



Amendment No. 3
to
Contract No. MA 5300 NG200000007
for
Urban Forest Grant Management Services
between
Austin Community Foundation
and the
City of Austin

1.0 The City hereby exercises this Unilateral Extension option for time only for the above referenced contract. The option will be effective January 15, 2022 through January 14, 2023. Two options will remain.

2.0 The extension is for time only. The total contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 01/15/2020 – 01/14/2021	\$750,000	\$750,000
Amendment No. 1: Option 1 Extension 01/15/2021 – 01/14/2022 Administrative Increase FY2021	\$450,000 +50,000 \$500,000	\$1,250,000
Amendment No. 2: Increase	\$4,750,000	\$6,000,000
Amendment No. 3: Option 2 Extension 01/15/2022 – 01/14/2023	\$0.00	\$6,000,000

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

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Al Drayton

Digitally signed by Al
Drayton
Date: 2022.01.10 11:01:22
-06'00'

Sign/Date

Al Drayton
Procurement Specialist III

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

Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2022.01.10 11:09:11 -06'00'

Sign/Date:

, 1.10.2022

Cyrenthia Ellis
Procurement Manager

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



Amendment No. 2
to
Contract No. MA 5300 NG200000007
for
Urban Forest Grant Management Services
between
Austin Community Foundation
and the
City of Austin

1.0 The City hereby amends the above referenced contract to increase total Contract amount to not to exceed \$6,000,000 and amended as follows.

1.1 Section 3.1.2

"In subsequent extension option years of the Contract, \$450,000 will be transferred annually :
\$16,500 of this amount will be for fees for service and
\$433,500 will be reserved for Grants"

To:

"Anticipated \$1,300,000.00 increase will be transferred annually and distributed amongst Large Grant Fund and General Grant Fund, beginning with option 2, starting on January 15, 2022, of the contract."

1.2 Section 3.1.3

"Over the course of this Contract, for up to five years, the total Contract amount will be \$2,550,000:
\$87,000 of this amount will be for fees for service and
\$2,463,000 will be reserved for Grants"

To:

"Over the remaining course of this Contract, for up to five years, the total Contract amount shall not exceed \$6,000,000."

1.3 Section 3.2.1 Timing

Funds will be transferred annually or as funds allow.

1.4 Remove section 3.2.1.2.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 01/15/2020 – 01/14/2021	\$750,000	\$750,000
Amendment No. 1: Option 1 Extension 01/15/2021 – 01/14/2022 Administrative Increase FY2021	\$450,000 +50,000 \$500,000	\$1,250,000
Amendment No. 2: Increase	\$4,750,000	\$6,000,000

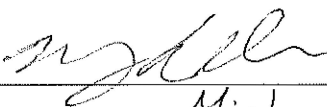
3.0 MBE/WBE goals were not established for this contract.

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 4/29/21
Printed Name: Michael Nellis
Authorized Representative

Austin Community Foundation
4315 Guadalupe Street, Suite 300
Austin, Texas 78751

Signature & Date:

Cyrenthia Ellis Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing
Office, email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2021.05.05 17:41:10 -05'00'
Cyrenthia Ellis, Purchasing Manager
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. MA 5300 NG200000007
for
Urban Forest Grant Management Services
between
Austin Community Foundation
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective January 15, 2021 through January 14, 2022. Three options will remain.
- 2.0 The total contract amount is increased by \$500,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/15/2020 – 01/14/2020	\$750,000	\$750,000
Amendment No. 1: Option 1 Extension 01/15/2020 – 01/14/2021 Administrative Increase FY2021	\$450,000 +50,000 \$500,000	\$1,250,000

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

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

Printed Name: _____

Authorized Representative

Sign/Date: Cyrenthia Ellis
Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing
Office, email=Cyrenthia.Ellis@cityofaustin.gov, c=US
Date: 2020.12.07 13:37:48 -0600

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

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Austin Community Foundation
For
Urban Forest Gant Management Services
MA 5300 NG200000007**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Austin Community Foundation ("Contractor"), having offices at 4315 Guadalupe Street, Suite 300, Austin, Texas 78751.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Consistent with the Independent Contractor provisions of Section 7.17 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, will promptly review any written reports submitted by the Contractor, and will review and approve all grant fund transfers, as appropriate. The City's Contract Manager will 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 will be Jonathan Barona, Phone: 512-220-1132, Email Address: jbarona@austincf.org. The City's Contract Manager for the engagement will be Jason Traweek, Phone: (512) 974-2332, Email Address: jason.traweek@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 will 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 as specified in the Scope of Work (SOW) attached as Attachment A.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** Grant funds shall be advanced in accordance with the agreed upon plan outlined in this section and Attachment B. In consideration for the services to be performed under this Contract, the Contractor shall be paid in accordance to the agreed upon plan outlined in this section and in Attachment B.

- 3.1.1 In the initial year of the contract, \$750,000 will be transferred:
 - \$21,000 of this amount will be for fees for service and
 - \$729,000 will be reserved for Grants

- 3.1.2 In subsequent extension option years of the Contract, \$450,000 will be transferred annually: \$16,500 of this amount will be for fees for service and \$433,500 will be reserved for Grants
- 3.1.3 Over the course of this Contract, for up to five years, the total Contract amount will be \$2,550,000: \$87,000 of this amount will be for fees for service and \$2,463,000 will be reserved for Grants.

3.2 These steps detail the process for the City of Austin (COA) to transfer funding to Austin Community Foundation (ACF) for the purpose of managing the balance of funds that support the Urban Forest Grant.

3.2.1 Timing

Funds will be transferred twice a year and as needed to maintain adequate fund balance.

3.2.1.1 1st transfer: initiate October 1st

3.2.1.2 2nd transfer: initiate April 1st

3.2.2 Funds + Fees

There are two different types of funds associated with the Urban Forest Grant with different fees for ACF's administrative services. The funds and fees are as follows:

3.2.2.1 Large Grant Fund: 1.5 percent fee (1.5%)

3.2.2.2 General Fund: 8 percent fee (8%)

3.2.2.3 Fees are assessed based on the amount of funding deposited.

3.2.3 Transfers

When transferring funding, COA staff will identify:

3.2.3.1 The amount of funding for each category of fund

3.2.3.2 The amount of fees associated

3.2.4 Funding for grant projects will use object code 7102 (agricultural). Fees will be listed under object code 5860 (professional services).

3.2.5 Sample transfer breakdown:

Type of fund	Total \$ Amount Transferred	Fee Amount (Obj. code 5860)	Fund Amount (Obj. code 7102)
Large Grant Fund	\$200,000	\$3,000	\$197,000
General Fund	\$100,000	\$8,000	\$92,000

3.3 Invoices/Administrative Fee. Contractor shall not invoice the City for Services.

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

3.6 Contractor shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Contractor shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Contractor's governing body.

3.7 If Contractor is not subject to the Single Audit Act, and expends \$750,000 or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall commence upon execution by the City ("Effective Date") and shall remain in effect for an initial 12 months. The Contract may be extended beyond the initial term for up to four (4) additional 12 months periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period.

4.1.2 Upon expiration of the contract, 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, 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.

4.7 Fund Agreement. The Fund created to support this project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgement of the governing body (without the necessity of the approval of any participating trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. The Fund shall be governed by the terms of Attachment F (Special Project Fund Agreement), Attachment G (First Amendment to Special Project Fund Agreement), and any subsequent Special Project Fund Agreement that shall be mutually agreed to by both Parties.

- 4.7.1 This Contract modifies the Special Project Fund Agreement to extend its term by deleting Section 13 of the Fund Agreement and replacing such Section with the sentence "13. Term. This Agreement remains in effect until January 31st, 2025." Except as so modified, all other terms of the Fund Agreement remain in full force and effect.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply. For the avoidance of doubt, references to "Subcontractor" or "subcontractor" contained in this Contract will not be deemed to include any grantee, vendor or other third party to which Contractor, at the direction of the City, awards funds or otherwise engages in the fulfillment of its responsibilities as set out in this Contract.

5.1.1 General Requirements.

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

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

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

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

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

5.1.1.6 The Contractor shall require that all Subcontractors obtain and maintain, throughout the term of their Subcontractor agreement, insurance in the type required by this Contract and in the amounts appropriate for the amount of the Subcontractor agreement with the City being a named insured as its interest shall appear.

5.1.1.7 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

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

OR

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

5.1.1.10 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

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

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

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

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

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

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

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

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

5.1.2.1.2 Contractor/Subcontracted Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No 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.

5.2.1 **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.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

5.4 **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.

5.5 Delays.

5.5.1 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.

5.5.1 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.

5.6 **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.

5.7 **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 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreements and the required information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

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, gross negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse 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 2nd Street, 4th 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: Phyllis Benitez, Procurement Specialist III

P O Box 1088

Austin, TX 78767

To the Contractor:

Austin Community Foundation

ATTN: Jonathan Barona, Contract Manager

4315 Guadalupe Street, Suite 300

Austin, TX 78751

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 **Political and Sectarian Activity.** No portion of the funds received by the Contractor under this Contract shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

7.16 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Contractors. Contractor and its Subcontractors agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at <https://www.minorityhealth.hhs.gov/>

7.16.1 In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individual with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>

7.17 **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.

7.18 **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.

7.19 **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.

7.20 **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.

7.21 **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.

7.22 **Dispute Resolution.**

7.22.1 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.

7.22.2 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.

7.23 **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

7.29 Order of Precedence. The Contract includes, without limitation, Attachment A – Scope of Work, Attachment B – Service Quote 2020-2025, Attachment C – City of Austin Records Control Schedule, Attachment D – 0800 Non-Discrimination and Non-Retaliation Certification, Attachment E – 0805 Non-Suspension or Debarment Certification, the Contract, 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 this document;
- 7.29.2 the Scope of Work (Attachment A);
- 7.29.3 the Service Quote (Attachment B);
- 7.29.4 Attachment C through G

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

Austin Community Foundation

By: [Signature]
Signature

Name: Michael Nellis
Printed Name

Title: CEO

Date: 1/14/2020

CITY OF AUSTIN

By: [Signature]
Signature

Name: Cyrentha Ellis
Printed Name

Title: Procurement Manager

Date: 1.15.2020

List of Attachments

Attachment A	Scope of Work
Attachment B	Service Quote 2020-2025
Attachment C	City of Austin Records Control Schedule
Attachment D	0800 Non-Discrimination Certification
Attachment E	0805 Non-Suspension or Debarment Certification
Attachment F	Special Project Fund Agreement (20 pages)
Attachment G	First Amendment to Special Project Fund Agreement (17 pages)

ATTACHMENT A - Scope of Work

MA 5300 NG200000007

Description: Urban Forest Grant Fund Administration

1.0 Introduction

About the Urban Forest Grant

The Urban Forest Grant (UFG) was established to promote conservation and improvement projects that benefit Austin's urban forest. This program is supported by the Urban Forest Replenishment Fund (UFRF), which was created to mitigate the impact of tree removals. The UFG enhances the urban forest through projects associated with tree planting, education, public service announcements, award programs, disease control, inventorying, and other related efforts.

Funds for the UFG are managed by a grant administration service on behalf of the City of Austin. This service provider receives funds from the City and awards grants to applicants in consultation with the City of Austin.

2.0 Purpose

The purpose of this contract is for a single entity to provide grant fund management services for the City of Austin's UFG. These services will provide the mechanism through which community members can apply for and receive grants for community forestry projects, as well as providing a system for City of Austin staff to review and track the progress of projects.

3.0 Background

The Austin City Council approved the Tree and Natural Area Protection Ordinance in 1983 with the focus to minimizing impacts to existing trees during development planning and construction. The UFRF was established in 2003 to assist with satisfying mitigation requirements when trees are permitted to be removed and cannot be mitigated on the same site. In 2007 enhancements were created to allow expenditures of the fund. The UFG was created in 2008 as a mechanism to make tree mitigation resources available to fund community forestry initiatives. At that time the City began contracting services to disseminate UFG funding. As technology has evolved, so has the grant program. Future grant management services will be required to provide up-to-date online technology.

4.0 Contractor's Responsibilities

4.1 Special Project Fund Services:

- 4.1.1 Contractor shall create and host a customized online grant application for the UFG.
- 4.1.2 Contractor shall provide customized and branded award letters and contracts to grant recipients.
- 4.1.3 Contractor shall process accounts payable for grant awards within 15 business days.
- 4.1.4 Contractor shall provide a reporting system for applicants, including sending out automatic reporting reminders.
- 4.1.5 Contractor shall provide online account access for City of Austin staff to review applications and receive project reporting due 60 days from Contract execution.
- 4.1.6 Contractor shall provide online account access for City of Austin staff to monitor grant fund financial activity and generate detailed financial reports due 60 days from Contract execution.

- 4.1.7 Contractor shall retain and maintain financial records related to distribution and deposit of funds through an accounting system which meets or exceeds the City of Austin's protocols as attached as Attachment C, City of Austin Records Control Schedule.
- 4.1.8 Contractor shall accept, receive and deposit charitable donations that will be used for funding UFG projects into the UFG fund.
- 4.1.9 Contractor shall adhere to the fees for the services as defined in the Service Quote 2020-2025 attached as Attachment B.
- 4.1.10 Contractor shall establish two separate funds in support of the UFG.

4.2 City's Responsibilities

- 4.2.1 City will provide specifications for online grant applications.
- 4.2.2 City will assess available funding for grants and transfer grant funds to the vendor annually based on City's fiscal year (October 1 through September 30).
- 4.2.3 City will review grant applications and direct the vendor which projects to award funding.
- 4.2.4 City will track project reporting.
- 4.2.5 City will work with applicants on project idea feasibility and development before applying.
- 4.2.6 The City shall have the right to audit the records of the Fund upon no less than three business day notice, during regular business hours.

