

**AMENDMENT NO. 3 TO THE
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
CITY OF AUSTIN
AND
UNITED WAY FOR GREATER AUSTIN**

This Amendment ("Amendment") to the Professional Services Contract ("Contract") is entered by and between the City of Austin ("City") and United Way of Greater Austin ("Grant Administrator"). Through the Contract, the Grant Administrator administers the Childcare Support Fund grant program. The Contract is amended, as shown below, with new language underlined.

Section 2.1, Contract Term, is amended as follows:

2.1 Term of Contract. The Contract shall be in effect from June 8, 2020 through January 31, 2021 (Term). Because [if] additional [sources of] funds [for grants are] have been identified, [based on continued urgent need due to COVID-19 prevention measures,] the Term is [may be] extended[, in writing] from February 1, 2021 through September 30, 2021.

Section 3.2 is deleted:

~~3.2 All Childcare Support Fund awards must be completely spent by the grantee before December 30, 2020. _____.~~

Section 4.1 Contract Amount, is amended as follows:

4.1 Contract Amount. Grant Administrator acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City for administration of the grant program under this Contract for the initial term shall not exceed \$100,000. ~~[If additional sources of funds for grants are identified, based on continued urgent need due to COVID-19 prevention measures, the Term may be extended, in writing from February 1, 2021 through September 30, 2021.]~~

The maximum amount payable by the City for the administration of grants during the extended term of the Contract is a five percent (5%) administrative fee, not to exceed \$250,000. The total amount of grant funding that the Grant Administrator will award, through the extended term of this Contract, to eligible grantees is \$6,048,000 [1,048,000]. For the amount added by this amendment, it shall be paid to the Grant Administrator by the City as follows:

- a. 20% when this amendment is executed;
- b. 75% when application is designed, webinar has been delivered, applications are being received and the Grant Administrator has:
 - i. Engaged with City Contract Manager to understand program goals;
 - ii. Demonstrated understanding of Scope of Work/Deliverables and identified additional needs and next steps;

- iii. Finalized Program Guidelines and Criteria and identified additional needs and next steps;
 - iv. Finalized Program Application and identified additional needs and next steps;
 - v. Finalized Data systems and reporting and identified additional needs and next steps; and
 - vi. Discussed and developed a Communication Plan and launched the program, identifying a completion date for the Communication Plan.
- c. 5% at conclusion of work.

All other terms and conditions as stated in the original Contract shall remain in effect.

The parties' duly authorized representatives execute this Amendment on the dates set forth, below.

CITY OF AUSTIN

UNITED WAY OF GREATER AUSTIN

BY: Rodney Gonzales

BY: David C. Smith

NAME: Rodney Gonzales

NAME: David C. Smith

TITLE: Assistant City Manager

TITLE: CEO

DATE: 1/15/2021

DATE: 01/08/2021

Approved as to form:

Ron Pigott

Digitally signed by Ron Pigott
DN: cn=Ron Pigott, o=City of Austin,
ou=Assistant City Attorney,
email=ron.pigott@austintexas.gov, c=US
Date: 2021.01.14 12:47:41 -06'00'

Assistant City Attorney