



Amendment No. 1  
To  
FISCAL YEAR 2019-20  
AGREEMENT BETWEEN THE CITY OF AUSTIN  
AND  
THE HOUSING AUTHORITY OF THE CITY OF AUSTIN  
FOR SERVICES PROVIDED UNDER  
RELIEF OF EMERGENCY NEEDS FOR TENANTS (RENT) PROGRAM  
CDBG-CV CFDA #14.28

1.0 The Agreement is hereby amended as follows:

- 1.1 The Agreement title is modified to add a Federal Award Identification Number: B-20-MW-48-0500.
- 1.2 The Agreement title is modified to add a Federal Award Date: July 22, 2020.
- 1.3 The Agreement title is modified to add a DUNS Number: DUNS # 095111829.
- 1.4 The Agreement is re-titled an Interlocal Agreement, and the following Recitals are added to state the following:

**WHEREAS**, this Interlocal Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City is a local government entity as defined by Texas Government Code Section 791.003, and the Housing Authority of the City of Austin is a government authorized Housing Finance Corporation pursuant to Texas Local Government Code Chapter 394.

1.5 The total Agreement actions are recapped below:

Term	Agreement Amount for the item	Total Agreement Amount
Initial Agreement: 8/9/2020-1/31/21	\$15,900,000	\$15,900,000
Amendment No. 1: Add an additional term to the Agreement from 1/1/21-1/31/22, add required federal language, and add additional funding for a total amount not to exceed \$19,100,000.	\$3,200,000	\$19,100,000

1.6 Section 1.1 (Levels of Accomplishment) of the Agreement is amended to increase the Agreement amount, number of estimated households, and program duration as follows:

**1.1 Levels of Accomplishment – Goals and Performance Measures.**

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

Distribute up to \$19,100,000.00 in rental assistance to pay an estimated 12,000 monthly rent payments throughout the 18-month duration of the Program.

Of Program participants, aim to have at least 2/3 of Program participants be at 30% MFI and below.

**1.7 1.1 Levels of Accomplishment – Goals and Performance Measures.**

Change the metrics to define measures of accomplishment to reflect total monthly rents paid and not total households served.

Original language:

Distribute up to \$12.9 million in rental assistance to serve an estimated 6,000 households throughout the 6-month duration of the Program.

Revised language:

Distribute up to \$12.9 million in rental assistance to pay an estimated 10,000 monthly rent payments throughout the 6-month duration of the Program.

**1.8 Section 2.1 (Term) is amended to extend the term of the Agreement to state the following:**

**2.1 Term.** This Agreement shall commence on August 10, 2020 and terminate on January 31, 2022.

**1.9 Section 5.1 is amended to increase the program cost as follows:**

**5.1 Total Liability:** Notwithstanding any other provision of this Agreement, the City's total liability for payment of funds to Subrecipient under this Agreement shall not exceed \$15,525,000.00 for direct services (rental assistance) plus \$3,575,000.00 for operations related expenditures (the fixed fee), for a grand total of \$19,100,000.00 (NINETEEN MILLION ONE HUNDRED THOUSAND DOLLARS) of CDBG-CV, Corona Virus Relief, and General Funds.

	Initial Agreement	Extended Agreement	Total Agreement
Direct Services	\$12,900,000.00	\$2,625,000.00	\$15,525,000.00
Operations Related Expenditures	\$3,000,000.00	\$575,000.00	\$3,575,000.00
TOTAL CONTRACT AMOUNT	\$15,900,000.00	\$3,200,000.00	\$19,100,000.00

**1.10 Section 8.6.3 is added to state the following:**

**8.6.3** The costs not allowable according to 2 CFR 200.403 and 404. City shall have the authority to make the final determination as to whether an expense is an allowable cost.

**1.11 Section 15.4 is amended to add the following sentence:**

**15.4** Failure to provide adequate responses or documentation within this timeframe will result in additional actions as identified in Section 15.8 of this Agreement.

**1.12 Section 15.8 is added to state the following:**

**15.8** If the Subrecipient fails to adhere to the monitoring requirements in accordance with the terms and conditions of Section 15 of this agreement, The City may impose additional conditions, as described in §200.207 Specific Conditions including the following:

- i. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

- ii. Requiring additional, more detailed financial reports;
- iii. Requiring additional program monitoring;
- iv. Requiring the Subrecipient to obtain technical or management assistance; or
- iv. Establishing additional prior approvals.

15.8.1 If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the City;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate the Federal award;
- iv. Recommend the initiation of suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations;
- v. Withhold further federal awards to the Subrecipient; or
- vi. Take other remedies that may be legally available.

1.13 Section 20.3 is added to state the following:

20.3 Subrecipient shall administer the program in a manner to affirmatively further the policies of the Fair Housing Act as established on 24 CFR Part 570.601, 602 and 608.

1.14 Section 48.4 is added to state the following:

48.4 However, in the event Subrecipient determines that exception to HUD's conflict of interest requirements is appropriate and in accordance with 24 CFR §570.611(d), Subrecipient may prepare the documentation required by this provision and transmit such material to City. Upon receipt, City may submit the request to HUD for a determination. The parties agree to accept the final HUD determination.

2.0 The Statement of Work, Exhibit A, is hereby amended as follows:

2.1 Section I(A) is amended to add the following sentence:

For purposes of this Agreement, an adult is defined as an individual who is 18 years of age or older or a minor under the age of 18 who has been emancipated to act on his/her own behalf, including the ability to execute a contract or lease.

2.2 Section I(D) is added to state the following:

D. Eligible households must be located in the City of Austin full-purpose jurisdiction.

2.3 Section II (Deliverables), the first paragraph, is amended to state the following:

#### **SECTION II - DELIVERABLES**

In order for Subrecipient to qualify for the \$15,525,000.00 for emergency rental assistance plus \$3,575,000.00 for operations related expenditures, for a grand total of \$19,100,000.00 (NINETEEN MILLION ONE HUNDRED THOUSAND DOLLARS), the Subrecipient must provide the following deliverables:

2.4 Section VII (D) is added to state the following:

D. Violence Against Women Act (VAWA). Subrecipient will carry out each activity in compliance with all federal laws and regulations described in 24 CFR 92, Subpart H, including 24 CFR 92.352 (except for the City's responsibilities for the environmental review, if applicable) and 24 CFR 92.357. Subrecipient must be in compliance and meet all the VAWA requirements in accordance

with 24 CFR 92.359. In addition, the VAWA requirements apply for the period for which the rental assistance contract is provided. Subrecipient must develop forms and applicable procedures to implement this regulation and provide the notices and certifications required under 24 CFR 5.2005.

2.5 Section VII (E) is added to state the following:


E. Duplication of Benefits Policy. To comply with the Verification Process in Section II (Deliverables), subsection 3, of this Statement of Work, Subrecipient shall develop a policy to avoid the duplication of benefits to rental assistance recipients, also known as a Duplication of Benefits Policy. Subrecipient shall provide a copy of said policy to City within 10 days of the execution of the Agreement.

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

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature: 

Printed Name: MICHAEL G. GERNER

Title: CEO  
Housing Authority of City of Austin

Date: 1/11/2021

Signature: 

Printed Name: Rosie Truelove

Title: Director  
City of Austin  
Housing and Planning Department (formerly  
Neighborhood Housing and Community  
Development)

Date: 1/11/2021