5.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Online grant application	Create and host a customized online grant application	60 days	Launched for public use	4.1.1
Grant application processing	Have a system in place to receive and process grant applications	60 days	In place for the first grant request	4.1.2; 4.1.3; 4.1.4
Online account management	Provide online account management access and tools for the City of Austin	60 days	City of Austin approval	4.1.5 and 4.1.6
Receive charitable donations	Provide a mechanism to receive community donations	45 days	Launched for public use	4.1.7

6.0 **Special Project Fund Agreement**

In providing its services under the Contract, Contractor will be administering certain grant funds provided by the City as described in Section 3 of the Contract. Such grant funds will be contributed to Contractor to be held in a Special Project Fund, as described in a Special Project Fund Agreement executed January 20, 2010 and amended by the First Amendment to Special Project Fund Agreement executed on November 30th 2018 (collectively, the "Fund Agreement").

The Fund Agreement contains provisions regarding the ownership and administration of grant funds and is executed separately by City and Contractor. The Special Project Fund created to support this project is a component fund of the Contractor and its assets are assets of the Contractor. The Special Project Fund is subject to the Contractor's governing instruments including the Contractor's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

URBAN FOREST GRANT PROGRAM

Service quote 2020-2025



As part of the Special Project Fund Agreement between Austin Community Foundation and Urban Forest Grant Program, ACF will provide services listed on the Scope of Services document for the Urban Forest Grants Large Grant Fund and Urban Forest Grants General Fund. Services include but are not limited to:

- / Accepting and receipting charitable donations
- / Processing accounts payable
- / Process and pay grants
- / Online account access
- / One customized online grant application form (option to edit form annually)
- / Customized and branded award letters, contracts and required reporting (option to edit annually)

Fee projections

Fees are calculated as a percent of deposit based on fund type and capabilities. The Urban Forest Grants Large Grant Fund is currently feed at 1.5% of deposit and the Urban Forest Grants General Fund is feed at 8% of deposit. Below are fee projections for 2020-2025 based on projected activity:

		Large grant fund	General grant fund	Total
2020	Transfers	\$600,000	\$150,000	\$750,000
	Fees	(\$9,000)	(\$12,000)	(\$21,000)
	Available for Grants	\$591,000	\$138,000	\$729,000
2021	Transfers	\$300,000	\$150,000	\$450,000
	Fees	(\$4,500)	(\$12,000)	(\$16,500)
	Available for Grants	\$295,500	\$138,000	\$433,500
2022	Transfers	\$300,000	\$150,000	\$450,000
	Fees	(\$4,500)	(\$12,000)	(\$16,500)
	Available for Grants	\$295,500	\$138,000	\$433,500
2023	Transfers	\$300,000	\$150,000	\$450,000
	Fees	(\$4,500)	(\$12,000)	(\$16,500)
	Available for Grants	\$295,500	\$138,000	\$433,500
2024	Transfers	\$300,000	\$150,000	\$450,000
	Fees	(\$4,500)	(\$12,000)	(\$16,500)
	Available for Grants	\$295,500	\$138,000	\$433,500

Cumulative total 2020-2025:

	Large Grant Fund	General Grant Fund	Total
Transfers	\$1,800,000	\$750,000	\$2,550,000
Fees	(\$27,000)	(\$60,000)	(\$87,000)
Available for Grants	\$1,773,000	\$690,000	\$2,463,000



City of Austin Records Control Schedule CERTIFICATION AND ACCEPTANCE

Section 1 TYPE OF FORM		Section 2 DEPARTMENT INFORMATION	
<input type="checkbox"/> Original filing <input checked="" type="checkbox"/> Amended Schedule <input type="checkbox"/> Amendment to Schedule		Department	Planning Development and Review
		Division, Unit or Office	All
Number of pages in the form	29	Records Administrator	Sylvia Arzola
Date of form	3/3/2015	Address	P.O. Box 1088
Date of previous approved schedule, if applicable	See footer	City and Zip Code	Austin 78767
		Telephone	512-974-2210
Section 3 LOCAL GOVERNMENT CERTIFICATION			
<i>The attached document of the type indicated above was submitted to the City's Records Management Committee for approval pursuant to the agreement with the Texas State Library and Archives Commission (TSLAC). The attachment contains only those records series that have previously been approved by TSLAC and/or do not increase retention 5 years beyond the recommendations made by TSLAC in the Records Retention Schedules for Local Governments. As the City's Records Management Officer, I certify that the items listed on the records control schedule meet the minimum state requirements and have been approved by the City's Records Management Committee in accordance with the City's Records Management Ordinance and the Committee's Standard Operating Procedures.</i>			
Name and Title	Jannette Goodall, Records Manager		
Signature		Date	3/3/2015



Local Government Records Control Schedule

SLR 500

*Form SLR 540 must
accompany this form.*

Page 1 of 29

Date: 3/3/2015

Name of
Government **City of Austin**

Department: Planning and Development Review

Division/Office: All Divisions

TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
GR1025- 26(b)	FIN01-05B	ACCOUNTS PAYABLE RECORDS Capital Expenditures Records documenting capital improvements, capital equipment and fixed asset purchases. May include payment vouchers, invoices, manual warrants, cash receipts and other supporting documentation of disbursement of City funds for capital related projects.	FYE + 10 years	FYE = Fiscal year end of the completion of project or date of disposal of the asset. Custodian is the department finance unit.	
GR1025- 26(a)	FIN01-31A	ACCOUNTS PAYABLE RECORDS Credit Card and Petty Cash Payments Records that document the disbursement of City money for employment-related expenses. Includes ProCard logs, Fuel Card payment records, vendor invoices and supporting documentation and similar records that document use of City credit cards and petty cash funds.	FYE + 5 years	FYE = Fiscal year end. Custodian is the department finance unit.	V

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GR1025- 26(a)	FIN01-30B	ACCOUNTS PAYABLE RECORDS Vouchers and Invoices Department Finance Unit Copy Payment vouchers, vendor invoices, manual warrants and supporting documentation, and similar records that document the disbursement of City money including reimbursement to employees for travel and other employment-related expenses.	FYE + 3 years	FYE = Fiscal year end. Custodian is Financial Services Department: Controller's Office.	
GR1025- 27(d)	FIN05-10A	ACCOUNTS RECEIVABLE RECORDS Cash Sureties Records related to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater) or other required deposits. Includes Fiscal Surety files.	FYE + 5 years	FYE = Fiscal year end of termination of service or refund of deposit. Custodian is the department finance unit.	
GR1025- 27(a)	FIN05-20A	ACCOUNTS RECEIVABLE RECORDS General Records documenting money owed to or received by a City department. Includes statements, billing registers, receipt books, daily cash reports, cash receipts, cash drawer reconciliations, and other similar records. Includes account receivable records retained by custodian PDR: Accounting/Fiscal Surety department.	FYE + 5 years	FYE = Fiscal year end of date of receipt. Custodian is the department finance unit.	V

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GR1025- 27(a)	FIN05-20B	ACCOUNTS RECEIVABLE RECORDS General Division Copy Records documenting money owed to or received by a City department. Includes statements, billing registers, receipt books, daily cash reports, cash receipts, cash drawer reconciliations, and other similar records.	FYE + 1 year	FYE = Fiscal year end. Custodian is the department finance unit.	
GR1000- 01(a)2	GAR25- 30A	AGENDA Open Meetings Agenda of open meetings including Council, Boards and Commissions.	PM	PM = Permanent. Council agenda: Custodian is Office of the City Clerk. Boards & Commissions: Prior to January 2010, the department liaison is the custodian and required to retain the record for 2 years as per previous State requirements. January 2010 and forward, the Office of the City Clerk is the custodian and the retention period was increased to permanent as per State requirements. Note: Records are microfilmed on a regular basis with a copy of the film sent to the History Center.	H
GR1000- 22	LEG05-05B	ANNEXATION, DISANNEXATION, ABOLITION RECORDS Records relating to the annexation or disannexation of territory to or from a local government, to its abolishment or other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records. Includes Extra Territorial Adjustment records.	AV	AV = End of administrative value Custodian is the Office of the City Clerk.	

RCS1402, Amended Filing, approved 3/3/2015, Supersedes: RCS1410 (approved 9/21/2007), RCS1415 (approved 4/19/2013), RCS1420 and RCS1430 (approved 11/16/2007), RCS1425 and RCS1435 (approved 8/17/2007)

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GR1075-01(b)	FIN65-15B	BID RECORDS Unsuccessful Unsuccessful bids, including invitations to bid, requests for proposal, bid bonds and affidavits, bid sheets, and similar supporting documentation.	FYE + 1 year	FYE = End of fiscal year. Custodian is the creating department or Financial Services Department: Purchasing Office as applicable.	
PW5250-01(a)	WRK06-05A	BLUEPRINTS AND SPECIFICATIONS Commercial and Non-Resident Blueprints and Specifications submitted by building contractors or property owners when applying for building permits and as-builts submitted for issuance of certificates of occupancy. Includes approved blueprints and specifications.	PM	PM = Permanent Custodian is the creating department.	V
PW5250-01(b)	WRK06-10A	BLUEPRINTS AND SPECIFICATIONS Residential For residential building permits or certificates of occupancy.	AV	AV = End of administrative value. Custodian is the creating department.	V
GR1000-03(g)	GAR25-15A	BOARDS AND COMMISSIONS Meeting Backup Supporting documentation for Board and Commission meetings including correspondence and reports. Includes Board of Adjustment Case Review files, CIURs and requests for Council Action.	CYE + 2 years	CYE = Calendar year end. Prior to January 2010, the department liaison is the custodian and required to retain the record for 2 years as per previous State requirements. January 2010 and forward, the Office of the City Clerk is the custodian. Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.	V, AR

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GR1025-04(a); GR1025-04(b)	FIN20-20B	BUDGET RECORDS Annual and Special Annual and special budgets including amendments	FYE + 2 years	FYE = Fiscal year end. Custodian is Financial Services Department: Budget Office.	
GR1025-04(e)	FIN20-05B	BUDGET RECORDS Changes Budget change documentation including correspondence and supporting documentation for informal amendments made to a budget. All official amendments are captured in the budget retained under FIN20-20A (TSL RS item GR1024-04(a)), Budget Records -- Regular Budgets.	FYE	FYE = Fiscal year end. Custodian is Financial Services Department: Budget Office.	
GR1025-04(d)	FIN20-10B	BUDGET RECORDS Expenditures and Encumbrances Reports Encumbrance and expenditure reports which document actual expenditures and encumbrances against a budget. Includes various reports from the City's financial system of record.	FYE + 2 years	FYE = Fiscal year end. Custodian is Financial Services Department: Controller's Office.	
GR1025-04(c)	FIN20-30A	BUDGET RECORDS Work Papers Work papers created exclusively for the preparation of budgets. This includes the department's business plan.	FYE + 2 years	FYE = Fiscal year end to which the work papers relate. Custodian is the creating department.	
PW5250-02(a)	REG10-05A	BUILDING CODE VIOLATION RECORDS Alleged But Unfounded Records relating to violations of local building codes or ordinances, including documents verifying that the violation has been corrected.	AC + 1 year	AC = Determination that building regulations have not been violated. Custodian is the creating department.	

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PW5250-02(b)	REG10-06A	BUILDING CODE VIOLATION RECORDS Violations Records relating to violations of local building codes or ordinances, including documents verifying that the violation has been corrected. Includes Deficiencies and Stop Work Orders.	AC + 3 years	AC = Verification of correction of violation. Custodian is the creating department.	
PW5250-04(a)	REG20-15A	BUILDING PERMIT APPLICATIONS Granted Granted applications from property owners or contractors to erect new structures or to make alterations to existing structures. Records include General Permit applications, Capital View Corridor Records and Sidewalk Fee receipts.	AC + 5 years	AC = Grant of application or issuance of certificate of occupancy if required. Custodian is the creating department.	V
PW5250-06(a)	REG20-20A	BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY Copies of issued building permits and certificates of occupancy if a building permit log or a building master record is not maintained. Includes General Permits and Alternative Equivalent Compliance Determinations.	PM	PM = Permanent. Custodian of the permanent record is the department.	
PW5250-07	REG20-21A	BUILDING TRADES OCCUPATIONAL LICENSING RECORDS Applications, examinations, references, performance bonds, copies of licenses or permits or record of their issuance, and similar records relating to the issuance of occupational licenses to construction contractors and other members of the building trades, including electricians, plumbers, carpenters, welders, etc.	AC + 3 years	AC = Expiration, cancellation, revocation, or denial of the license. Custodian is the creating department.	

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GR1000-45	GAR02-01A	CALENDARS, APPOINTMENT AND ITINERARY RECORDS Calendars, appointment books and scheduling or itinerary records, purchased with City funds or maintained by staff during business hours that document appointments, itineraries and other activities of City employees.	CYE + 1 year	CYE = Calendar year end. Custodian is the creating department. Archival Review: Calendars, appointment and itinerary records of elected officials, executive staff and department directors are to be reviewed by the Austin History Center for historical value prior to destruction.	AR
	WRK30-15A	CHAPTER 245 RECORDS Case files used in determining eligible projects for grandfathering under Chapter 245 of the Local Government Code prior to application for permit. Includes inactive permits requiring cancellation.	AC + 10 years	AC = End of the legal and administrative value to the department. Custodian is the creating department. Retention Note: Final determination letters and official copies of the permits are retained as part of WRK30-05A.	V
PS4475-09(a); PW5225-04(b); PW5250-02(b)	REG05-05A	CITATIONS, NOTIFICATIONS OF VIOLATIONS AND WARNING NOTICES Copies of citations, notifications or warning notices sent or given to the owner, agent, or occupant of a structure or property to correct a violation found during an inspection, or to a license or permit holder to correct a violation found during a compliance check, including documentation verifying that the violation has been corrected. Includes Stop Work Order (SWO) enforcement files.	AC + 3 years	AC = Verification of correction. Custodian is the creating department.	

