



**June 9, 2022**

Questions and Answers Report



Mayor Steve Adler

- Council Member Natasha Harper-Madison, District 1
- Council Member Vanessa Fuentes, District 2
- Council Member Sabino "Pio" Renteria, District 3
- Council Member Josè "Chito" Vela, District 4
- Council Member Ann Kitchen, District 5
- Council Member Mackenzie Kelly, District 6
- Council Member Leslie Pool, District 7
- Council Member Paige Ellis, District 8
- Council Member Kathie Tovo, District 9
- Council Member Alison Alter, District 10

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## QUESTIONS FROM COUNCIL

**Item #3:** Approve amendments to Austin Resource Recovery's Solid Waste Services Administrative Rules, related to the use of City services for certain residential units and the Universal Recycling Ordinance.

COUNCIL MEMBER VELA'S OFFICE

1) *Can you share what impact these amendments will have on the work ARR is currently conducting on Brownie and Sam Rayburn fourplexes? Does the "department collection services" language currently include dumpster services the City pays for already at these properties?*

The amendment proposed in Item #3 will have no impact on current Austin Resource Recovery service delivery, including both cart and dumpster service. The amendment is intended to align language in the Administrative Rules with the language in the City Code.

Austin Resource Recovery is the only department within the City which operates under unique code [City Code § 15-6-3] requiring administrative rules to be approved, modified, or disapproved by City Council. As a result, to correct this inconsistency, the amendment has been presented for Council consideration on the June 9 agenda.

**Item #4:** Authorize negotiation and execution of a financing agreement with the Texas Water Development Board for a 20-year low-interest loan in the amount of \$18,000,000 through the State Water Implementation Fund for Texas loan program, for the implementation of Austin Water's Advanced Metering Infrastructure program.

COUNCIL MEMBER KELLY'S OFFICE

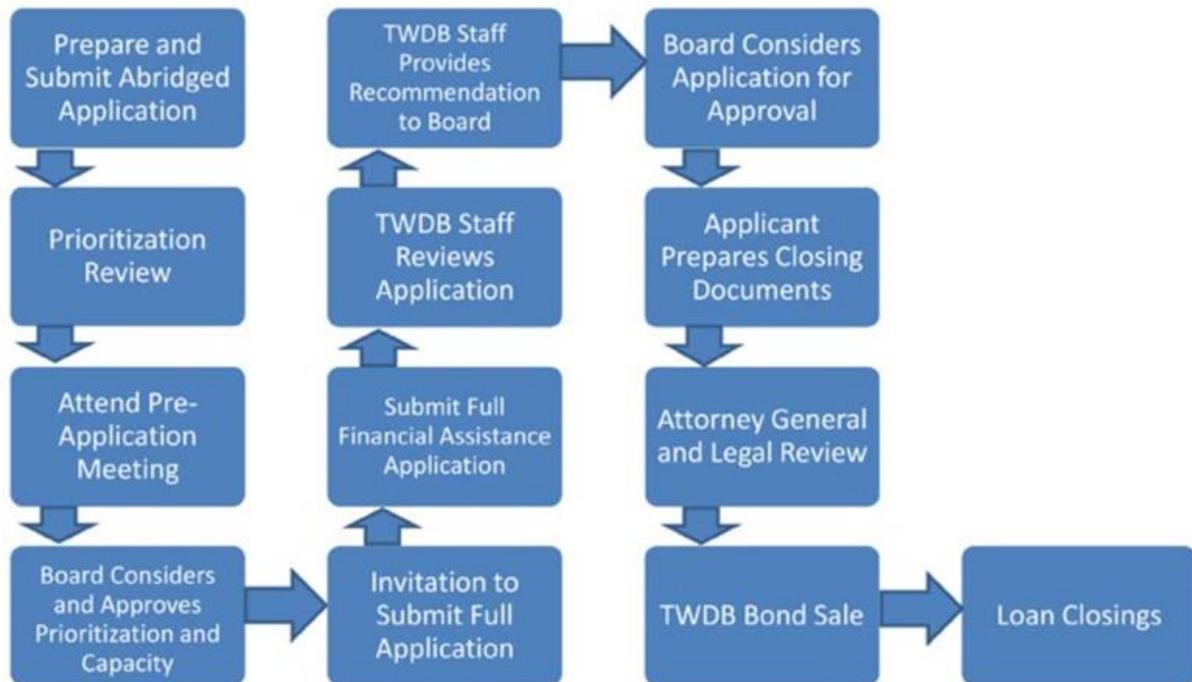
1) *What is the SWIFT program application process?*

