide the information. A few departments also said they would have done more deliberate planning, treating the tool more like a planned project with an implementation team and timeline for completion. Finally, one department said that in the future they could develop reports to collect and monitor this information on an ongoing basis. In that way they would be able to pay closer attention to equity and be able to provide responses more easily when they complete the tool again.

### Process Improvements

Departments provided several recommendations in the survey and interviews on how the equity office could better facilitate completion of the tool in the future. Their suggestions fell generally into five areas: 1) the way the questions were developed, 2) the timing of completing the tool, 3) training and orientation, 4) resources to assist with responding, and 5) the form used to complete responses.

1. **Question development.** Several City staff mentioned that the questions in the assessment tool did not align with their policies and processes. They believed that more input from individuals that understand city policies and processes would have improved the relevance of questions and usefulness of responses. A few departments suggested that the questions should be narrower and fewer, focusing responses on specific projects within departments or only on council priorities.

*Application: The Equity Action Team that developed the tool had representation from some City staff. In addition, the process evaluation includes feedback from City staff who participated in the pilot. Their suggestions can be taken into consideration when making modifications to the wording and types of questions asked. In addition, consider narrowing the focus of the tool to encourage less general responses from participants and allow them to tailor their responses to the type of work they do, rather than requesting the same type of response for each question from all departments, regardless of size, client base, scope, etc.*

2. **Timing.** Departments had different ideas about what would be the ideal timeframe to complete the tool. Some felt that they had plenty of time and others felt like they needed several more months. Several were thinking about how the information gathering process could better align with their own processes. A few departments felt that the tool should align with the planning or forecasting process that occurs in early spring. Others thought it would be best to complete the tool at the same time as their business planning process, which begins in the fall and ends mid-December. A few thought it would make sense to align completion with the budget process and another felt like it made sense to not complete the tool at the same time because of the amount of effort needed for both.

*Application: The assessment should occur annually, but it may not be necessary to have it at the same time each year for all departments. Each department seems to have an optimal time when the tool should be completed to align with their own internal processes. They could work with the Equity Office to choose a timeframe that works for them and that can be used as their deadline for accountability purposes.*

3. **Training.** Staff who participated in trainings with the Equity office were pleased with the trainings and felt more oriented to the process and the terms used in the tool. However, not all staff that contributed responses for the assessment participated in the trainings or did not know about them, to their disadvantage. A few departments mentioned that only upper management was well oriented to the tool, and others said that they did not have buy-in from their managers who did not participate in the training. Some departments wanted more staff to attend the training, not just upper management. In addition, some had participated in other trainings outside of the equity office that provided more information about equity and institutional racism and therefore had a better understanding of the purpose of the tool and the terms used.

*Application: First, work with departments to identify staff that will be assisting with completion of the assessment. Offer a kick-off meeting for departments at their offices for all who would like to participate. Provide handouts and other resources that can be referenced*

*and used in case not all who will be completing the assessment can attend. Consider providing or sharing additional trainings that orient staff to the concepts in the assessment throughout the year or use a train the trainer model to encourage staff from within the departments to take that on.*

4. **Resources.** Many department respondents did not have a clear sense of what the Equity office was trying to accomplish with the tool. Some even thought that they were being scored on how well they were doing for comparison against other departments. They wanted more clarity about the purpose of the assessment and the use of the information collected. One suggested that the equity office provide targets so that they had a better sense of what to aim for and what changes they want to see. In addition, they expressed a need for more assistance from the equity office in understanding terms, answering questions and having more information about where to go to get the answers to the questions in the tool. One suggested having clear instructions on how to answer each question. They also wanted to know more about the Equity Office itself, what information it collects, what they are learning and doing.

*Application: The training is one opportunity to set expectations for how to complete the assessment and to orient participants to the purpose of the tool, but it is not enough to properly orient and equip participants to the process. Providing handouts and other resources could be helpful for those who could not attend the first training and for reference. A single training should not be the only interaction with participants. Equity office staff could be available to provide additional resources, such as a list of where to go to get information and best practices, and answer questions as needed. Consider developing these additional resources to address those concerns: What the equity office does, Purpose of the assessment, Instructions, Where to go to get answers to questions, etc.*

5. **Submission form.** The tool was sent to departments in PDF format, instructions directed responders to provide answers in a word document, and submission used an online format. The online format did not allow saving answers and sometimes the system would crash so the response had to be re-typed. In addition, tables did not transfer correctly and had to be re-done or formatting was lost. The process of having to re-write responses was “cumbersome.”