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GR1000-25; GR1075-01(a)	LEG20-10A	CONTRACTS, LEASES, AND AGREEMENTS General Records related to obligations under agreements, leases and contracts not negotiated by the City's Purchasing Departments. Example: Inter-local agreements. Includes records pertaining to the successful bid. Includes reporting documentation required by contract, including accounts payable records.	AC + 4 years	AC = Expiration/termination of the contract, lease or agreement. Custodian is the creating department.	
GR1000-26(a)	GAR02-20A	CORRESPONDENCE, INTERNAL MEMORANDA AND SUBJECT FILES Administrative Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics. Includes Air Quality, Commute Solutions and EJ correspondence.	CYE + 5 years	CYE = Calendar year end. Custodian is the creating department or receiving department for external (outside the City) correspondence. Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.	AR
GR1000-26(b)	GAR02-05A	CORRESPONDENCE, INTERNAL MEMORANDA AND SUBJECT FILES General Incoming/outgoing and internal correspondence pertaining to the regular and routine operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.	CYE + 2 years	CYE= Calendar year end. Custodian is the creating department or receiving department for external (outside the City) correspondence.	

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GR1000- 26(c)	GAR02- 25A	CORRESPONDENCE, INTERNAL MEMORANDA AND SUBJECT FILES Routine Correspondence and memoranda such as letters of transmittal, requests for publications, internal meeting notices or similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.	AC	AC = Required action is complete or the information is no longer valuable. Custodian is the creating department or receiving department for external (outside the City) correspondence.	
	GAR02- 15B	CUSTOMER ASSISTANCE FORMS (CAF) Records related to complaints, issues or requests received by the Mayor, Council Members or City Manager that do not fall under the Open Records requirements. The requests are entered into the City's ACAP (Automated Customer Assistance Process) for distribution among the appropriate City departments. Includes the request, date received, name of department the request was sent to, notes, supporting documentation and the response to the requestor.	CYE + 2 years	CYE = Calendar year end. Custodian is the City Manager's Office.	
GR1000- 47	GAR10- 15A	CUSTOMER SURVEYS Surveys returned by the customer or clients of a department, and the statistical data maintained rating the department or organizations performance. Includes travel surveys.	AC + 3 years	AC = Date completed survey is returned. Custodian is the creating department.	
PW5250- 09	WRK25- 05A	DEMOLITION RECORDS General Records relating to the demolition and clearance of buildings deemed unfit for occupancy and condemned, including demolition orders, inspection reports, notices to property owners, and any related court documents.	AC + 3 years	AC = Date of demolition. Custodian is the creating department.	

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	WRK30-05A	<p>DEVELOPMENT REVIEW RECORDS</p> <p>Records relating to the review and approval of site developments. Records include Site Construction Review files, Site Plan Review files and Construction Engineering Plans.</p> <p>Includes:</p> <p>Records relating to the review and approval of site developments, planned unit developments (PUDs), subdivision developments and General Permits. These records serve as the master case and subdivision review case files for site developments.</p> <p>Waivers to compatibility standards consisting applications to develop a site and blueprints and specifications; copies of property tax documentation, copies of authorizations of owners, and copies of covenants; easements, zoning ordinances, and fee receipts; notices of site plan application to all residents within 300 feet of development, approved site permits and plans; violation notices and corrections to plans resulting from inspections; and site plan logs and indexes.</p> <p>Engineering reports and drawings relating to water run-off and detention at site developments.</p> <p>Development of structures and roadways.</p> <p>Applications for Waterway Development; exemption certificates, landscape agreements, inspection reports, landscape certifications, letters, of credit, task check lists, correspondence, engineering assessment reports, technical work papers, sketches, final reports, tree removal applications, notices, and mailing lists; long forms for subdivisions for street, drainage, or other similar construction; short forms for subdivisions when there is no street or drainage construction and records used to determine if a lot was surveyed and legally configured prior to the adoption of subdivision rules and regulations.</p>	PM	<p>PM = Permanent.</p> <p>Custodian of the permanent record is PDR: Development Review.</p>	V

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	WRK30-05B	DEVELOPMENT REVIEW RECORDS Records relating to the review and approval of site developments. Records include Site Construction Review files, Site Plan Review files and Construction Engineering Plans.	AC	AC = Final approval of plan. Custodian of the permanent record is PDR: Development Review.	
GR1050-20	PER51-05A	EMPLOYEE RECORDS Grievance Records Records relating to the review of employee grievances against personnel policies, working conditions, etc.	CYE + 2 years	CYE = Calendar year end. Custodian is the department human resource unit.	
GR1050-09; GR1050-07; GR1050-03; GR1050-04; GR1050-20; GR1050-28(a)	PER30-20A	EMPLOYEE RECORDS Personnel Files General Records providing a history of each employee's employment with the City beginning with initial hire. Includes awards and commendations, certificates and licenses, disciplinary records, grievance records, copy of employment application, transcripts, accommodations for requests under the Americans with Disabilities Act (ADA) if applicable, etc. This also includes documentation for training required for the position held or for advancement. Includes employee records retained by custodian PDR: Human Resources division.	AC + 5 years	AC = Date of separation or termination. Custodian is the department human resource unit. When employees transfer from one department to another, their files should be transferred to the new department's human resource unit.	

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GR1050-09; GR1050-07; GR1050-03; GR1050-04; GR1050-20; GR1050-28(a)	PER30-20B	EMPLOYEE RECORDS Personnel Files General Records providing a history of each employee's employment with the City beginning with initial hire. Includes awards and commendations, certificates and licenses, disciplinary records, grievance records, copy of employment application, transcripts, accommodations for requests under the Americans with Disabilities Act (ADA) if applicable, etc. This also includes documentation for training required for the position held or for advancement.	AC	AC = Date of separation or termination. Custodian is the department human resource unit.	
GR1050-09	PER30-10A	EMPLOYEE RECORDS Recognition Records Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs.	CYE + 2 years	CYE = Calendar year end. Custodian is the creating department.	
GR1050-11; GR1050-14	PER35-10A	EMPLOYEE RECORDS Selection Records General Includes applications, transcripts, resumes, letters of reference, and similar documents submitted by an applicant. Also includes notes of interviews, applicant roster, eligibility list, test ranking sheets, and records documenting the filling of a vacant position.	AC + 2 years	AC = Receipt or creation of the record or the personnel action involved whichever is later. Custodian is the department human resource unit. Note: Applications and transcripts of all successful candidates should be transferred to the City's Human Resources Department.	

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PW5450-03	WRK35-05A	ENVIRONMENTAL QUALITY REVIEW RECORDS Environmental impact statements and related reports, including background materials and supporting documentation used in preparing statements and reports. Includes the Barton Springs Operating Permit.	PM	PM = Permanent. Custodian of the permanent record is the department.	V
GR1050-54(b)	PER49-05A	FAMILY AND MEDICAL LEAVE ACT RECORDS Records documenting leave requests under the family medical leave act (FMLA). Includes records pertaining to eligibility under FMLA.	CYE + 4 years	CYE = Calendar year end. Custodian is the department Human Resource Unit. 29 CFR 825.500	
GR1025-07(b); GR1025-07(c)	FIN40-10B	FINANCIAL REPORTS Final Annual reports and long range fiscal planning records.	FYE + 1 year	FYE = Fiscal year end. Custodian is Financial Services Department: Controller's Office.	
GR1025-07(a)	FIN40-05B	FINANCIAL REPORTS Interim Monthly, bimonthly, quarterly, or semi-annual fiscal reports.	FYE + 1 year	FYE = Fiscal year end Custodian is Financial Services Department: Controller's Office	
GR1025-08; HR4750-02(a)	FIN45-05A	GRANT RECORDS 3 Year Audit Period All records relating to grants with a 3-year audit period including: successful proposal, financial, time and attendance, performance, and compliance reports submitted to grantor or subgrantor agencies.	AC + 3 years	AC = Fiscal year end or other specified requirement of the grant whichever occurs last. Custodian is the creating department.	

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GR1025-08(a); GR1025-08(b); HR4750-02(a)	FIN45-10A	GRANT RECORDS 5 Year Audit Period All records relating to grants with a 5-year audit period including: successful proposal, financial, time and attendance, performance, and compliance reports submitted to grantor or subgrantor agencies.	AC + 5 years	AC = Fiscal year end or other specified requirement of the grant whichever occurs last. Custodian is the creating department.	
PW5450-05(c)(1); PW5450-05(d)(1); PW5450-05(c)(2); PW5450-05(d)(2); PW5450-05(l)	REG40-15A	IMMOVABLE STORAGE TANK SYSTEM RECORDS General information relating to the installation, upgrade of storage tank systems, tank integrity assessments, results of equipment and integrity tests, cathodic protection requirements and as-built drawings or plans depicting the sizes, dimensions, and locations of site features, system components, etc. Includes internal inspections, tank and piping tightness tests, and site assessments. Documentation of compliance with requirements for the permanent removal from service of a storage tank.	PM	PM = Permanent Custodian is the creating department.	V
PW5250-08; PW5275-01; UT5025-04	REG05-20A	INSPECTION REPORTS Reports of inspections carried out with reference to new construction; alterations to existing structures; code violations; septic tanks, catch basins, or other private sector water-related facilities; inspection of roads; streets; bridges; street lights; sidewalks; right of ways; and other projects, activities, or situations requiring inspection by local ordinance, excluding those reports that are made part of any other record group noted elsewhere in this part. Includes engineering concurrence letters.	CYE + 3 years	CYE = Calendar year end. Custodian is the creating department. Note: Investigation records pertaining to spills of hazardous materials are retained by WPD: Environmental Resource Management.	V

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	REG13-05A	INVESTIGATION RECORDS Violations Filed in Court Records of investigation by City Departments of violations that are filed with the Law Department or in Municipal Court for prosecution.	AC + 1 year	AC = Conviction or acquittal and/or the exhaustion of all appeals or expiration of time allowed for appeals. Custodian is the creating department.	
GR1050-21	PER30-40A	JOB EVALUATIONS AND PERFORMANCE APPRAISALS Records documenting employees' job performance including Success Strategy Performance Review (SSPR) plans, Performance Improvement Plans (PIP), and any other records used to evaluate employees' job performance. Includes job evaluations retained by custodian PDR: Human Resources division.	AC + 5 years	AC = Until superseded or date of separation, whichever comes first. Custodian is the department human resource unit or human resources single point of contact (SPOC). By regulation - 29 CFR 1620-32(c)	
GR1050-21(b)	PER30-40B	JOB EVALUATIONS AND PERFORMANCE APPRAISALS Records documenting employees' job performance including Success Strategy Performance Review (SSPR) plans, Performance Improvement Plans (PIP), and any other records used to evaluate employees' job performance.	AC + 1 year	AC = Until superseded or date of separation whichever comes first. Custodian is the department human resource unit or human resources single point of contact (SPOC).	
GR1025-30(d)	FIN50-20B	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION Journal Vouchers JVs Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments).	FYE + 3 years	FYE = Fiscal year end. Custodian is Financial Services Department: Controller's Office.	

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TX2975-09(a)	GAR10-35A	MAILING AND CONTACT LISTS Current mailing, phone, or other contact lists. Includes all phone lists and emergency contact lists.	US	US = Until superseded. Custodian is the creating department.	
CC1825-04; EL3100-08(b); PW5275-02; PW5225-02; PW5675-04; UT5000-10(a)	WRK50-05A	MAPS AND PLATS Maps, plats, engineering and field notes, and profiles and cross-sections of recorded subdivisions, roads, streets, right of ways, and landfills. Records include zoning maps and plats; precinct boundary maps, including changes in precinct boundaries; jurisdiction maps; cemetery maps and plats; and may include Geographic Information System data which may be used to create maps requiring permanent retention, but maps have not been created. Includes Maps and plats of local government owned systems showing service areas, facilities, and infrastructure; Sanborn books.	PM	PM = Permanent. Custodian is the creating department.	
UT5000-10(b)	WRK50-10A	MAPS AND PLATS Utilities Maps of utility systems showing service areas, facilities and infrastructure, etc. Includes work assignment maps.	US	US = Until superseded. Custodian is the creating department.	