The application process for seeking SWIFT funding begins at the regional planning level for Water Management Strategy Projects included in the most recently adopted state water plan. The Texas Water Development Board (TWDB) solicits SWIFT Abridged Applications for financial assistance up to twice a year. The board ranks submitted project applications using the SWIFT prioritization system. Next, the prioritized projects list, along with the Executive Administrator's recommendations regarding program funding capacity, are presented for TWDB Board consideration. If approved, project applications ranked within funding availability are invited to submit full SWIFT financial assistance applications. Invitations are sent to applicants and full applications are typically due within 30 days. Full applications include information needed to complete the standard financial, legal, engineering, and environmental reviews by the TWDB. Once

the technical review process is complete, the project is presented to the Board for funding consideration.

Before submitting a SWIFT application, Austin Water would recommend council action for authorization to submit an application. Council authorization for the current SWIFT AMI loan was received on April 21, 2016.

An overview of the TWDB SWIFT application/loan process is shown in the diagram below.



2) *What is the interest rate?*

Projects approved under the SWIFT program, receive long-term, fixed-rate loans offered at below-market interest rates, with loan terms ranging 20 to 30 years. Interest rates are based on the TWDB's cost of funds, which reflects the program's AAA credit rating (note that AW maintains a AA credit rating). The interest rate is further reduced by a subsidy established by the Board for each funding cycle. Interest rates for this November 2023 TWDB SWIFT loan closing will not be sent to AW until October 2023, however the subsidy percentage for 20-year tax-exempt issues for the 2021 funding cycle was up to 25%.

3) *Does the interest compound?*

SWIFT loans are simple interest loans; interest accrues and is paid semiannually in November and May in accordance with the final amortization schedule for each loan.

**Item #5:** Authorize negotiation and execution of a cost participation agreement with Gateway Oasis V, LLC, to reimburse the developer in an amount not to exceed \$9,766,500, for costs associated with the design and construction of an oversized water main and appurtenances related to Service Extension

Request No. 4989 that will provide water service to a proposed manufactured home and recreational vehicle development located at 10203 Rodriguez Road.

COUNCIL MEMBER KELLY'S OFFICE

1) *How many reimbursements have we completed with Gateway Oasis V, LLC?*

This is the first Cost Reimbursement Agreement with Gateway Oasis V, LLC.

2) *What is the total amount of funds sent to Gateway Oasis V, LLC from 2016 to the present day?*

No funds have been sent and cost participation amounts will be reimbursed after the project has been constructed and accepted by Austin Water.

**Item #6:** Authorize the negotiation and execution of an agreement with Oculi Studio LLC for artwork for the Corridor Construction Program William Cannon Drive Improvements Art in Public Places Project, in an amount not to exceed \$104,000.

COUNCIL MEMBER FUENTES' OFFICE

1) *What is the timeline for this artwork? Please provide more details as to where this artwork will be located.*

The general artwork location is identified as the north and/or southwest intersection of E. William Cannon Drive at McKinney Falls Parkway. The selected artist will work with the project team to integrate the artwork with the site. The artist will begin with a community engagement phase to inform the exact artwork location and design. The artwork is intended to be installed in 2024.

More information on the William Cannon Corridor Construction Project can be found at <https://data.austintexas.gov/stories/s/William-Cannon-Corridor/njh3-ee8j/>.

**Item #6:** Authorize the negotiation and execution of an agreement with Oculi Studio LLC for artwork for the Corridor Construction Program William Cannon Drive Improvements Art in Public Places Project, in an amount not to exceed \$104,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *How many art projects have we commissioned with Brent Baggett and/or Oculi Studio LLC?*

Art in Public Places has commissioned Brent Baggett for two temporary artworks (2013 TEMPO, 2016 TEMPO) and one permanent artwork (2015 Austin Police Department Mounted Patrol) which has not been completed due to Capital Project delays.

2) *What is the estimated completion time of this project?*

The artwork is intended to be installed in 2024.

**Item #7:** Approve an ordinance setting the assessment rate and approving a proposed 2023 assessment roll for the East Sixth Street Public Improvement District.

COUNCIL MEMBER KELLY'S OFFICE

*1) When was the last time this assessment was conducted?*

The levying of assessments is an annual process in alignment with State law and the City's annual budget process. The last time Council acted on the assessment for this public improvement district was June 10, 2021, Item 13.