*Recommendation: Use a standard and consistent format for submission that multiple people can work on at the same time (not pdf). You may use a word format for collaboration, for example and then enter the responses into an online format. Use the same format for initial submissions and follow-up. The form used should have the ability to copy and paste responses and upload tables and documents.*

### **Content Analysis: Did questions elicit the intended response?**

The content analysis includes feedback collected in a variety of ways (surveys, interviews and a document review) to provide information that can be used to make amendments to the assessment tool and questions to improve its ability to provide meaningful and useful data. The content analysis answers the question: *Did the questions in the assessment tool elicit the intended response?* We investigated what the initial understandings of questions were, which questions were the most difficult to answer and why, and what the City staff completing the tool thought about the assessment tool.

#### Analysis of First Responses

Staff at the Center for Place Based Initiatives, the Equity Office and community members from the Evaluation Committee of the Equity Action Team reviewed the first round of responses and provided feedback to the departments as a “quality check.” The goal was to determine whether the responses provided answered the questions asked. This information has been summarized and analyzed in Appendix E: Quality Check and Department Feedback. The departments then had an opportunity to revise their responses based on the feedback in a final department submissions to the Equity Office.

The feedback they received is valuable in understanding how questions would be interpreted by staff with different levels of orientation to and involvement in the process of developing the equity assessment tool. Some staff participated in the Equity Action Team and even helped draft questions, some received an introductory training by the equity office, and some had no prior knowledge about the assessment before they began.

The individuals checking first responses identified when information was not provided or a question was partially answered. See Appendix E to identify which specific questions had more complete responses, had more partial responses or were not answered. The following is a list of patterns recognized in the quality check where individuals had difficulty providing responses. This could indicate which questions should be re-written for better clarity and what kinds of changes could be made to improve understandability for respondents.

#### The Question Was Not Answered

- For questions that asked about processes and procedures, often times information was not provided because there were no processes and procedures related to that item. (4 questions)
- For questions that asked for a specific dollar amount and percentage, the departments did not have specific line items in their budget addressing those items. (8 questions)
- The data requested was not collected by the department. (14 questions)
- They did not provide a response, said “I don’t know,” that the question was not applicable or “I can’t answer this question because....” and gave a reason. This happened with questions that required some thoughtful reflection as well as those where information was not available. (20 questions)

#### A Partial Response was Given

- The respondent failed to address a key component of the question or did not understand the terminology used in the question, and overlooking this part of the question made the response invalid. (9 questions)
- Information was missing from the response that would have made it complete. For example, for budget questions they put the percentage but not the dollar amount or vice versa. (16 questions)
- They did provide a response to the question, but the response did not actually answer the question that was asked. (13 questions)
- The respondent provided an answer (the “what”) but did not explain the “how” or the process (6 questions)

### Complete Responses

- 9 of the 45 questions (20%) in the assessment tool were answered completely by almost every department and didn't have very many issues with partial or missing responses. Those questions will require relatively few changes and can be identified in Appendix E as those having 7 or 8 complete responses and 1 or fewer comments from the quality check.

### Difficult Questions to Answer

What remained unclear through the quality check is the reason why the respondent couldn't provide an answer, and that was clarified in the survey responses. In the survey, participants were asked to identify which questions were the most difficult to answer. Their feedback is included in Appendix E. All of the questions in the first section of the report, the Departmental Analysis, were marked difficult to answer by one or more people and over half of the questions had at least 4 individuals stating that the question was difficult to answer. Participants also had trouble with the second section, the Budget, but to a lesser extent. In Section 2, 89% of questions were marked difficult to answer by at least one person, however not one question had more than 3 individuals saying it was hard to answer. Very few had difficulty answering questions in Section 3, Engagement. There were only 3 questions out of 20 (15%) that were identified as difficult to answer. No one expressed having difficulty with the question in Section 4, Alignment. Appendix E shows how questions ranked in their level of difficulty from 1-5 along with the reasons that the participants had trouble with those questions.

### Reasons for Difficulty

There were several reasons that folks found questions difficult to answer, and many responded similarly. The most common response was that their department did not track the data or item that was requested, for example, they did not have data available by race/ethnicity. Similarly, several of the questions were "not applicable" because there were no policies, processes or measures in place that aligned perfectly with what the question was asking. The wording of many of the questions assumed that certain policies and processes existed and asked respondents to provide information about those policies. Some mentioned that they did have policies in place to ensure equity, but those policies did not focus specifically on racial equity. A few departments felt that this definition of equity was too narrow. Some of the questions were difficult to understand when it was assumed that the person answering the question was already familiar with the concept that the question was asking about, such as "lived experience." Finally, some of the data had to be gathered from another office outside of their department, creating an extra step in the process, not only for the departments completing the tool, but also for staff in the other departments receiving requests.