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GR1000-03(a)	GAR30-05A	MEETING MINUTES City Council and Council Related Bodies Written minutes of Austin City Council and Board and Commission meetings. Also includes minutes of such Council related bodies such as the Austin Housing Finance Corporation (AHFC), the Tax Increment Financing (TIF) Board and the Historical Landmark Commission.	PM	PM = Permanent. Council: Custodian is Office of the City Clerk. Boards & Commissions: Prior to January 2010, the department liaison is the custodian. January 2010 and forward, the Office of the City Clerk is the custodian. Custodian of the permanent record is the creating department unless minutes have been transferred to the Austin History Center.	H
GR1000-32	GAR30-15A	MEETING MINUTES Departmental Staff Meetings Written minutes of Departmental Staff meetings. Includes meeting agenda, etc.	AC	AC = Action taken or end of administrative value. Custodian is the creating department.	
PW5250-10(a)	REG02-10A	MISCELLANEOUS APPLICATIONS AND PERMITS Granted Applications for and copies of permits (or record of their issuance) involving sign installation, fencing, swimming pool construction, driveway construction, and for similar activities as might be required by local ordinance that are not, by ordinance or departmental policy, classified as building applications or permits. Includes Sign Permit Review files, BYOB Venue Permit Review files, Temporary Use Permits, and Sound Review Board Permits.	AC + 5 years	AC = Date the permit is issued. Custodian is the creating department.	V

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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
	GAR15-05A	MUNICIPAL UTILITY DISTRICTS (MUD) Documentation of City Council decisions relating to municipal utility districts. Includes petitions, contracts, and agreements, audit reports, reports and studies, budget and financial reports, correspondence and other related documents. Any official action taken by the City Council is recorded in the Minutes under item GAR30-05A.	PM	PM = Permanent Custodian is the creating department.	
GR1000-04	LEG60-05A	OPEN MEETING NOTICES Notices of open City meetings.	CYE + 2 years	CYE = Calendar year end. Custodian is the creating department.	
PS4025-04(a); PW5375-10(a); PW5375-10(b); PW5575-06; UT5025-06; UT5050-06(a)	AUD15-20A	OPERATIONAL PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS Permits, registrations, certifications and other approvals from any local, state, or federal agency, as may be required by law or regulation including station operation and broadcasting licenses and permits from the FCC. Includes any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit, license or certification; and any variances or exemptions granted to a facility.	AC + 5 years	AC = Final expiration, cancellation, revocation, or denial of the permit or certification. Custodian is the creating or receiving department.	
GR1000-05	GAR15-10A	ORDINANCES AND RESOLUTIONS Statutes and regulations enacted by the Austin City Council. Includes CAMPO resolutions and supplemental sovereign boards.	PM	PM = Permanent. Custodian is the Office of the City Clerk. Archival Review: Records are microfilmed on a regular basis with a copy of the film sent to the Austin History Center.	AR

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CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
GR1050-52(d)(1)	FIN60-15B	PAYROLL ACCOUNTING RECORDS Subsidiary Payroll Registers Printouts from the City's payroll system detailing employee earnings and deductions. Includes Task Order payroll reports.	FYE	FYE = Fiscal year end. Custodian is Financial Services Department: Payroll Office.	
	GAR33-05A	PERFORMANCE MEASURE REPORTS AND DOCUMENTATION Records documenting the output, outcome, efficiency and explanatory measures in a City's business plan and annual budget. May include the quarterly and annual reports on the City's performance measures submitted to the executive and council offices.	FYE + 3 years	FYE = Fiscal year end. Custodian is the creating department. Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.	AR

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
HR4775-25(a); PS4275-01(a); PS4275-03; PS4275-04(a); PS4475-07(b); PS4475-01(b); PS4475-02(b) PW5250-10(b); PW5250-04(b); PW5275-03(b)	REG20-02A	<p>PERMIT AND LICENSE APPLICATIONS</p> <p>Denied</p> <p>Denied applications for permits and licenses, including, but not limited to, applications for the following: burglar and similar intruder alarm permits; to erect new structures or to make alterations to existing structures; sign installation, fencing, swimming pool construction, driveway construction, and for similar activities as might be required by local ordinance that are not, by ordinance or departmental policy, classified as building applications or permits; the sale, use, storage, manufacture, or transport of flammable, corrosive, explosive, or other hazardous materials and chemicals as may be required by local policy; excavation and fill; alterations to roads, streets, sidewalks, and curbs and for similar activities involving alteration of streets and rights of way; and taxi permits.</p> <p>Includes denied building permit applications.</p>	AC + 1 year	<p>AC = Date of denial.</p> <p>Custodian is the creating department.</p>	
GR1000-36; PS4275-03; PW5300-05	REG20-25A	<p>PERMITS AND LICENSES</p> <p>General</p> <p>Records documenting the application for and the issuance of permits and licenses by a local government for sales, solicitation, facility usage, and similar activities. Records include approved applications for taxi permits, copies of permits or other documentation evidencing issuance, and any inspection or evaluation reports prepared during a permit period; and applications for and copies of permits for special parking, house moving, over dimensional movements, and similar permits and permissions issued by or that concern traffic engineering departments.</p>	AC + 2 years	<p>AC = Expiration, cancellation, revocation, or denial.</p> <p>Custodian is the creating department.</p>	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
GR1000-37	GAR35-05A	<p>PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA</p> <p>Photographs, photographic scrapbooks, slides, sound recordings, videotapes, cd's, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects.</p>	AC	<p>AC = End of business need.</p> <p>Custodian is the creating department.</p> <p>Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.</p> <p>Note: Be certain the records do not fall within other records series. For example, mug shots and photographs of fire damage as listed in Local Schedule PS under police and fire department records respectively.</p>	AR
PW5200-01(a); UT5000-13(a)	WRK65-10A	<p>PLANNING REPORTS</p> <p>Annual or Special</p> <p>Council, Court or State Agency Requested</p> <p>Final planning studies or reports prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state or federal agency or a court. Content may include analyses, research data, projections, graphic material, and similar planning documents by outside consultants or in-house staff relating to comprehensive planning, capital improvements, land use and open space, economic development and outlook, regional and intergovernmental cooperation, growth patterns, demographics, long range forecasts and projections, and other aspects of utility planning not listed elsewhere in this schedule.</p> <p>Includes long-range plans and Neighborhood plans.</p>	PM	<p>PM = Permanent.</p> <p>Custodian is the creating department.</p> <p>Note: Send one copy of each to the Austin History Center.</p> <p>Retention Note: This records series only includes the final report or study. For working papers, reference material, etc. used for developing a report or study, see GAR10-13A.</p>	V, H

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
PW5200-01(b)	WRK65-15A	<p>PLANNING REPORTS</p> <p>Director or Department Requested</p> <p>Studies, reports, feasibility studies, analyses, research data, projections, graphic material, and similar planning documents by outside consultants or in-house staff relating to comprehensive planning, capital improvements, land use and open space, economic development and outlook, regional and intergovernmental cooperation, transportation, traffic engineering, airport operations, growth patterns, demographics, long range forecasts and projections.</p> <p>Includes Air Quality plans, TERMS, CMP reports, freight studies, public participation plans and technical reports.</p>	CYE + 5 years	<p>CYE = Calendar year end.</p> <p>Custodian is the creating department.</p> <p>Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.</p>	AR
GR1000-38; GR1000-40(d); GR1025-25; GR5825-05	GAR40-15A	<p>POLICIES AND PROCEDURES</p> <p>General</p> <p>Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the operations or activities of the City as a whole or any of its departments, programs, services, or projects. Includes policies and procedures relating to accounting, financial, records management, data processing, etc.</p>	AC + 5 years	<p>AC = Until superseded, expired or discontinued.</p> <p>Custodian is the creating department/division.</p> <p>Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.</p>	AR
GR1050-26(a)	PER60-05B	<p>POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS</p> <p>General</p> <p>Job descriptions, including any associated task or skill statements. Also includes documentation concerning the development and analysis of job descriptions and classification systems including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc.</p>	AC + 1 year	<p>AC = Date position is established or modified.</p> <p>Custodian is the Human Resource Department.</p>	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
	GAR10-75A	PROGRAM RECORDS Records documenting the administration of internal City programs, community programs, rebate programs, etc. Includes Smoke-Free Housing and Community Tree Programs.	AC + 5 years	AC = Until superseded, expired or discontinued. Custodian is the creating department.	
GR5825-15(a)	GAR20-10A	PROJECT RECORDS Records and other data regardless of media that pertains to a set of activities, tasks or assignments that relate to a specific project. File might include project management records, planning documents, reports, notes, recommendations, design documentation, feasibility studies, correspondence, etc. Includes records pertaining to UNO license agreements and Site & Subdivision Inspections case files.	AC + 3 years	AC = Completion of project. Custodian is the creating department. Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction. Retention Note: Does not include purchasing records for computer software or hardware such as individual personal computers.	AR
	SER15-20A	PUBLIC EDUCATION AND OUTREACH PROGRAM RECORDS Development and Administrations Records related to the design and implementation of educational and outreach programs and presentations provided by the department. Includes Ozone Heroes program records.	AC + 5 years	AC = Until superseded or program discontinued. Custodian is the creating department. Archival Review: Records are to be reviewed by the Austin History Center for historical value prior to destruction.	AR
GR1000-34(a); GR1000-34(b)	GAR10-40A	PUBLIC INFORMATION REQUESTS Open Records Requests Includes all correspondence and documentation relating to requests for records under the Public Information Act.	AC + 2 years	AC = Final decision on request. Custodian is the creating department. Chapter 552, Government Code.	

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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
GR1000-39	GAR50-10B	PUBLICATIONS Final version of publications created by or for the City. Includes books, brochures, pamphlets, and other promotional or informational materials. Includes copies of the Subdivision Code Books.	AV	AV = End of administrative value. Custodian of the permanent record is the Austin History Center. One copy of each publication should be sent by the creating department to the Austin History Center following the publication.	H
GR1075-03(a)	FIN65-30B	PURCHASE ORDERS General Records related to actual purchases or commitments to purchase and authorizations for expenses.	FYE + 1 year	FYE = Fiscal year end. Custodian is the department finance unit.	
GR1000-03(e)	GAR65-10A	RECORDINGS Open Meetings With Written Minutes Recordings of open meetings for which written minutes are prepared. Includes audio and video recordings on formats other than tape (e.g. CD and DVD). Includes Board videos.	AC + 90 days	AC = Approval of minutes. Custodian is the creating department. Archival Review: Transfer to the custody of the Austin History Center at the end of the retention period.	AR
GR1000-40(b)	GAR55-10A	RECORDS MANAGEMENT RECORDS Records Disposition Documentation of records disposed of internally by a City department or by the Records Center.	PM	PM = Permanent Custodian is the department Records Administrator for onsite destruction and Office of the City Clerk for Records Center destruction.	
GR1000-40(c)	GAR55-15A	RECORDS MANAGEMENT RECORDS Records Inventories Records related to the completion of departmental records inventories including records created to support the creation of Records Control Schedules.	AC	AC = Until superseded, expired, or discontinued. Custodian is the creating department.	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
	GAR55-20A	RECORDS MANAGEMENT RECORDS Records Transmittals Documentation of boxes transferred to the Records Center.	AC	AC = Date box has been destroyed or entered into a database. Custodian is the Office of the City Clerk: Records Management Services.	
GR1000-41(a)1; GR1000-41(a)2	GAR60-10A	REPORTS AND STUDIES Non-Fiscal Annual and Special Annual and special reports submitted to the City Council or City Manager or by the City to a state agency, as may be required by law or regulation, on the non-fiscal performance of a department, program, project, or for planning purposes, including those prepared by consultants under contract with the City. Includes special reports ordered or requested by a court. Includes annual reports of the Design Commission.	PM	PM = Permanent. Custodian is the creating department. Archival Review: Send one copy of each to the Austin History Center.	H
GR1000-41(a)4	GAR60-15A	REPORTS AND STUDIES Non-Fiscal Periodic Includes monthly, bimonthly, quarterly, or semi-annual reports created by the department.	CYE + 3 years	CYE= Calendar year end. Custodian is the creating department.	
	GAR15-30A	RULE POSTINGS Public postings documenting proposed and adopted rules developed by City departments that impact the general public. Also includes appeals filed by the public regarding an adopted rule.	CYE + 5 years	CYE= Calendar year end. Custodian is the creating department.	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
	GAR10-61A	TELEPHONE DIRECTORIES Directory of department employees including telephone numbers and locations.	US	US = Until superseded. Custodian is the creating department.	
GR1075-41(b)	GAR10-65A	TELEPHONE LOGS OR ACTIVITY REPORTS Registers or logs of telephone calls made and similar telephone activity reports used for internal control purposes other than cost allocation. Includes voicemail log book.	CYE + 2 years	CYE= Calendar year end. Custodian is the creating department.	
GR1050-54(b); GR1050-56; GR1050-57	FIN75-15A	TIME AND ATTENDANCE RECORDS General Includes timesheets; requests and authorizations for vacation, compensatory, sick, and other types of authorized leave; time change records which document requests and authorizations for overtime, time trading, and other actions that affect normal work time including leave requests; and work schedules if used to calculate work time, overtime, or holiday pay. Includes time and attendance records retained by PDR custodians TAS Administration and Timekeepers.	CYE + 4 years	CYE= Calendar year end. Custodian is the department human resource or payroll unit.	
GR1050-54(b); GR1050-56; GR1050-57	FIN75-15B	TIME AND ATTENDANCE RECORDS General Includes timesheets; requests and authorizations for vacation, compensatory, sick, and other types of authorized leave; time change records which document requests and authorizations for overtime, time trading, and other actions that affect normal work time including leave requests; and work schedules if used to calculate work time, overtime, or holiday pay.	CYE + 1 year	CYE= Calendar year end. Custodian is the department human resource or payroll unit.	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
	GAR10-21A	TRACKING SYSTEMS Records created to track, log and/or monitor activities, tasks, observations, etc. used to record information about a process or activities not otherwise identified on the records control schedule. Includes the Floodplain Review Log and Request for Information tracking database.	AC	AC = Until superseded or obsolete. Custodian is the creating department.	V
GR1050-28(c)	PER70-35A	TRAINING AND EDUCATIONAL RECORDS Training Course Materials Training manuals, syllabuses, course outlines, and similar training aids used for in-house training programs.	AC + 2 years	AC = Until superseded, expired, or discontinued. Custodian is the creating department.	
GR1075-20(a)	PFM30-05A	USAGE REPORTS Any type of usage report (e.g., mileage, fuel consumption, copies run) if such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FYE + 3 years	FYE = Fiscal year end. Custodian is the creating department.	
GR1075-22; PW5525-06	PFM40-05A	VISITOR CONTROL REGISTERS Records documenting visitors to limited access or restricted areas including logs and registers. Also includes guest books, registers, logs, or similar records of visitors to museums, historical sites, and other facilities owned or operated by the City.	CYE + 3 years	CYE = Calendar year end. Custodian is the creating department.	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
GR1050-32	PER20-20A	WORKER'S COMPENSATION FILES Initial and supplemental reports of accidents to or job-related illnesses of employees and documentation relating to any subsequent filing of claims by employees. To include correspondence, complaints, reports, and risk management reviews pertaining to an individual assigned to a Workers Compensation claim. City of Austin Workers Compensation Claim Program is administered by a Third Party Administrator.	AC + 5 years	AC = Calendar year end in which the case is closed. Custodian is the creating department. By regulation - 29 CFR 1904 .33 for accident and illness reports. Refer to GR1050-22(b)(1) for Medical and Exposure Reports. The local government's insurer and the Texas Department of Insurance keep permanent records of workers compensation related records.	
GR1000-41(a)5	GAR10-13A	WORKING PAPERS Permanent Reports and Studies Documents, such as notes, non-record copies, reference material, drafts, and calculations, created and acquired in the process of assembling a permanent document. Includes Neighborhood Plan Amendment Case Review Files, Residential Design and Compatibility Commission Files, Annexation and Disannexation, Municipal Utility District, and External Territorial Jurisdiction working files.	AC + 3 years	AC = Completion of project provided any official documentation has been transferred to the official record series. Custodian is the creating department. Retention Note: For working papers related to a non-permanent document see GAR10-10A. For working papers related to budgets see FIN20-30A.	
GR1000-41(a)6	GAR10-10A	WORKING PAPERS Periodic Reports and Studies Documents, such as notes, non-record copies, reference material, drafts, and calculations, created and acquired in the process of assembling another document.	AC + 1 year	AC = Completion of project provided any official documentation has been transferred to the official record series. Custodian is the creating department.	
	GAR20-40A	Y2K PROJECT RECORDS Documentation of the department's preparation for date conversions in automated systems.	AC + 4 years	AC = January 1, 2001. Custodian is the creating department.	