*2) How was the \$0.10/\$100 assessment rate calculated and is it assessed in relation to similar areas in different cities?*

The management entity of the PID is responsible for providing to Council a requested assessment rate that covers the cost of the eligible expenses that provide a special benefit to the assessed properties. The assessment rate maximum is established during the re/authorization process based on the method of assessment specified by a valid petition of property owners. The assessment rates for this year are in line with past years and were established by the valid petitions of property owners in their PIDs' respective reauthorizations in 2019. The South Congress PID requested assessment rate is the same as in past years and comports with the reauthorization target rate. At this time, staff does not have benchmark information to provide regarding assessments in relation to similar areas in different cities.

**Item #8:** Approve an ordinance setting the assessment rate and approving a proposed 2023 assessment roll for the South Congress Public Improvement District.

COUNCIL MEMBER KELLY'S OFFICE

*1) When was the last time this assessment was conducted?*

The levying of assessments is an annual process in alignment with State law and the City's annual budget process. The last time Council acted on the assessment for this public improvement district was June 10, 2021, Item 12.

*2) How was the \$0.20/\$100 assessment rate calculated and is it assessed in relation to similar areas in different cities?*

The management entity of the PID is responsible for providing to Council a requested assessment rate that covers the cost of the eligible expenses that provide a special benefit to the assessed properties. The assessment rate maximum is established during the re/authorization process based on the method of assessment specified by a valid petition of property owners. The assessment rates for this year are in line with past years and were established by the valid petitions of property owners in their PIDs' respective reauthorizations in 2019. As with last year, the E 6th PID requested assessment rate this year (\$0.10/\$100) is lower than what was established as the maximum during the 2019 reauthorization (\$0.19/\$100), upon request of that PID's management association in response to reduced revenues during COVID-related closures. At this time, staff does not have benchmark information to provide regarding assessments in relation to similar areas in different cities.

**Item #9:** Authorize execution of an interlocal agreement with the University of Texas at Austin’s Extended Education Ventures to license continued use of 11 online small business classes for a 36-month term, for a total contract amount not to exceed \$82,500.

COUNCIL MEMBER FUENTES’ OFFICE

1) *How many individuals have participated in each of these 11 online small business classes? Are class evaluations issued at the conclusion of each class? If so, please share a summary of the evaluations.*

The 11 online classes are pre-recorded and will be available on-demand, providing access to business owners who are too busy to attend a class scheduled during normal business hours. Participation data is available on 9 of the 11 classes included in the proposed interlocal agreement.

<u>Online Class</u>	<u>Views</u>
How To Write A Business Plan	681
Human Resources Basics	273
Managing Your Cash Flow	277
Marketing Essentials	446
Small Business Accounting	448
Small Business Recordkeeping	397
Social Media Best Practices	194
Strategic Pricing	204
Supervisory Excellence	181
Totals	<u>3101</u>

Participants do receive a class evaluation. The classes have so far received a 90% aggregate satisfaction rating from participants.

**Item #9:** Authorize execution of an interlocal agreement with the University of Texas at Austin’s Extended Education Ventures to license continued use of 11 online small business classes for a 36-month term, for a total contract amount not to exceed \$82,500.

COUNCIL MEMBER KELLY’S OFFICE

1) *How many contracts have we completed with the University of Texas at Austin?*

This agreement would be the first licensing agreement with the University of Texas for use of online small business training content.

The Economic Development Dept. – Small Business Division has completed two (2) prior training agreements with the University of Texas primarily based on a pre-pandemic in-person training approach. For small business owners the licensing agreement provides entrepreneurs 24 hour on-demand access to core business development topics available at the convenience of a business owner’s schedule.

2) *What was the process for the \$82,500 assessment?*

The \$82,500 assessment was negotiated and offered by UT for a 36-month licensing agreement the equivalent of \$2,500 per class per year.

The license includes additional class production work to incorporate a City of Austin branded post class survey to record participant feedback, annual updates to the Human Resources and Business Tax class for prevailing regulations and the unlimited number of small business users over the course of the licensing agreement.

**Item #10:** Authorize negotiation and execution of a management agreement with Austin DMO, Inc. doing business as Downtown Austin Alliance for management of services funded by the Austin Downtown Public Improvement District for a period of five years for a total contract amount of \$79,115,646.00.

MAYOR PRO TEM ALTER'S OFFICE

1) *Please detail the funding source for the City's \$360k contribution.*

The City's annual payment in lieu of assessment of \$360,000 to the Downtown Public Improvement District is composed of \$75,000 from Austin Water and \$285,000 from Austin Convention Center.