### Modifying the Assessment Tool

When thinking about how to approach making improvements to the assessment tool and process, there are three priorities we kept in mind: 1) Increasing Efficiency, 2) Maximizing Effectiveness, and 3) Producing Results. Appendix F includes a revised version of the tool. The modifications were incorporated based on the findings from this process evaluation which includes input from the Equity

Office, the Equity Action Team's evaluation committee, City staff that participated in the survey and interviews and Dell Medical School staff.

### Increasing Efficiency

The assessment tool is considered efficient when the purpose is clear and it is easy to complete. Efficiency is valuable because departments are more likely to prioritize completing the tool if it is not viewed as a heavy administrative lift, costing departments a lot of extra time and tax dollars. The more efficiency that can be created in delivery of the assessment, the more priority it will be given and valuable it will be perceived. To increase efficiency, consider the following:

- **Inclusive and comprehensive trainings.** Host a kick-off meeting with each department to introduce the work of the Equity Office and the purpose of equity assessment tool. Include in the meeting all staff from multiple levels in the department who will be responsible for completing the tool. Provide resources that will help staff responsible for completing the tool identify where to go for information. Provide detailed instructions for answering each question so that participants have a document they can reference when completing the tool. If needed, have an additional training after the kick-off meeting where time can be taken to discuss each question and respondents have an opportunity to seek clarification. Consider offering or sharing additional training opportunities throughout the year to orient staff to the concepts being assessed (equity, community engagement, etc). Clearly communicate to departments that they are participating in the first year of the assessment, and that this is one of the first City wide efforts to measure equity in its policies and processes. Explain that the purpose of the assessment is NOT to score departments on their level of equity or compare them to one another. Clearly explain how the responses to the assessment are going to be used:
  - Collecting baseline data that departments can use to monitor their own progress over time,
  - Understanding budgeting needs,
  - Identifying areas of improvement where the equity office can offer assistance, and
  - Gathering and sharing successful strategies from departments to improve equity.
- **Pre-populated data.** Some sections of the tool, specifically questions about the budget and employee and contractor demographics, are completed with data from other offices (Human resources, Finance, and Purchasing). This data could be compiled by staff from the Equity Office, pre-populating those fields prior to distributing the revised tool to departments. In this way, departments that are stewards of this information do not receive multiple requests for the same information. Since the goal of including those questions is for the respondents to reflect on that information, add a new question or set of questions to accompany the pre-populated fields specifically asking for the respondent to think and respond to the pre-populated data.
- **Data entry.** Provide both a word document and online form (such as Qualtrics or Survey Monkey) for participants to input responses. They can use the word document to collect information and copy the responses into the survey. Whatever online format is used, it should be able to upload attachments and avoid character limits. This will help with data entry as well as allow the equity office to easily save and aggregate responses.

### Maximizing Effectiveness



To maximize effectiveness the tool must include questions that elicit the information intended, and that information must be valuable. When the data collected answers questions that are important to the Equity Office and the City Departments participating in the assessment, it is more likely to be used to make improvements. To maximize effectiveness, consider the following:

- **Streamline questions.** There were 3 questions about race/ethnicity that were similarly worded and could be converted into a chart with mostly pre-populated data and some blanks to fill in, rather than presented as 3 separate questions. This would allow for easier comparison of demographics across groups and encourage the respondent to focus on understanding the implications of the data instead of just collecting information. In addition, there were 8 budget questions throughout the tool that requested a specific amount and percentage allocated to an item. Consider combining all of the budget questions to a list of items for each question that asks specifically for an amount and percent allocated.
- **More close-ended options.** The assessment included mostly open-ended questions requiring written responses. Many questions were answered “not applicable” because they didn’t have a specific process or budget line item. Including some closed-ended questions (yes/no, categories and checkboxes), could make it easier for departments to respond to multiple questions. When information is collected this way it is easier to aggregate responses, make comparisons, and monitor progress over time. If the tool is inputted into a survey platform, skip patterns can be included so that when the response is “No,” no additional information is requested, and when the respondent answers “Yes,” other questions appear and more detail can be provided.
- **Identify thought exercises.** Several questions were included in the tool as thought exercises, which were intended for the respondent to reflect on a certain concept and then provide a thoughtful response, rather than report on an existing procedure. However, these questions were not clearly identified as thought exercises and many were not answered or were answered incorrectly. In order to get the desired response, these questions could be identified by a certain icon, and/or all have similar wording such as “Think about...” that clearly identifies them as reflection questions. That way, departments can participate in the process of developing their own ideas about how to improve equity and are more likely to implement them.
- **Confusing and redundant questions.** Several questions were worded in such a way that it was unclear to the respondent what type of response should be provided. Some questions used new terms that respondents may not be familiar with or used different terms in different questions to describe the same idea. Other questions were written so similarly that respondents had a hard time differentiating them and provided the same response for slightly different questions. Finally, a few questions were listed out one by one when they could have easily been converted into a chart or table instead. A revised version of the tool, included as Appendix F, includes modifications to question wording to make them more understandable and capture the intended response.