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Planning and Development Review	Division/Office: All Divisions
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TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD	REMARKS	VITAL OR HISTORICAL
PW5225-01	WRK99-15A	<p>ZONING AND PLANNING BOARD CASE FILES</p> <p>Denied</p> <p>Staff reports, determinations and evaluations, correspondence, and comparable records concerning each planning, zoning, building code, or other public works-related case brought before local government zoning, planning, or development commissions or appeal bodies; or before other special or ad hoc committees constituted for similar purposes.</p> <p>Includes only denied or expired case files taken to the Board of Adjustment and Sign Review Board (C15 & C16), Zoning and Platting Commission (C14 & C814) and Historic Landmark (C14H).</p>	AC + 5 years	<p>AC = Disposition of case.</p> <p>Custodian is the creating department.</p>	V
PW5225-03(b)	REG20-72A	<p>ZONING RECORDS</p> <p>Approved</p> <p>Staff reports, determinations and evaluations, correspondence, and comparable records concerning each application for re-zoning brought before the Zoning Commission and approved by the City Council.</p> <p>Includes backup information and material not captured in meeting minutes.</p>	PM	<p>PM = Permanent.</p> <p>Custodian is Planning and Development Review.</p>	

ATTACHMENT D - City of Austin, Texas
SECTION 0800 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 14th day of Jan, 2020

CONTRACTOR
Authorized
Signature

Title

Arden Community Fund
[Signature]
CEO

ATTACHMENT E - City of Austin, Texas
Section 0805
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 Offeror 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.

Contractor's Name:

Austin Community Foundation

Signature of Officer or
Authorized
Representative:

Michael Atkins

Date:

1/14/2020

Printed Name:

Michael Atkins

Title

CEO

SPECIAL PROJECT FUND AGREEMENT

This Fund Agreement ("Agreement") is made by and between The Austin Community Foundation for the Capital Area, a Texas non-profit corporation ("ACF"), and the City of Austin, a municipal corporation ("City"), collectively the "Parties".

WITNESSETH:

WHEREAS, a Special Project Fund Agreement for the Urban Forest Grant Program Fund was entered into by and between ACF, and the City on May 8, 2008 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for nine one-year extensions of its initial term; and

WHEREAS, ACF and the City mistakenly allowed the Original Agreement to terminate but desire to maintain the arrangement; and

WHEREAS, the City, in furtherance of the charitable purposes and functions of the ACF, has determined that it would serve the interests of the Austin community to continue to have the fund of the type herein created; and

WHEREAS, ACF is a Texas corporation exempt from federal income taxation pursuant to Sections 501(c)(3) and 170 (b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the "Code"), and is an appropriate community foundation within which to establish such a charitable and civic fund for the purpose of serving the needs

and interests of the Austin community and promoting the well-being of the people of Austin, Texas; and

WHEREAS, ACF is willing and able to accept the Urban Forest Grant Program Fund, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows.

1. NAME OF FUND. The name of the Fund created by this Agreement is the Urban Forest Grant Program Fund (the "Fund").
2. PURPOSE OF THE FUND. The purpose of the Fund shall be to mitigate the impact from tree removal and to enhance, promote, and sustain the City of Austin's urban forest.
3. INCORPORATION OF GOVERNING INSTRUMENTS OF THE FOUNDATION. ACF agrees to hold and administer all contributions to the Fund under this Agreement, on the terms and subject to the conditions set forth in ACF's governing instruments, including its articles of incorporation and bylaws, as amended from time to time, and any resolutions and procedures from time to time in effect. All provisions of such governing instruments of ACF and such resolutions and procedures are incorporated into this Agreement and by this reference made a part hereof.
4. CONTRIBUTIONS. Any person or organization may make a contribution to ACF for the purposes of the Fund by a transfer of cash or other assets to ACF for

additions, in whole or in part, to the assets of the Fund. All contributions to the Fund shall be irrevocable and shall be used in furtherance of the purposes of the Fund. The Fund was initially established with a transfer by the City of \$350,000 upon execution of the Original Agreement. The City will make additional contributions to the Fund on an annual basis.

5. USE OF THE FUND. The Fund shall be classified as a “special project” and as such, the income earned by the Fund shall belong to the ACF. The principal of the Fund, from time to time, shall be committed, granted or expensed for, or in furtherance of, the purpose of the Fund. The Fund shall be used in accordance with the Urban Forest Grant Program Guidelines, attached as Exhibit “A” and incorporated for all purposes. If the guidelines are amended, the City will provide ACF the updated guidelines upon their adoption.
6. FUND ADVISOR. The City Arborist shall serve as Advisor to ACF for the Fund. The City has established an Urban Forestry Board to assist the City Arborist. The Advisor will recommend grant recipients.
7. DISTRIBUTIONS. After taking into consideration recommendations from the Advisor concerning possible distributions in furtherance of the purposes of the Fund, ACF shall distribute such amounts of the principal of the Fund as ACF, in its sole discretion, shall determine from time to time. In the event ACF refuses to distribute consistent with the terms of this Agreement or the recommendations of the Advisor, the City may terminate this Agreement and the funds will revert to the City under the terms of paragraph 12 of this Agreement.

8. SEPARATE ACCOUNTING. The Fund shall be accounted for separately and apart from other funds of ACF. The Fund shall be deposited in an interest-bearing money market fund account, or comparable investment instrument. ACF shall provide the City with quarterly reports within 30 days of the end of the quarter containing, at a minimum, a balance sheet and income statement that complies with generally accepted accounting principles. A detailed listing of Fund disbursements shall also accompany the report. Annually, ACF will provide the City with an audited financial report consisting of a balance sheet, income statement, statement of cash flows, and related notes to the financial statements. The annual report will be submitted within nine months of ACF's fiscal year end. The City shall have the right to audit the records of the Fund upon no less than three business days notice, during regular business hours of ACF.
9. ACF AS OWNER OF THE FUND. The Fund shall be the property of ACF and shall be owned by it in its normal corporate capacity.
10. EXPENSES. The Fund shall bear (a) its proportionate share of the fees of any trustee, custodian or agent administering assets of the Fund (whether such trustee, custodian or agent is designated by ACF or by the City); (b) all expenses, taxes or other charges incurred by ACF in connection with the Fund. Any and all expenses will be paid out of income earned by the Fund.
11. LIABILITY OF ACF. The duties of ACF shall be only those specifically set forth herein, or hereafter agreed to by it in writing. ACF's liability under this Agreement must be based on the execution of those duties specifically set forth in

this Agreement or hereafter agreed to by ACF and the City in writing. ACF is not acting as a trustee and there are no attributes of a trust inherent in the relationship between the City and ACF.

12. TERMINATION. If (a) ACF should determine in its sole discretion that continued compliance with the terms and provisions of this Agreement would be impossible or impractical or would be inconsistent with the charitable purposes of the ACF, or (b) for any reason ACF dissolves, ceases to exist or ceases to hold or administer the Fund or otherwise to function under this Agreement, then this Agreement will be terminated. The City shall have the right, as it deems necessary, to terminate this Agreement under the terms of paragraph 7 of this Agreement or upon 30 days written notice to ACF. If this Agreement is terminated by either party under this paragraph, then the net assets of the Fund shall be distributed to the City, along with a complete accounting of the Fund.
13. TERM. This Agreement becomes effective on the date executed by both parties and remains in effect until September 30, 2010 unless terminated earlier under Section 12. This Agreement shall automatically renew on the anniversary date for ten (10) successive one-year terms, unless a party elects to terminate the Agreement under Section 12.
14. DEFINITIONS. For purposes of this Agreement, "charitable purposes" include charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Code, contributions for which are deductible under Section 170(c)(2) of the Code. All references in this Agreement to the Code

include all applicable regulations promulgated by the Internal Revenue Service under the Code.

15. GENERAL PROVISIONS.

- (a) Amendment, Modification, and Extension This Agreement is not subject to amendment, modification, and/or extension except in a writing signed by ACF and the City Manager of the City of Austin, or designee. Any attempted amendment, modification, and/or extension not in compliance with this requirement shall be void.
- (b) Interpretation and Headings. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any Party. The use of “including” in the Agreement is used by way of example and not by way of limitation. The use of “may” means that the action or item is permissible but not required.
- (c) Notices. All notices, demands, or requests from one Party to another may be personally delivered, sent by facsimile, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below or shall be deemed given 5 days after deposit in the United States Postal Service mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing and shall be effective at the time of personal delivery, facsimile transmission, or mailing:

- i City of Austin
Watershed Protection and Development Review Department
Attn: Michael Embesi
P.O. Box 1088
Austin, Texas 78767-1088
Phone: (512) 974-6348
- ii. The Austin Community Foundation for the Capital Area
Attn: MariBen Ramsey, Vice President
P.O. Box 5159
Austin, TX 78763
Phone: (512) 472-4483

(d) Attorney's Fees and Monetary Damages. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each Party shall pay its own attorney's fees and costs. No Party shall be liable in monetary damages or any other Party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement.

- i. Retain Liability. The Parties shall retain whatever liability they would possess for their present and future acts or failure to act without the existence of this Agreement.
- ii. No Partnerships. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

IN WITNESS WHEREOF, ACF and the City execute this Agreement as of the
20th day of January, 2010.

**THE AUSTIN COMMUNITY FOUNDATION
FOR THE CAPITAL AREA**

By: MariBen Ramsey
MariBen Ramsey
Vice President

CITY OF AUSTIN

By: Sue Edwards
Sue Edwards
Assistant City Manager

Approved as to Form:

Mitzi Cobb
City of Austin, Law Department

EXHIBIT A

**URBAN
FOREST
GRANT
PROGRAM**

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PURPOSE

The Urban Forest Grant Program (UFGP) has been established to promote conservation and improvement projects that benefit Austin's urban forest. This program is supported by the Urban Forest Replenishment Fund, which was created to mitigate the impact of tree removals. The UFGP will enhance the urban forest through projects associated with tree planting, education, public service announcements, award programs, disease control, inventorying, and other related efforts. Additional tree information (i.e. programs, benefits, regulations, care and maintenance) can be found at the www.ci.austin.tx.us/trees or www.treesaregood.com.

The Austin Community Foundation (ACF) is managing this fund on behalf of the City of Austin (COA). The source of funds collected may include donations, payment for tree preservation violations/non-compliance, and mitigation for tree replacements within a proposed development. ACF receive funds from the City and award grants to applicants in consultation with the City Arborist. Funds may be limited, therefore smaller grant requests have a greater chance of being awarded, although all requests will be considered. The City Arborist will evaluate the program on an annual basis to determine if the amount of funding, processes used to determine eligibility, or any other aspect of the program requires improvement.

ELIGIBILITY

Public or private entities (such as individuals, businesses, governmental agencies, academic and private institutions, home owner's associations, youth groups, and non-profit organizations) may apply for funding which promotes conservation and improvement projects that benefit Austin's urban forest. Project proposals must show a clear benefit to Austin's urban forest. Funds may not be used as compensation for work performed by the applicant. The program encourages the use of funds for those that are economically disadvantaged. All Project Application Forms (Appendix A) will be reviewed by ACF. The City Arborist serves as Advisor to the ACF regarding grant recipients. All proposed projects must be within the Austin city limits, on public property or Civic areas as defined in section 25-2-6(A) of the City of Austin Land Development Code, or within 15 feet of these areas, for public benefit, and adhere to the Land Development Code criteria. All projects must comply with federal, state, and municipal regulations. Proposals will be reviewed as they are submitted. Applicants will be notified within 6 months from the date of proposal submission whether or not funding will be awarded. If funding is awarded, a Post Project Verification Form must be submitted (Appendix B) after the project is completed.