2) *Please provide additional detail as to why the PID boundaries only extend to a portion of the South Central Waterfront District.*

The Board of Austin DMO, Inc., doing business as the Downtown Austin Alliance (DAA) is the designated management entity of the Downtown PID, and chose the boundaries of the proposed DPID. DAA staff shared that the DPID has included properties south of the river since it was created in 1993. Because plans for the South Central Waterfront District continue to be developed and are not yet fully defined, the DAA Board made the decision not to include the entire District in the DPID at this time. State law and the City's PID Policy allow for properties to join the PID on an annual basis and thus, the boundary can be expanded incrementally in compliance with State law and the City's PID Policy.

**Item #10:** Authorize negotiation and execution of a management agreement with Austin DMO, Inc. doing business as Downtown Austin Alliance for management of services funded by the Austin Downtown Public Improvement District for a period of five years for a total contract amount of \$79,115,646.00.

COUNCIL MEMBER KELLY'S OFFICE

1) *How was the \$79m amount assessed?*

The \$79 million is the total of estimated assessments for the first five years – from 2023 to 2028 -- of the Downtown Public Improvement District (DPID) based on proposed new PID boundaries. These estimates were calculated by the Downtown Austin Alliance (DAA), the Council-designated management entity of the DPID. DAA submitted estimates of assessments as required by State law and the City's PID Policy for PID authorization. This action is for contract spending authority only; each year Council will hold a public hearing and approve the annual

rate and total amount of assessment based on a current property roll provided by Travis County Appraisal District and reviewed by the City Controller's Office.

2) *How many projects have we done with Austin DMO LNC?*

This action is to approve a contract with Downtown Austin Alliance (DAA) for Public Improvement Districts (PIDs) services which are unique. The State of Texas grants municipalities and counties the power to create PIDs under Texas Local Government Code (LGC), Chapter 372. The city or county may initiate or receive a petition from property owners requesting creation of a PID which has a defined geographic area within the municipality or county. State law allows a wide variety of improvements, such as landscaping, affordable housing, sidewalks, art, libraries, mass transportation facilities, utilities as well as services to promote the PID and its administrative expenses. Since its inception in 1993, Austin City Council has designated DAA as the management entity of the Downtown PID; its Board of Directors determines how annual assessments are allocated. Council then reviews and approves DAA's annual Service and Assessment Plan and Budget, typically in the summer. For additional information on DAA's activities, visit <https://downtownaustin.com/what-we-do/> or for information on City of Austin PIDs.

**Item #14:** Authorize negotiation and execution of an amended and restated lease agreement for an initial term of three years with two five-year renewal options with East Holly, LLC, for approximately 3,580 square feet of retail space located at 417 Red River St., on the ground floor of the Austin Convention Center parking garage.

MAYOR PRO TEM ALTER'S OFFICE

1) *Will this lease still end in 2024, or by this action are we extending the time period (including extensions) of this lease?*

The new proposed agreement would effectively extend the term of the current lease (currently set to expire March 31, 2024) for 15 months assuming a July 1 effective date of the new agreement. The new 3-year term would overlap what was the last 21 months of the initial term and establish a new expiration date of June 30, 2025.

Under the existing lease, the tenant has the unilateral right to exercise two 5-year extensions and thus could extend the overall lease term to March 31, 2034. The new proposed agreement also provides for two 5-year extensions, but those extensions would be subject to Council approval (i.e. bilateral options).

**Item #20:** Authorize negotiation and execution of two contracts with Linda Rebecca Johnson d/b/a Arborholic LLC and TreeFolks, Inc. to provide the administration of tree programs and related services, each for a term of five years for total contract amounts not to exceed \$4,000,000 divided between the contractors.

COUNCIL MEMBER KELLY'S OFFICE

1) *What tree services are provided between the two services?*

The five tree services provided between the two vendors are as follows:

- a) TreeFolks, Inc. - The Neighborwoods program works to distribute free trees to eligible community members in an effort to lower temperatures and reduce the urban heat island effect in Austin neighborhoods. Tree giveaway/adoption events are hosted in neighborhoods that have a low tree canopy but are open to city wide participation.
- b) TreeFolks, Inc. - Ready, Set, Plant! is a creekside sapling planting program that takes place from October to March with a goal of improving water quality. This Program engages community members in helping restore creekside areas from low or no canopy (or low diversity areas) into diverse forested corridors by planting tree saplings in volunteer events.
- c) TreeFolks, Inc.-The Creation of Carbon Credits will document eligible trees through the City Forest Credits protocols, enabling the City to obtain local tree generated carbon credits.
- d) TreeFolks, Inc. – Procurement of seeds, seedlings, saplings, and trees – trees will be procured for City Departments to use in tree planting activities on City owned land in order to support the overall health of our tree canopy.
- e) Linda Rebecca Johnson D/B/A Arborholic LLC - The Certified Arborist Prep Course (CAP) is a training course that provides local landscape professionals, private individuals, and government employees, with affordable and comprehensive arboriculture instruction needed to pass the International Society of Arboriculture (ISA) Certified Arborist ding

2) What are the proposed sites for the new trees that are planned to be planted in the city?