### Producing Results

The assessment produces the desired results when it can be used to make changes at the City level and inform policies, processes and budget priorities. This is valuable because information in the assessment has a trickle down affect, first impacting City policies and procedures, then City programs and in turn Austin residents.

- **Tool as intervention.** One indirect outcome of the assessment is that the tool is an intervention in and of itself. Going through the process of completing the tool, even without making changes has an impact on the individuals participating. They have the opportunity to learn new terms, think about equity from a different perspective and critically view their policies and procedures. This process makes them ask questions that they wouldn't have otherwise asked. Therefore, we can assume that going through the process of completing the tool can have a demonstrable outcome within city departments. Therefore the preparation and training to orient departments to the assessment and going through the process of completing the tool is just as important as the data collected from departments through the assessment tool. This concept will be explored further in the outcome evaluation.
- **Information Sharing.** One idea that came out of the participant interviews was to reconvene all the departments that responded to the assessment so that they can share and discuss what they learned and what changes they are planning to make. Several participants said that they would also like to know the results of the assessment, not just for their own departments, but from the other departments that completed the assessment as well. They suggested receiving a report or presentation. These two ideas could be combined into both a reporting back of the results, and an opportunity for staff to share what immediate changes were made and opportunities were discovered. In this way, the participating departments can learn from each other and apply this knowledge to make an impact in their own departments. It can also serve as an opportunity to collect qualitative data on the immediate impact of the tool for the outcome evaluation.

## Conclusion

This process evaluation addressed the strategies used by departments to complete the assessment and ways to improve the data collection process and contents of the tool to improve the quality and utility of responses. Eight departments participated in this pilot phase, including Austin Public Health, Parks and Recreation, Economic Development, Human Resources, Library, Public Works, Transportation, and Water. Each department completed the assessment based on their own structures and existing processes and were generally pleased with the way the assessment was completed. Departments provided feedback on how the Equity Office could better support them in understanding and completing the assessment. They also shared ideas for how the tool could be improved and what they would like to see happen as next steps.

A combination of feedback from staff and a thorough review of the assessment tool and initial responses revealed several areas where the content of the tool could be improved in order to minimize inefficiencies in the data collection process, maximize effectiveness of the questions and produce meaningful results with the data. Appendix E was developed to compare and contrast questions that were easier or more difficult to answer with specific feedback and Appendix F provides a tool revision with the recommended modifications, such as changing the formatting, wording and order of questions.

With the Equity Assessment Tool, the Equity Office has taken on the challenge of measuring the effects of historical inequities in policies and procedures and preventing inequitable policies from continuing in the City of Austin. The assessment tool allows them to gather critical information and work with departments to revise inequitable policies and create new policies that are more equitable for the

residents of Austin. The implementation of the Equity Assessment Tool is a major step forward in the process to make Austin one of the best places to live by working from within the structures and institutions that impact the entire city. As the tool rounds out its pilot phase, it can be modified on an ongoing basis incorporating the recommendations from the process evaluation to make quality improvements. In addition, after the outcomes are measured and tested, the assessment tool can serve as a standard for other cities to follow, broadening its impact and reach even further.

**EXHIBIT C**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### **Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

#### **Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 23rd day of July, 2018

CONTRACTOR  
Authorized  
Signature

Title

Dell Medical School

DocuSigned by:

Linda Shaunessy

D9E4716847F042B...