Grants projects are to be conducted with honesty and reliability. See City of Austin Integrity Office: <http://cityspace.ci.austin.tx.us/departments/integrity-office>
It is encouraged to match funds received from this grant program. This can be accomplished by using funds from alternative sources, other than this fund, and by accounting for labor and materials used with your grant project. This grant program is not permissible if attempting to adhere to regulatory compliance requirements.

PROJECT CATEGORIES

Each application must choose the type of expenditure category with which their proposal is associated. Projects that are multifaceted, or extend to multiple expenditure categories, must submit separate applications for each type of category to ensure proper accounting and effectiveness. The following table* lists the categories and the project maximums:

CATEGORIES	PROJECT MAXIMUM
Tree ¹ Planting and Transplanting	\$15,000
Education/Training	\$6,000
Disease or Pest Control/Hazard Reduction	\$10,000
Staffing/Internship (i.e. Forester, Arborist) ²	\$12,000
Urban Forest Assessment and Inventory	\$3,000
Public Service Announcement	\$6,000
Control and Management of Invasive Species ³	\$10,000
Research	\$10,000
Awards Program	\$2,000
Miscellaneous (i.e. Public Tree Care)	\$10,000

* May be modified due to urban forestry needs or the atypical fluctuation of incoming funds. If the monetary amount is greater than the listed project maximum limit, a recommendation from the Urban Forestry Board (UFB) is required in addition to the recommendation of the City Arborist.. The UFB meets the third Wednesday of every month; please contact the chairperson to schedule your request.

¹ All trees must be from Appendix C (Eligible Tree Planting List), shall contain a 2-year maintenance plan (including a watering plan), planted on public property (will require additional City approval) or Civic areas as defined in 25-2-6(A) within the Land Development Code, or within 15 feet of these areas, and conform to the American Standard for Nursery Stock (Appendix D – Tree Planting Specifications). City of Austin accounting measures ensures that tree planting grant awards are used in respective region from which trees were removed.

² Eligibility for non-profit or governmental entities only.

³ See Appendix F for additional information on invasive species.

PROPOSAL FORMAT

The project proposal is required to meet the following basic criteria for consideration: within the Austin city limits, on public property or Civic areas as defined in section 25-2-6(A) of the City of Austin Land Development Code, or within 15 feet of these areas, for public benefit, and adhere to the Land Development Code criteria. Once these criteria have been met, the project proposal will be evaluated by the City Arborist to ensure the potential urban forest benefit. Specific items which may be considered are: arboreal benefit, human impact and experience, feasibility, ability to encourage the use of local businesses, habitat biodiversity and organization capabilities.

Applicants are to submit three copies of the Project Proposal Application Form (Appendix A) containing the following information, in this order, to ACF:

Project Title

Introduction and Objectives

Describe the intent of the project and how it would address and benefit Austin's urban forest. Provide a clear and detailed statement of the project's objectives and include the associated Conservation and Improvement category.

Approach and Methods

Describe specific process(es) that will be employed, the expected results, and time frame from initiation to completion of the project. The time frame should include milestones to assess progress.

Budget

Identify the amount of funding requested; this should include all supplies, materials, and any other associated expenses. Because of the limited availability of grant funds, smaller requests have the best chance of being funded. The UFGP does not fund indirect or overhead expenses. Please be aware if the monetary request exceeds the project maximum amount, a recommendation from the UFB is required in addition to the recommendation of the City Arborist.

Personnel Qualifications

This page should be separate from the remainder of the proposal so that it can be removed for an unbiased review. This section should identify appropriate facilities available to conduct the proposed work and include names, qualifications, and contact information for all personnel who would be managing this project. State the primary work assigned to each person and the percentage of time each person would devote toward this work. Identify key persons by name and title, and provide all resumes describing relevant experience.

Contact Information

Provide the name, phone number, email address, and mailing address of the primary applicant.

CONTACTS

Austin Community Foundation
512-472-4483
512-472-4486 (Fax)

Postal Address

Austin Community Foundation
Attn: MariBen Ramsey
P.O. Box 5159
Austin, Texas 78763

Physical Address

Austin Community Foundation
Attn: MariBen Ramsey
4315 Guadalupe St
Austin, Texas 78751

City of Austin

Jason Traweek
Arborist
PDR

(512) 974-2332
jason.traweek@ci.austin.tx.us

Carolyn Hagan
Financial Consultant
PDR

(512) 974-2950
Carolyn.Hagan@ci.austin.tx.us

APPENDIX A



URBAN FOREST GRANT PROGRAM

PROJECT PROPOSAL APPLICATION FORM*

PROJECT TITLE: _____

BUDGET CATEGORY: (see page 3) _____

Does the project meet the required basic criteria:

Within the Austin city limits.....	YES or NO
On public property or Civic areas as defined in 25-2-6(A) within the Land Development Code, or within 15 feet of these areas.....	YES or NO
For public benefit.....	YES or NO
Adhere to the Land Development Code criteria.....	YES or NO

Will the project occur without UFGP award..... YES or NO or UNSURE

INTRODUCTION AND OBJECTIVES

ATTACHMENT
(description not to exceed one page)

APPROACH AND METHODS

ATTACHMENT
(description not to exceed two pages)

BUDGET

ATTACHMENT
(description not to exceed one page)

PERSONNEL QUALIFICATIONS

ATTACHMENT

PRIMARY CONTACT INFORMATION

(name, phone number, email address, and mailing address)

ATTACHMENT

* Applicants are to submit three copies (including attachments) to Austin Community Foundation (See CONTACTS section for addresses).

APPENDIX B

**URBAN FOREST GRANT PROGRAM
POST PROJECT VERIFICATION FORM***

To Be Completed By Applicant

What were the original project objectives and were they attained?

What objectives were most successful?

Why were they more successful?

What objectives were least successful?

Why were they less successful?

Did the results meet your expectations?

What would you change if you were to repeat this project?

Would you encourage approval of a similar project proposal?

To Be Completed by UFGP Representative

Were the original project objectives attained?

What changes are needed to improve this type of project?

Did the final product meet the intent of the proposed project?

YES or NO

Other Notes

* ATTACH ADDITIONAL PAGES IF NECESSARY

APPENDIX C

Eligible Tree Planting List (Common Name and *Genus species*)

ACACIA, CATCLAW	<i>Acacia greggii</i>	MESQUITE, HONEY	<i>Prosopis glandulosa</i>
ANACACHO ORCHID TREE	<i>Bauhinia congesta</i>	MOUNTAIN LAUREL, TEXAS	<i>Sophora secundiflora</i>
ANACUA	<i>Ehretia anacua</i>	OAK, BLACKJACK	<i>Quercus marilandica</i>
ASH, TEXAS	<i>Fraxinus texensis</i>	OAK, BUR	<i>Quercus macrocarpa</i>
BLANCO CRABAPPLE	<i>Pyrus ioensis var. texana</i>	OAK, CHINQUAPIN	<i>Quercus muhlenbergii</i>
BUCKEYE, MEXICAN	<i>Ungnadia speciosa</i>	OAK, DURAND	<i>Quercus sinuata</i>
BUCKEYE, RED	<i>Aesculus pavia</i>	OAK, LACEY	<i>Quercus laceyi</i>
BUCKEYE, TEXAS	<i>Aesculus arguta</i>	OAK, LIVE (Coastal)	<i>Quercus virginiana</i>
BUCKTHORN, CAROLINA	<i>Rhamnus caroliniana</i>	OAK, LIVE (Plateau)	<i>Quercus fusiformis</i>
BUMELIA, GUM	<i>Bumelia lanuginosa</i>	OAK, MEXICAN WHITE	<i>Quercus polymorpha</i>
CEDAR, EASTERN RED	<i>Juniperus virginiana</i>	OAK, POST	<i>Quercus stellata</i>
CHERRY, ESCARPMENT BLACK	<i>Prunus serotina var. eximia</i>	OAK, SHIN	<i>Quercus sinuata var. breviloba</i>
CHERRY-LAUREL, CAROLINA	<i>Prunus caroliniana</i>	OAK, SHUMARD RED	<i>Quercus shumardii</i>
CHITALPA	<i>Chitalpa tashkentensis</i>	OAK, TEXAS RED	<i>Quercus texana</i>
CRAPEMYRTLE	<i>Lagerstroemia indica</i>	PECAN	<i>Carya illinoensis</i>
CYPRESS, ARIZONA	<i>Cupressus arizonica</i>	PERSIMMON, COMMON	<i>Diospyros virginiana</i>
CYPRESS, BALD	<i>Taxodium distichum</i>	PERSIMMON, TEXAS	<i>Diospyros texana</i>
CYPRESS, MONTEZUMA	<i>Taxodium mucronatum</i>	PISTACHE, TEXAS	<i>Pistacia texana</i>
DESERT WILLOW	<i>Chilopsis linearis</i>	PLUM, MEXICAN	<i>Prunus mexicana</i>
DOGWOOD, ROUGHLEAF	<i>Cornus drummondii</i>	POMEGRANATE	<i>Punica granatum</i>
ELM, AMERICAN	<i>Ulmus americana</i>	REDBUD, MEXICAN	<i>Cercis canadensis var. mexicana</i>
ELM, CEDAR	<i>Ulmus crassifolia</i>	REDBUD, TEXAS	<i>Cercis canadensis var. texensis</i>
EVE'S NECKLACE	<i>Sophora affinis</i>	SMOKE-TREE, AMERICAN	<i>Cotinus obovatus</i>
GOLDENBALL LEAD-TREE	<i>Leucaena retusa</i>	SUMAC EVERGREEN	<i>Rhus virens</i>
HOLLY, POSSUMHAW	<i>Ilex decidua</i>	SUMAC FLAMELEAF	<i>Rhus lanceolata</i>
HOLLY, YAUPON	<i>Ilex vomitoria</i>	SYCAMORE, AMERICAN	<i>Platanus occidentalis</i>
KIDNEYWOOD	<i>Eysenhardtia texana</i>	SYCAMORE, MEXICAN	<i>Platanus mexicana</i>
MADRONE, TEXAS	<i>Arbutus xalapensis</i>	VIBURNUM, RUSTY BLACKHAW	<i>Viburnum rufidulum</i>
MAGNOLIA, SAUCER	<i>Magnolia soulangiana</i>	WALNUT, ARIZONA	<i>Juglans major</i>
MAGNOLIA, SOUTHERN	<i>Magnolia grandiflora</i>	WALNUT, EASTERN BLACK	<i>Juglans nigra</i>
MAPLE, BIGTOOTH	<i>Acer grandidentatum</i>	WALNUT, LITTLE	<i>Juglans microcapra</i>
		WAX MYRTLE	<i>Myrica cerifera</i>

APPENDIX D

TREE SELECTION SPECIFICATIONS FOR PLANTING

All trees shall conform to the latest edition of the American Standard for Nursery Stock as published by the American Association of Nurseryman and "grades and standards" by the Texas Association of Nurseryman. All plants shall have a growth habit normal for the species and variety, and shall be healthy vigorous and free of insects, disease and mechanical injury. A plant shall be dimensioned as it stands in its natural position. The applicant will provide a moisture level in an amount and frequency adequate to sustain growth of the tree on a permanent basis.

Roots and Container

1. The trunk, root collar and large roots shall be free of circling and/or kinked roots.
2. The tree shall be well rooted in the soil mix. When the container is removed, the rootball shall remain intact. When the trunk is carefully lifted, both the trunk and the root system shall move as one.
3. The upper-most roots or root collar shall be within 1" above or below the soil surface. Soil surface shall be no lower than 3" from the top of the container.
4. The rootball periphery shall be free of excessive large circling and bottom matted roots.
5. The container shall be free of weeds.

Trunk

1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
2. The trunk shall be free of wounds (except properly made pruning cuts), sunburned areas, and conks, wood cracks, bleeding areas, galls, cankers, lesions or signs of boring insects.
3. The trunk shall have a visible taper and the diameter at 6" above the soil surface shall be within the diameter range shown for each container size:
#5---0.5" to 0.75"
#15---0.75" to 1.5"
4. The trunk shall be straight with no crooks or bends exceeding 20 degrees from vertical with the total number of hooks or bends not to exceed 2 per tree.

Crown

1. The central leader shall be free of co-dominant stems and vigorous upright branches that compete with the central leader. No branches shall be greater than 2/3 the diameter of the trunk.
2. Main branches shall generally be well spaced radially around the trunk.
3. Trees shall not have scaffold branches with included bark.

4. Temporary branches should be present along the lower trunk below the lowest scaffold branch. Heading of temporary branches is accepted to limit their growth. Generally the leader should not be headed. If, however, the original leader has been headed, an upright branch at least $\frac{1}{2}$ the diameter of the original leader just below the pruning point shall be present.