At this time there are no sites identified for the new trees. The list of proposed planting sites is decided during each planting season, so will not occur until the new contract is in place.

However, DSD has designated high priority areas across Austin (Community Tree Priority Areas Map.), and these areas are prioritized in that planning.

**Item #25:** Ratify three contracts for tires, tubes, and associated components for City vehicles with Youngblood Automotive & Tire LLC d/b/a Youngblood Auto & Tire or Youngblood Auto, Kando Partners d/b/a Klingemann American Car Care Center, and Southern Tire Mart LLC d/b/a Southern Tire Mart in the amount of \$206,000.

MAYOR PRO TEM ALTER'S OFFICE

1) *What processes are in place to prevent further instances of overspending?*

Fleet Mobility Services has incorporated refresher training on the contract reconciliation process that accounts for system update delays along with increased oversight by management.

**Item #30:** Authorize award of two contracts with Metro Fire Apparatus Specialists Inc. and The Supply Cache, Inc. to provide wildfire equipment and supplies, each for a term of five years for total contract amounts not to exceed \$955,000 divided between the contractors.

COUNCIL MEMBER ELLIS'S OFFICE

- 1) *Please outline specific equipment to be purchased as part of the contract and what how that equipment will help address wildfire.*

The following types of equipment will be purchased as part of the contract:

- Tool pouches utilized to store equipment used by sawyer (wildland chainsaw operator) when working on fire line
- Weather monitoring equipment used to maintain situational awareness and predict fire growth potential and direction of growth
- Line packs used to hold equipment and personal protective equipment while working a wildland urban interface fire or wildland fire.
- Wildland hand tools used on fire line
- Pumps used to draft water out of static water sources
- Firing devices to light fire at prescribed burns or used for backburns in firing operations on a wildfire
- Eye protection personal protective equipment worn on helmets during wildfires or wildland urban interface fires
- Safety strobe lights worn on helmet to make responders visible during low visibility operations in smoke
- Neck shrouds worn on helmets to protect against smoke
- Gloves for fuels crew when working in the field during shaded fuel brake or fire resilient landscape operations
- Compasses for situational awareness during wildland operations used for navigation and reading maps
- Radios and components for communications and safety on wildfires, wildland urban interface fires, or prescribed burns
- Reference handbooks for wildfire operations
- Safety equipment for protection if needed to protect from being burned over in a wildland event. This is mandatory personal protective equipment for wildfire and prescribed burning operations

- 2) *The fiscal note lists \$63,667 available in the current operating budget that can go toward the contract, with the remaining contingent on future budgets. As we enter summer while experiencing a significant drought, are there any plans to use the immediately available funds to purchase equipment that can be used this wildfire season?*

The Austin Fire Department Wildfire Division plans to utilize 100% of its budget remaining in the Fiscal Year. The division spends its budget throughout the year in order to be prepared for and to meet its main objectives at any time of need. These objectives are to maintain effective emergency response to wildland and wildland urban interface fires; to work with Austin residents and neighborhood to create a more fire adapted community; and to work with landowners to increase fire resilient landscapes. Austin has two primary windows with high wildfire threat, our summer months where fuels are eligible to burn due to low humidity and heat, as well as in our late winter when those fuels become eligible to burn due to the normal freeze kills.

**Item #30:** Authorize award of two contracts with Metro Fire Apparatus Specialists Inc. and The Supply Cache, Inc. to provide wildfire equipment and supplies, each for a term of five years for total contract amounts not to exceed \$955,000 divided between the contractors.

MAYOR PRO TEM ALTER'S OFFICE

*1) Please provide more details on what equipment/supplies will be purchased, and how many firefighters will be outfitted through these contracts..*

The Austin Fire Department plans to utilize the contract to replace equipment and supplies as needed as they come to end of life or expiration. There are currently 108 firefighters in the Wildfire Battalion, 6 sworn staff in the Wildfire Division, Civilian personnel who work on prescribed burns in the division, and approximately 40 Texas Intrastate Fire Mutual Aid System (TIFMAS) team members who could be outfitted with equipment from the contract. Further, these contracts support all 64 front line units and 1,047 firefighters that protect our City. The 108 members of the Wildfire Battalion will be equipped and trained at a higher level, but every operational firefighter has wildfire protective equipment, and every frontline apparatus has tools and hose specific for addressing wildfire and wildland urban interface fires.