Businesss Contracts Administrator

**EXHIBIT D**

**City of Austin, Texas**

**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

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

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

Dated this 23rd day of July, 2018

CONTRACTOR

Authorized  
Signature

Title

Dell Medical School

DocuSigned by:

Linda Shaunnessy

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Businesss Contracts Administrator



## City of Austin Purchasing Office

### Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: 6/8/2018

DEPT: Management Services – Equity Office

TO: Purchasing Officer or Designee

FROM: Brandon Kroos

PURCHASING POC:

PHONE: (512) 974-9077

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 unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ 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 a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: \_\_\_\_\_

## 2. Describe this procurement

- What it is for and why it is needed?
- Describe the following (as applicable):
  - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:**
    - Provide description of the event leading to the procurement and a business justification for this purchase.
    - What would be the impact to department operations and the community if this purchase was not made?
    - How and why this vendor was selected?
  - **For Professional, Personal, or Planning Service Exemptions:**
    - Why is the vendor the most qualified to provide the services?
    - Does this vendor have a history of working with the City? If so, was it on this particular service?
    - Will this procurement be component of a larger service or phases of service?
    - Is the vendor a City of Austin local vendor?
    - Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?
    - What qualifications, certifications, or specialized training does the vendor have?
    - What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?
    - What other vendors can provide these services and why are they not the best fit for the contract?
  - **For Other Exceptions from Chapter 252.022:**
    - Explain the circumstances of the procurement.
  - **Prices were determined to be reasonable based on the following (select all that apply):**
    - ☐ Prices are established under a current Cooperative contract.  
Notes: At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
    - ☒ Prices are the same or similar to current City contract.  
Notes: Recent "Consulting Services" contracts:  
CT - 5800 - 16060700668-1 "Pay Equity Study" to Gallagher Benefit Services  
CT - 7300 - 17040500423 "REVIEW OF TEXAS GAS SERVICE" to Fox, Smolen, & Associates, Inc.  
CT - 7400 – 15111700096 "CONSULTING FOR DEFERRED COMP PLAN" to The Retirement Store, Inc.
    - ☐ Prices are the same or similar to current contract with another government.  
Notes: At a minimum, note the contract number, title and government that created the contract.
    - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.  
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
    - ☐ Prices are established by law or regulation.  
Notes: At a minimum, note the legal or regulatory reference that established the prices.



**What it is for and why it is needed?**

- This exemption is for a third-party analysis of City departmental responses to the Equity Assessment Tool. This is needed because the Equity Office lacks the staff resources to perform the analysis in-house, and may risk the perception of politicizing the process in being critical or praising certain departments over others.

**Why is the vendor the most qualified to provide the services?**

- The Center for Place-Based Initiatives (CPBI) at the Dell Medical School is most qualified for these services because they have the local background and knowledge of the City of Austin, while remaining separate from the political structure of the City of Austin.

**Does this vendor have a history of working with the City? If so, was it on this particular service?**

- Yes, during the Pilot phase of the Equity Assessment, the CPBI provided an outcome analysis and process analysis pro bono.

**Will this procurement be component of a larger service or phases of service?**

- No.

**Is the vendor a City of Austin local vendor?**

- No.

**Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?**

- No.

**What qualifications, certifications, or specialized training does the vendor have?**

- The vendor has been involved with the City of Austin Equity Office since its inception, helping to co-create the Assessment Tool and as a collaborator with the Equity Action Team; the community organization which supports and holds the Equity Office accountable.
- One of the areas of focus for CPBI is "Addressing systemic challenges rooted in unfair economic policies, discrimination and other social determinants of health that drive health inequities. The center's aim is to implement local solutions and scale those that improve the health of surrounding communities."

**What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?**

- Council Resolution No. 20150507-027 calls for the development and use of an equity tool to be used across departments. Failure to obtain a contract to analyze this tool would result in a significant delay in performing the requirements of the Resolution.

**What other vendors can provide these services and why are they not the best fit for the contract?**

- Some other local vendors who could provide these services are Yates Consulting Inc., Woollard Nichols and Associates, and Thomas Costello. However, these other vendors do not have the same background knowledge or experience working with the Equity Office framework or lessons learned from the pilot Assessment. This experience is invaluable, as the process and Equity Assessment Tool have been revised substantially as a result of a process analysis by the vendor.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☐ Scope of Work or Statement of Work (if applicable)
- ☒ Vendor's proposal/quote (if applicable)

150 hours at an hourly rate of \$60/hr = \$9,000

Task	Hours
Proposal development	10
Meetings, including prep and travel	10
Presentations or council meetings, including prep and travel	10
Data Collection (interviews with reps from 13 offices, including scheduling)	20
Data analysis (reviewing responses and interview data)	60
Report writing	40
TOTAL	150

- ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule

**July** – Receive response data from Equity Assessment Tool. Develop Evaluation proposal. Meet with Equity Office to discuss project and proposal.