General

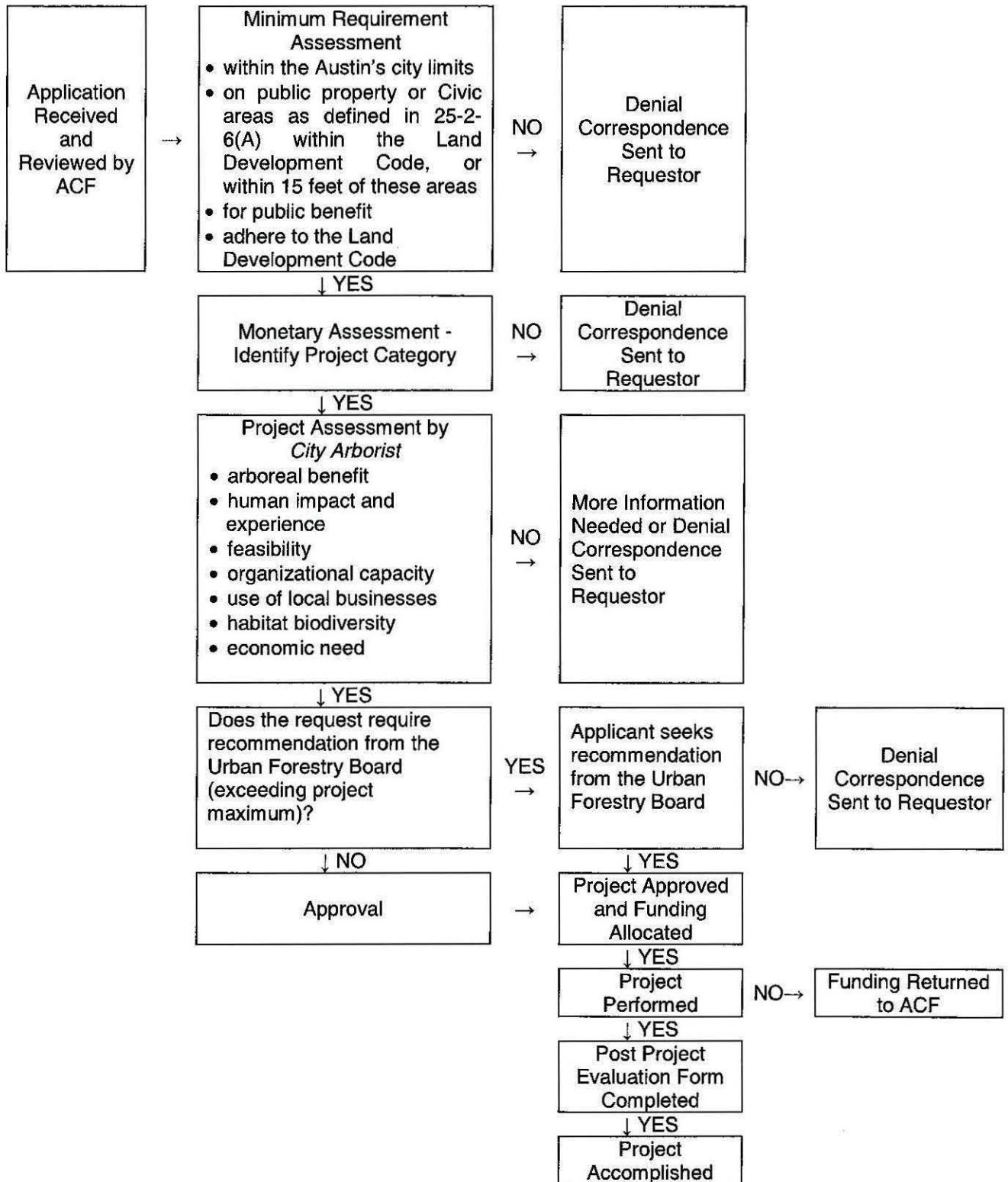
1. Trees shall be free of insects and disease.
2. Rootball shall be moist throughout and the tree crown shall show no signs of moisture stress as indicated by wilt, shriveled leaves or branch dieback. Roots shall show no signs of excess soil moisture conditions as indicated by root discoloration, distortion, or foul odor.

Inspection (If trees are planted on City of Austin property)

1. Upon inspection of the shipment, the City shall have the right to remove trees from the containers to inspect the roots. If the inspection confirms dead or unhealthy roots, the entire shipment may be rejected.
2. Each tree must be tagged with information stating correct botanical names.
3. The City reserves the right to refuse any tree based strictly on appearance.

APPENDIX E

APPLICATION, PERFORMANCE AND EVALUATION FLOW CHART



APPENDIX F

INVASIVE SPECIES

The following list identifies species which are considered invasive by the Lady Bird Johnson Wildflower Center. Other species will be considered on a case-by-case basis. If not properly controlled or managed, invasive species could be a threat to more indigenous species. See the Lady Bird Johnson Wildflower Center (<http://www.wildflower.org/invasive/>) or the United States Department of Agriculture (<http://www.invasivespeciesinfo.gov/index.shtml>) for additional information.

Common Name	Scientific Name
Tree of Heaven	<i>Ailanthus altissima</i>
Mimosa	<i>Albizia julibrissin</i>
Chinese Parasol	<i>Firmiana simplex</i>
Chinaberry	<i>Melia azedarach</i>
Chinese Pistachio	<i>Pistacia chinensis</i>
Chinese Tallow	<i>Triadica sebifera</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Japanese Privet	<i>Ligustrum japonicum</i>
Heavenly Bamboo	<i>Nandina domestica</i>
Scarlet Firethorn	<i>Pyracantha coccinea</i>
Chaste Tree	<i>Vitex agnus-castus</i>
English Ivy	<i>Hedera helix</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Chinese Wisteria	<i>Wisteria sinensis</i>
Pampas Grass	<i>Cortaderia selloana</i>
Giant Reed	<i>Arundo donax</i>
Golden Bamboo	<i>Phyllostachys aurea</i>

Attachment G

First Amendment to Special Project Fund Agreement between Austin Community Foundation for the Capital Area and City of Austin

This First Amendment to Special Project Fund Agreement ("First Amendment") is made to the Special Project Fund Agreement executed January 20, 2010, (the "Original Agreement").

This First Amendment is entered into by the Austin Community Foundation for the Capital Area ("ACF") and the City of Austin ("City") through their respective duly authorized representatives in compliance with Subparagraph 15(a) of the Original Agreement.

The parties agree to amend the Original Agreement as follows:

- I. Paragraph 5 is deleted and a new Paragraph 5 is added to read as follows:
 5. **USE OF THE FUND.** The Fund, from time to time, shall be committed, granted or expensed for, or in furtherance of, the purpose of the Fund. The Fund shall be used in accordance with the Urban Forest Grant Program Guidelines, attached as Exhibit "A" and incorporated for all purposes. If the guidelines are amended, the City will provide ACF the updated guidelines in a timely manner. Income earned by the Fund shall belong to the Fund.
- II. Paragraph 6 is amended as follows:
 6. **FUND ADVISOR.** The Urban Forester ~~[City Arborist]~~ shall serve as Advisor to ACF for the Fund. ~~[The City has established an Urban Forestry Board to assist the City Arborist.]~~ The Advisor will recommend grant recipients.
- III. Paragraph 10 is deleted and a new Paragraph 10 is added to read as follows:
 10. **EXPENSES.** ACF agrees to waive all setup fees associated with the Fund. General expenses associated with the Fund will be paid out of fees to be assessed by ACF in the following amounts:
 - (a) 1.5 percent of contributions made by the City under Paragraph 4 to be granted through ACF's Large Grant Fund in an amount over \$75,000 to a 501(c)(3) organization processing its own accounts payable ; or
 - (b) 8 percent of all other contributions made by the City under Paragraph 4 to be granted through ACF's General Grant Fund.

With the prior approval of the City, ACF may assess the Fund for any unusual expenses incurred in connection with the administration of Fund assets.

Attachment G

- IV. Contact information for the purpose of notice to the City under Subparagraph 15(c) is now specified to be:

City of Austin
Development Services Department
Attn: Urban Forester
P.O. Box 1088
Austin, Texas 78767-1088
Phone: (512) 978-4000

- V. A new Paragraph 16 is added to read as follows:

16. SCOPE OF SERVICES. ACF shall perform the scope of special project services, attached as Exhibit "B" and incorporated for all purposes, for the benefit of the City in connection with its administration of the Fund and in support of the Urban Forest Grant Program.

- VI. A new Paragraph 17 is added to read as follows:

17. RECORDS RETENTION. ACF shall comply with its own "Record Retention and Destruction Policy," attached as Exhibit "C" and incorporated for all purposes. For purposes of this policy, a Record means all books, accounts, reports, files, and other data recorded or created by ACF in fulfillment of this Agreement, whether in digital or physical format, except a record specifically relating to ACF's internal administration. ACF 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. ACF shall retain all Records according to its "Record Retention and Destruction Policy" or until all audit and litigation matters that the City has brought to the attention of the ACF are resolved, whichever is longer. ACF acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this agreement, and documents related to this agreement, which are in City's possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.

- VII. The Exhibit "A" attached to the Original Agreement is deleted and replaced with the new Exhibit "A" (Urban Forest Grant Program Guidelines) attached to this First Amendment and made part of the agreement.

- VIII. A new Exhibit "B" (Scope of Services) is attached to this First Amendment and made part of the agreement.

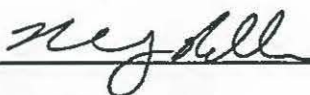
- IX. A new Exhibit "C" (Record Retention and Destruction Policy) is attached to this First Amendment and made part of the agreement.

Attachment G

- X. All other terms and conditions of the Original Agreement remain in full force and effect.
- XI. This First Amendment is effective upon execution by all parties and remains in effect until the Original Agreement terminates.

This First Amendment to Special Project Fund Agreement is executed by:

**Austin Community Foundation
for the Capital Area:**

By: 

Mike Nellis
President/CEO

Date: 11/27/18

City of Austin:

By: 

Joe Pantalion
Assistant City Manager

Date: 11/30/18

Approved as to Form:

By: 

City of Austin Law Department

EXHIBIT "A"



URBAN FOREST GRANT

Program Guidelines and Application



Development
SERVICES DEPARTMENT

Building a Better and Safer Austin Together

EXHIBIT "A"

08-2018 1.0

WHAT IS THE URBAN FOREST GRANT?

The Urban Forest Grant (UFG) enhances Austin's urban forest through conservation and improvement projects. The UFG funds projects associated with tree planting, education, public service announcements, award programs, disease control, inventorying, and other related efforts that support our urban forest.

The UFG is supported by the Urban Forest Replenishment Fund, which was created to mitigate the impact of tree removals. The Austin Community Foundation (ACF) manages this fund on behalf of the City of Austin (COA). ACF receives funds from the City and awards grants to applicants in consultation with the City of Austin. Staff from the Community Tree Division evaluate the program on an annual basis to determine if the amount of funding, processes used to determine eligibility, or any other aspect of the program requires improvement.

Additional tree information (i.e. programs, benefits, regulations, care and maintenance) can be found at <http://austintexas.gov/trees> or www.treesaregood.com.

UFG Website: <http://austintexas.gov/UFGP>

PROMOTE THE PROGRAM

The UFG is dedicated to improving our community through funding urban forest improvement initiatives. Please help us spread the word about the program in any written presentations and/or signage about your project. By sharing that you received a UFG, you may inspire others to apply and realize their future tree project ideas, too!

EXHIBIT "A"



WHO SHOULD APPLY?

Do you have an idea to support Austin's urban forest? Many groups are eligible to apply, including:

- businesses
- parent teacher associations (PTAs)
- academic and private institutions
- home owners' associations
- student/youth groups
- non-profit organizations

While individuals may apply, we prefer group applications to support community engagement. Projects that serve economically disadvantaged communities are encouraged.



IS MY PROJECT ELIGIBLE?

First and foremost: your proposed project must show a clear benefit to Austin's urban forest and be for public benefit.

All proposed projects must be within the Austin city limits, on public property or Civic areas (defined in [section 25-2-6\(A\)](#) of your City of Austin Land Development Code) or within 15 feet of these areas, and adhere to all Land Development Code criteria. All projects must comply with federal, state, and municipal regulations.

Grant projects are to be conducted with honesty and reliability. Matching funds are encouraged. This can be accomplished by using funds from alternative sources and by accounting for volunteer labor and materials used with your grant project. Funding from this grant program may not be used for projects intended to meet regulatory compliance requirements.



HOW LONG WILL THE GRANT APPLICATION TAKE?

The UFG program accepts Project Proposal Applications (found on page 6) on rolling deadlines.

We encourage applicants to contact us to discuss potential projects prior to submitting an application by emailing Jason.Traweek@austintexas.gov. Proposals will be reviewed as they are submitted. Once submitted, proposals can take up to three months to approve.

All applications will be reviewed by ACF. The Community Tree Program serves as Advisor to the ACF regarding grant recipients.

EXHIBIT "A"



APPLICATION REQUIREMENTS

<i>Deadlines</i>	Project Proposal Applications for UFG funding may be submitted at any time, but should be submitted for review a minimum of three (3) months prior the proposed start of the project in order to have sufficient time for review. Complex proposals or incomplete applications will require a longer review time. This fund should not be considered for projects with very short, time sensitive deadlines.
<i>Bids</i>	If your proposed grant includes a line item for contracted work or materials totaling \$3,000 or more (per item), we require three bids be included with your application.
<i>Projects on public land</i>	Projects on public lands require the review and approval of City of Austin staff from the appropriate departments. Applicants must discuss proposal ideas with relevant department representatives before submitting an application. See the Contact section (page 5) for the departments and individuals to contact.
<i>Constraints</i>	The UFG does not fund indirect or overhead expenses and funds may not be used as compensation for work performed by the applicant.



PROJECT CATEGORIES

Each application must identify the category and subcategory that best represents their Project Proposal Application. If an application includes work in multiple categories, each of those categories must be clearly defined in the project description and broken out in the budget. The following table lists the main categories and corresponding subcategories:

Tree Planting & Care ¹	Education & Promotion	Urban Forest Stewardship
<ul style="list-style-type: none">▪ Tree purchasing▪ Tree installation▪ Tree establishment (irrigation, mulch)▪ Tree care/maintenance	<ul style="list-style-type: none">▪ Public education▪ Events▪ Print/online materials▪ Research▪ Public art	<ul style="list-style-type: none">▪ Invasive species control²▪ Disease control▪ Mapping▪ Forestry technology▪ Staffing/internships³

^{1,2} See the [UFG website](#) for specific requirements on tree planting, care, and invasive species removals

³ Eligible for non-profit or governmental entities only.