**Item #31:** Authorize negotiation and execution of a contract with Safeguard Health Plans, Inc. d/b/a MetLife to provide retiree dental insurance services, for a term of five years in an amount not to exceed \$920,000.

MAYOR PRO TEM ALTER'S OFFICE

*1) Is this the current or past provider of these services?*

Safeguard Health Plans, Inc. d/b/a MetLife is not the current provider of dental services to City of Austin retirees. Safeguard Health Plans, Inc. (not MetLife) did provide retiree dental services for the City of Austin in 2004 to 2006. MetLife did not and has not provided dental retiree services to the City of Austin.

**Item #34:** Authorize negotiation and execution of a cooperative contract with Carahsoft Technology Corporation for cloud-based scheduling software and support services, for a term of three years in an amount not to exceed \$420,000.

MAYOR PRO TEM ALTER'S OFFICE

*1) Is this cooperative contract for an existing service/use for the City, or a new technology deployment?*

This contract is for existing services which began June 3, 2020.

**Item #38:** Ratify multiple emergency contracts with various contractors to provide goods and services related to the Coronavirus pandemic in the amount of \$41,913,374.

COUNCIL MEMEBR KELLY'S OFFICE

*1) How much was estimated to be reimbursed by FEMA of the total, and when we estimate that the funds would be reimbursed?*

Of the contracts requested to be ratified, all but one will be submitted to the US Federal Emergency Management Agency (FEMA) for reimbursement of a portion or all of their respective amounts. The only contract that will not be submitted for reimbursement is a Council directed initiative called Eating Apart Together from Sysco Central Texas (Contract MA 9100 NE200000009, \$1,606,400). The City and Hagerty Consulting, a contractor hired by the City, are still formulating many of these reimbursements, it is not possible at this time to determine the exact reimbursement amount or timing of reimbursement. Expenses are gathered by project, according to the mission they fulfilled. All projects will have at least an initial submission to FEMA by Dec. 31, 2022, but they may not be inclusive of all expenses. For the submitted expenses, it can take 6-12 months to work through FEMA review and be reimbursed.

*2) Is there a reason that there are not uniform bill-to entities on some of the invoices?*

Invoices are billing statements, submitted from the contractor to the City. Usually, the "Bill to" information on a contractor's invoice is with the business address of the City department that placed the order. Departments sometimes use the City's primary PO Box as their Bill-to address. At other times, Departments may request the contractor submit invoices to their department's business address. For larger department, Bill-to addresses may differ depending on which division or units within the department placed the order. In most cases however, Bill-to addresses are not applicable as contractors usually submit their invoices to City departments via email and not by USPS mail or private courier.

*3) Some of the invoices lack purchase numbers. Is there a reason for that?*

In general, invoices should reference the order or the contract the invoice is related to. When invoices do not include this information, City staff may reject the invoice or work with the contractor to have the invoice corrected. When making emergency-related and urgently needed purchases, time may not permit normal processing of such documents. To ensure contractor availability to continue supporting the City through the emergency event, instead of rejecting incomplete invoices, staff will do additional research to confirm the applicable contract or order information that may be missing from the Invoice and provide this information to Accounts Payable.

*4) With the Spartan Medical invoice (a testing site) it appears there are invoices that do not indicate what goods or services were provided.*

The contract with Spartan Medical's was for is a turnkey testing site that used a flat daily fee for all required goods and services needed to run/manage the testing site. The contractor's required goods and services were detailed in the scope of work and invoices are based on number of operational days only.

*5) On the American Institute of Toxicology invoices, there are three contract numbers associated with the vendor from a spreadsheet, but the invoices do not indicate which contract number to bill against.*

See response to question 3 above.

*6) I'm curious about the \$53,612.57 to renovate an apartment at the Starburst Apartments, 8800 N IH 35. Was there a COVID specific reason for that charge?*

An individual receiving COVID-related housing services from the City, was transitioning between their initial placement at the ProLodge, to more permanent housing at Starburst Apartments. During their brief stay at Starburst Apartments, the individual substantially damaged a unit within the Starburst Apartments, which required extensive remediation and repairs. Although the charges were not due to COVID, they were ancillary to the City’s response to COVID related housing services.