**August** – Schedule and conduct interviews with City Departments.

**September** – Conduct thematic analysis of response data and interviews and create SWOTs of each department.

**October** – Draft report sent to Equity Office for review and comment. Meeting to discuss content of Draft report.

**November** – Equity office provides feedback, CPBI incorporates feedback.

**December** – Report is finalized and submitted to the Equity Office.

- ☒ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)

**Attached on email**

- ☒ Other supporting documentation

**Attached on email:** Outcome and Process Evaluations from the vendor on the first phase of the Equity Assessment.

4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:

(Vendor Name): Center for Place-Based Initiatives at the Dell Medical School, University of Texas at Austin  
for

(Description of Procurement): Outcome Analysis of Office Equity Assessment Tool

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

☐ This is a one-time request for \$ \_\_\_\_\_

☒ This is a multi-term contract request for 6 (# months for base term) in the amount of \$ 9,000 with 8 (# of renewal options) for \$ 9,000 each for a total contract amount of \$ 45,000.

Recommended  
Certification

Brandon Krause 6/11/2018  
Originator Date

Approved  
Certification

[Signature] 6-11-18  
Department Director or designee Date

\_\_\_\_\_  
Assistant City Manager / General Manager Date  
or designee (procurement requiring Council approval)

Purchasing Office  
Review

[Signature] 06/21/18  
Authorized Purchasing Office Staff Date

Purchasing Office  
Management Review  
(If required due to signature authority level)

\_\_\_\_\_  
Purchasing Officer or designee Date



MEMORANDUM

September 18, 2017

**To:** Whom It May Concern

**From:** Daniel H. Sharphorn

**Subject:** Insurance and Indemnification of The University of Texas System

The following information accurately summarizes the current state of affairs with respect to certain insurance and indemnification matters governing the academic and health institutions of The University of Texas System.

The University of Texas System is composed of 14 institutions, as well as UT System Administration. As an agency of the State of Texas, The University of Texas System is precluded from granting full indemnity in an agreement with another entity. This preclusion has two bases, the first of which is the Texas Constitution. Primarily, Article 3, Sections 50-52, of the Constitution generally provide that the State has no power to give, lend, or pledge the credit of the State to any person, association, or corporation.

The second basis for the preclusion is the doctrine of sovereign immunity, which, although abrogated in other states, continues to be the rule in Texas. A governmental unit, such as a University of Texas System institution, is immune from suit and liability unless the State (i.e. the Legislature) consents to the suit. *Dallas Area Rapid Transit v. Whitley*, 104 S.W.3d 540, 542 (Tex. 2003). Legislative consent to suit, whether expressed by statute or otherwise, must be given in clear and unambiguous language. Tex. Gov't Code § 311.034; *University of Texas Medical Branch v. York*, 871 S.W.2d 175, 177 (Tex. 1994).

Employees of The University of Texas System are provided workers' compensation insurance coverage under a self-insured, self-managed program as authorized by the Texas Labor Code, Chapter 503.

The University of Texas System purchases automobile liability insurance for all University-owned, -hired and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage. As discussed below, these damage limits are set by statute. The University of Texas System retains the right to self-insure automobile liability in the future if it is deemed to be in its best interest.

Because of the doctrine of sovereign immunity, The University of Texas System, an agency of the State of Texas, does not purchase general liability or employer's liability insurance for *alleged torts committed by its employees who act within the scope of their employment, except in limited circumstances*. However, the Texas Tort Claims Act ("the Act"), Chapter 101 of the Texas Civil Practice and Remedies Code, does provide a limited waiver of sovereign immunity for claimants



who make tort claims under its provisions. These claims fall into two general areas: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment, and (ii) injuries arising out of conditions or use of property.

The University of Texas System's liability under the Act is limited. Under the Act, liability in cases of personal injuries or death is limited to a maximum amount of \$250,000 per person and \$500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is \$100,000 for each single occurrence.

This memorandum is intended only for use by The University of Texas System institutions and UT System Administration and their intended recipients. Subject to applicable law, this memorandum may not otherwise be disclosed by the recipient to third parties without the prior consent of the Office of General Counsel of The University of Texas System. This memorandum may be relied on as accurate only as of the date it is issued. The University of Texas System assumes no obligations to update this information and the recipient acknowledges that this information may be subsequently rendered inaccurate by statutory changes and other matters beyond the control of The University of Texas System.