PROJECT PROPOSAL FORMAT

The Project Proposal Application must meet the eligibility and application requirements previously detailed. If these are met, the proposal will be reviewed by the program manager to evaluate the potential urban forest benefit. Specific items which may be considered are: tree benefit, resident/community impact and experience, feasibility, ability to encourage the use of local businesses, habitat biodiversity and organization capabilities.

Applicants are to submit to ACF the Project Proposal Application (found on page 6) along with a project write-up formatted as follows:

I. Project Title

II. Project Description and Objectives

Describe the intent of the project and how it would benefit Austin's urban forest. Provide a clear and detailed statement of the project's objectives and include the associated project category and subcategory.

III. Approach and Methods

Describe the specific process(es) that will be utilized to achieve project objectives.

IV. Timeline

Provide the time frame from initiation to completion of the project. This should include milestones to assess progress.

V. Budget

Identify the amount of funding requested. Provide a detailed budget table of costs, including all supplies, materials, and any other associated expenses. Include costs that are to be provided or paid for by other revenue sources to show in-kind contributions to the project. This can be in the form of materials and labor. The current, nationally recognized value of volunteer time can be found here: https://www.independentsector.org/volunteer_time

VI. Contact Information

Provide the name, phone number, email address, and mailing address of the primary applicant who will be the single point of contact.

VII. Personnel Qualifications

This section should identify the names, qualifications, and contact information for all personnel who will be managing this project. State the primary work assigned to each person and the percentage of time each person would devote toward each work assignment. Identify key persons by name and title, and provide the resumes describing relevant experience.



WHAT IS REQUIRED IF I RECEIVE AN URBAN FOREST GRANT?

Project Reporting

Quarterly progress reports are required while the project is active. Reports must be in the form of an email and must clearly include the following information.

- Progress / status of the project
- Notable achievements or set backs thus far
- Estimated time to complete the project
- Line item report of expenditures the UFG has funded

Field Visits

Applicants should request field visits from the UFG manager to discuss proposed or ongoing projects. In turn, the UFG manager may request a meeting or visit the site at any time during the project to check the progress of the work.

Changes

Proposed changes to approved grant applications are to be submitted in writing to the UFG manager (see Contacts on page 6). A letter of approval from the UFG manager must be obtained before proceeding with the changes.

Post Project Reporting

At the completion of the project, applicants are required to notify the UFG manager and complete a post-project final report that answers the following six questions:

1. Project title
2. What were the original project objectives and were they attained?
3. What objectives were most successful?
4. What objectives were least successful?
5. Did the results meet your expectations?
6. What would you change if you were to repeat this project?

The report must be in a word or PDF document and submitted within 6 weeks of project completion.

Send all reports to: Jason.Traweek@austintexas.gov

EXHIBIT "A"

2024-2025

URBAN FOREST GRANT CONTACTS



Sara Watson

swatson@austincf.org

Office: (512) 472-4483

4315 Guadalupe Street, Suite 300

Austin, Texas 78751

Jason Traweek

Urban Forestry Resource Coordinator

Jason.Traweek@austintexas.gov

Office: (512) 974-2332

City of Austin, Development Services Dpt

One Texas Center, 5th Floor

505 Barton Springs Road

Austin, Texas 78704

2024-2025

CITY OF AUSTIN DEPARTMENT CONTACTS

Projects on public lands require the review and approval of City of Austin staff from the governing departments. It is strongly encouraged to discuss proposal ideas with both the UFG manager and these department representatives when planning a new project proposal.

Project Location	Department	Contact	
In a public park or along trails	Parks and Recreation Urban Forestry	Christine Canul	christine.canul@austintexas.gov 512-974-9515
Near a waterway or in a preserve	Watershed Protection	John Clement	John.Clement@austintexas.gov 512-974-1475

EXHIBIT "A"

PROJECT PROPOSAL APPLICATION



Application Date: ____ / ____ / ____

Project Title: _____

Project Category: ☐ Tree Planting & Care ☐ Education & Promotion ☐ Urban Forest Stewardship

Project Subcategory: ☐ Tree purchasing ☐ Public education ☐ Invasive species control
☐ Tree installation ☐ Events ☐ Disease control
☐ Tree establishment ☐ Print/online materials ☐ Mapping
☐ Tree care/maintenance ☐ Research ☐ Forestry technology
☐ Public art ☐ Staffing/internships

Amount Requested: \$ _____

Applicant Name: _____

Organization: _____

Email Address: _____

Does the project meet the required basic criteria?

Within city limits? ☐ YES ☐ NO

On public property or Civic areas as defined in 25-2-6(A) within the Land Development Code, or within 15 feet of these areas? ☐ YES ☐ NO

For public benefit? ☐ YES ☐ NO

Adhere to the Land Development Code criteria? ☐ YES ☐ NO

Is not for satisfying regulatory compliance requirements? ☐ YES ☐ NO

Include in your application: ☐ This coversheet ☐ Three bids for each line item over \$3,000 that proposes to pay for contracted work or materials
☐ Project Proposal (as outlined on pg. 4)

EMAIL APPLICATIONS TO AUSTIN COMMUNITY FOUNDATION: swatson@austincf.org

Exhibit “B”

Scope of Services Urban Forest Grant Program General Fund

As part of the Special Project Fund Agreement between Austin Community Foundation and Urban Forest Grant Program, ACF will provide the following services:

Special Project Fund Services:

- Accepting and receipting charitable donations
- Processing accounts payable
- Online account access
- Account statement production and review by request
- No additional tax forms or audits required on your activity at ACF
- 1 customized online grant application form to share on your website, email and social media (option to edit form annually)
- Customized and branded award letters, contracts and required reporting (option to edit annually)
- Online reviewing access for grant applications
- Required reporting received online, including systemized reminder emails to applicants regarding deadlines

Exhibit “B”

Scope of Services Urban Forest Grant Program Large Grant Fund

As part of the Special Project Fund Agreement between Austin Community Foundation and Urban Forest Grant Program, ACF will provide the following services:

Special Project Fund Services:

- Accepting and receipting charitable donations
- Process and pay grants over \$75,000
- Online account access
- Account statement production and review by request
- No additional tax forms or audits required on your activity at ACF
- 1 customized online grant application form to share on your website, email and social media (option to edit form annually)
- Customized and branded award letters, contracts and required reporting (option to edit annually)
- Online reviewing access for grant applications
- Required reporting received online, including systemized reminder emails to applicants regarding deadlines

Exhibit “C”

Record Retention and Destruction Policy

PURPOSE

The Austin Community Foundation (“Foundation”) is committed to effective records retention to meet legal standards, ensure privacy, optimize the use of space, minimize the cost of record retention, and ensure that outdated records are properly destroyed. Failure to maintain such records could subject the Foundation to penalties and fines.

“Records” discussed herein is used interchangeably with “documents” and may be in either electronic or paper form. All records shall be maintained and be retained in such a manner so that the Foundation:

1. Meets legal standards for protection, storage and retrieval;
2. Protects the privacy of donors, grant/scholarship recipients, and employees of the Foundation;
3. Optimizes the use of space;
4. Minimizes the cost of record retention;
5. Destroys outdated records in a proper manner.
- 6 Ensures that Foundation employees, know what documents should be retained, the length of their retention, means of storage, and when and how they should be destroyed.

The Foundation shall retain records for the periods shown in the Document Retention Schedule. If a lawsuit is filed or imminent, or a legal document request has been made by an authorized party upon the Foundation, ALL RECORD DESTRUCTION MUST CEASE IMMEDIATELY.

DOCUMENT RETENTION

The Foundation follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

Category of File	Item	Retention Period
Finance		
	Annual Audits & Financial Statements	Permanent
	Annual Investment Statements	4 years
	Bank deposits & statements	7 years
	Check Registers	7 years
	Depreciation Schedules	Permanent
	Electronic Fund Transfer documentation	4 years
	Equipment files/maintenance records	7 years
	Fund Accounting reports	7 years
	General Ledger	7 years
	Insurance claims	Permanent
	Insurance Policies (expired)	4 years
	Investment Performance Reports	4 years
	Invoices & expense documentation	7 years
	IRS 1099s	7 years
	Journal entries	7 years

Exhibit “C”

	Tax Returns - CRT	Permanent
	Tax Returns - Form 990	Permanent
Legal		
	Articles of Incorporation	Permanent
	Board & Committee Meeting Minutes	Permanent
	Bylaws	Permanent
	Contracts & Agreements	7 years after expiration
	General Correspondence	2 years
	IRS Tax Determination Letter	Permanent
	Legal Correspondence & Filings	Permanent
	Real Property Deeds, Leases, Conveyances	Permanent
Human Resources		
	Employment Applications	4 years
	Personnel files	7 years after termination
	Timesheets	4 years
	Withholding tax statements	7 years
	Payroll records	Permanent
Communications		
	Annual Reports	Permanent (5 copies)
	Publications	Permanent (5 copies)
	Photos	Permanent
Funds		
	Endowment Fund Agreements	Permanent
	Quasi-endowed & Non-endowed Fund Agreements	4 years after Fund closed
	Modifications to Endowment Agreements	Permanent
Gifts		
	Donation records (excluding real property	4 years
	Real property records	Permanent

Exhibit “C”

Grantmaking		
	Approved Grants/Scholarships - all documentation supporting payment, including application/recommendation, due diligence, agreement letters, transmittal letters, and post grant/scholarship reporting.	7 years after payment
	Declined Grants/Scholarships	1 year
Board of Directors		
	Conflict of Interest disclosure statements	4 years
	Form 990 Relationship disclosure	4 years
Technology		
	Software licenses & support agreements	7 years

DOCUMENT DESTRUCTION

The Foundation’s General Counsel, in consultation with the Finance Director, is responsible for the ongoing process of identifying its financial records, which have met the required retention period and overseeing their destruction. The Foundation’s General Counsel is responsible for the ongoing process of identifying its non-financial records which have met the required retention period and overseeing their destruction. The Foundation may elect to maintain some documents longer than the stated retention period. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

Adopted by the Board of Governors on: October 28, 2009

Amended by the Board of Governors on: August 31, 2011



City of Austin Purchasing Office

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

DATE: 7/23/2019

DEPT: Development Services Department

TO: Phyllis Benitez, Procurement Specialist III

FROM: Emily King, Urban Forester

PURCHASING POC: Osiris Valdez

PHONE: 512-974-9548

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

- The purpose of this contract is for a single entity to provide grant fund management services for the City of Austin's *Urban Forest Grant*. These services will provide the mechanism through which community members can apply for and receive grants for community forestry projects, as well as providing a system for City of Austin staff to review and track the progress of projects.
- **Professional Service Exemption:**
 - The vendor is the most qualified to provide the services because they provide the specific grant management services that is required for the Urban Forest Grant. No other organization in Austin provides this kind of service.
 - This vendor has provided this service for the City of Austin for 10 years.
 - This procurement will not be component of a larger service.
 - The vendor is a City of Austin local vendor.
 - This vendor specializes in grant management for other local grantors.
 - The impact of a contract not being secured with this vendor would be the loss of use of the Urban Forest Grant program. This program is an essential part of the Development Services Department's ability to fund community-initiated forestry projects.
 - There are no other local vendors that provide the same services that this vendor does.
- **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: Contract No. NG100000078, First Amendment
 - ☐ 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.
 - ☐ Other means of determining Price Reasonableness.
Notes: Describe any other source that was used to establish Price Reasonableness.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Place holder for department
procurement description area

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)
 - ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
 - ☐ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
 - ☐ Other supporting documentation

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): Austin Community Foundation for

(Description of Procurement): Urban Forest Grant Management Services

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 12 (# months for base term) in the amount of \$750,000 with 4 (# of renewal options) for \$450,000 each for a total contract amount of \$2,550,000.

Recommended
Certification

E. King 7/24/19
Originator Date

Approved
Certification

Ben Lucas 8/1/2019
Department Director or designee Date

Bob H 8/13/19
Assistant City Manager / General Manager Date
or designee (procurement requiring Council approval)

Purchasing Office
Review

Cynthia Ellis 8/17/19
Authorized Purchasing Office Staff Date

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

Purchasing Officer or designee Date

GOAL DETERMINATION REQUEST FORM

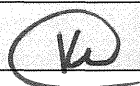
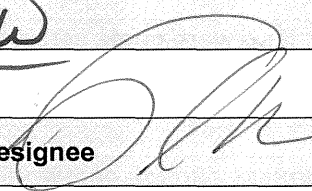
Buyer Name/Phone	Phyllis Benitez 512-974-3145	PM Name/Phone	DeMarcos Mendoza, 512/974-2500
Sponsor/User Dept.	Development Services Dept.	Sponsor Name/Phone	DeMarcos Mendoza, 512/974-2500
Solicitation No	Certificate of Exemption - 131960	Project Name	Urban Forest Grant Fund Administration
Contract Amount	\$2,550,000.00	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Urban Forest Grant Fund Administration			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
NG100000078; No goals were established.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91800 - 100%			
Phyllis Benitez		8/19/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/29/19	Date Assigned to BDC	8/29/19
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
80 MBE + 46 WBE General Consultants . Unknown how many of them are qualified to perform this scope	
Subcontracting Opportunities Identified	
No subcontracting opportunities	
Counselor Name	
SMBR Staff 	Signature/ Date 8/23/19
SMBR Director or Designee 	Date 8/29/19
Returned to/ Date:	