**Item #41:** Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$52,500 from the Texas State Library and Archives Commission’s federal funder, Institute of Museum and Library Services, for costs associated with attending the Joint Conference of Librarians of Color, including registration, travel, lodging and meals.

COUNCIL MEMBER KELLY’S OFFICE

*1) How many times has the City of Austin received funds from the Texas State Library and Archives Commission for this conference or any other purpose?*

We have been awarded 8 grants from Texas State Library and Archives Commission to-date. This is the first year we have applied for the JCLC scholarship grants.

The grant awards are shown in the chart below.

Grant Program	State Fiscal Year	Total Grant Fund
Texas Supports Libraries 2022	SFY 2022	\$ 150,072.00
Texas Digital Navigators 2022	SFY 2022	\$ 237,481.00
Texas Telehealth 2022	SFY 2022	\$ 48,976.00
Special Projects 25 2022	SFY 2022	\$ 25,000.00
TSLAC Cares - Cycle 1	SFY 20-21	\$ 49,975.00
Special Projects (2016)	SFY 2016	\$ 75,000.00
TexTreasures Original 2017	SFY 2017	\$ 25,000.00
Special Projects 2017	SFY 2017	\$ 74,995.00
		\$ 686,499.00

**Item #43:** Approve an ordinance amending Chapters 5-1, 5-2, 5-3, and 5-4 of the City Code to prohibit discrimination based on protective hairstyle in housing, public accommodations, employment, and

employment by City contractors, and to be known as the “Austin CROWN (Creating a Respectful and Open World for Natural Hair) Act.”

#### COUNCIL MEMEBR KELLY’S OFFICE

*1) What specific possible civil rights violations were discovered being used by housing professionals, public entities, employers, and City contractors, during any of the evaluations or studies conducted by the City Manager and/or stakeholders?*

The Office of Civil Rights held four stakeholder engagements: February 23, 2022; March 6, 2022; March 17, 2022, and April 13, 2022.

During these discussions, participants raised concerns that their character was judged based on their natural hair, and that this judgement affected how they were treated in the workplace, housing, public spaces, etc.

At each of the workshops where asked, the majority of responding participants stated they felt they were treated differently when wearing natural hair or a protective hairstyle.

Below are some of the comments made during these sessions:

- “I was called a gang member for wearing my hear in cornrows”
- “My supervisor’s supervisor pull (sic) me to the side to ask was it normal or natural for me to have my hair like this, all the time....how long does your hair stay like this and is it normal for it to be like this, so it's just really like a weird conversation that I wasn't sure how to respond to; I felt really horribly and I didn't know what to do, I mean my hair is my hair and I wasn't gonna change it for him, but I also could have lost my job, which I couldn't afford that either.”
- “I have been told by a coworker, that I am more approachable when my hair is straight, I think I was wearing natural crochet so I was told that I’m more approachable and friendly when my hair is straight, I was told by another coworker that Oh, I see the way that you're, you know, to the way that you're wearing your hair. I mean might have issues with upward mobility looking like that time I’ve had people you know mentioned my hair or much it, so I definitely relate to a lot of these comments. And it is, it really is micro aggressions and its things that sometimes it's hard to speak to, or you don't really know how to respond.
- “I would wear my hair in braids if it meant I would not be discriminated against”
- “People judged me or at least judged my character for wearing a protective hair style”
- “I think this act should be in every state in America”
- “I am perceived differently in the workplace or office environment and even in social settings when I wear a natural hair style versus pressed hair/straight hair extensions.”
- “It saddens me that there has to be a public proposal (sic) against hair discrimination.”
- “People with natural hair should not be treated differently”

*2) Does this code amendment affect grooming standards that an employer may have for employees? If So, how?*

Nothing in the ordinance would prevent an employer from requiring employees to be neatly groomed.

**Item #44:** Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$18,772 in additional grant funds from the Texas Department of State Health Services for the Tuberculosis Prevention State Grant.

COUNCIL MEMBER KELLY'S OFFICE

1) *How many times has the City of Austin applied for and/or received these state funds?*

This has been an ongoing annual grant for TB prevention and control for many years, at a minimum since 2004.

2) *How many people have been helped as a result of this program?*

All active TB cases and contacts to cases in the City of Austin/Travis County have been served by this grant, including medical case management and treatment for all TB patients, Public Health Investigation for all cases, Directly Observed Therapy for all TB patients, and TB prevention medication for latent TB infection. The average number of active TB cases is about 40-45 annually, number of contacts to TB cases is about 800-1000 per year, and the number of latent TB infection is about 400-500 per year.

**Item #45:** Authorize negotiation and execution of an interlocal agreement with Austin Independent School District (AISD) for the City's use of AISD's facilities and related services so City can provide public health services to Austin/Travis County residents, for a 19-month term beginning January 11, 2021 with four 12-month renewal options, each in an amount not to exceed \$500,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *Have we reimbursed AISD before 1/11/21?*

The City has not reimbursed AISD before 1/11/21. The first day the City used the AISD facility was 1/11/21 for COVID-19 activities.

**Item #46:** Authorize negotiation and execution of Amendment No. 3 to an agreement with Catholic Charities of Central Texas to provide refugee families economic self-sufficiency and housing stability, to add one 12-month extension option in an amount not to exceed \$100,000, for a revised total agreement amount not to exceed \$400,000.00.

COUNCIL MEMBER KELLY'S OFFICE

1) *What qualifies as a refugee under this provision?*

Heads of household must demonstrate refugee status by providing a Department of Homeland Security issued I-94 entry document with the indication they are refugees or a U.S. Citizenship and Immigration Services issued permanent resident card that indicates they received their permanent residency through refugee status.

2) *Please provide a copy of all three amendments.*

Attached are copies of Amendments 1 and 2.

Amendment 3 has not yet been executed. Austin Public Health is happy to share the amendment once this item is approved and executed.

3) *How do refugees qualify?*

Program clients are refugees (individuals and families) who are living at or below 200% of the federal poverty level and are experiencing a crisis that puts their housing at risk. To be eligible, individuals must be a refugee residing within Austin or Travis County and referred by community partners or other Catholic Charities programs. Individuals and families must have a lease when they enter the program.

Clients demonstrate residency by providing documentation (i.e., utility bill, lease, etc.) with proof of address that includes the client's name.

Clients will be prioritized with the aid of the Homelessness Prevention Tool to triage those with eviction or disconnection notices and ensure applicants at imminent risk of homelessness receive the assistance they need before they lose their housing.

**Item #47:** Authorize negotiation and execution of Amendment No. 2 to the agreement with Front Steps, Inc. to provide emergency non-congregate shelter operations for individuals experiencing homelessness at increased risk of negative health effects from COVID-19, to add one-time funding in an amount not to exceed \$1,132,862 to the current term, for a revised total agreement amount not to exceed \$2,388,649.13.

COUNCIL MEMBER KELLY'S OFFICE

1) *Could we get a copy of Amendments 1 and 2?*

Attached is amendment 1, which extended the term of this agreement to September 30, 2022, that was originally set to end on January 31, 2022.

Amendment 2 has not yet been executed. Austin Public Health is happy to share the amendment once this item is approved and executed.

2) *What services are provided?*

Front Steps provides emergency non-congregate shelter as a key step to quickly house those experiencing literal homelessness. Initial enrollment into the shelter will consist of people moving out of encampments identified in the HEAL resolution. The Front Steps program network in combination with the array of services provided onsite will create a seamless and client centered approach to housing some of Austin's most vulnerable individuals. The services are provided in a manner that is flexible to best meet clients' needs and schedules. Some of the services include:

- Individualized housing plans developed with assigned case managers.
- Respite care services in partnership with Central Health, Community Care and other partners.
- Work with clients to accommodate client pets.

As the operator of the shelter, Front Steps is responsible for overall operations, maintenance, and oversight of the facility and the activities.

**Item #48:** Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$7,692 in additional grant funds from the Texas Department of Health Services for the HIV Prevention Grant.

COUNCIL MEMBER KELLY'S OFFICE

*1) How much grant funding (y-d) has the City of Austin accepted?*

The total for the HIV Prevention grant for FY22 is \$732,692, FY23 is \$762,692. In FY22, Austin Public Health received a total of \$20.3M in grant funds from various sources.

**Item #49:** Authorize negotiation and execution of an interlocal agreement with the Leander Independent School District for the provision of start-up costs for a new Pre-Kindergarten classroom, to expand affordable high quality early care and education options for Austin and Travis County residents, for a three-month term in an amount not to exceed \$16,000.

COUNCIL MEMBER KELLY'S OFFICE

*1) Where will the new classroom be located?*

The new classroom will be located at Grandview Hills Elementary, 12024 Vista Parke Dr., Austin, 78726.

**Item #50:** Authorize negotiation and execution of an agreement with the Sustainable Food Center to provide food access services under the Nutritious Food Incentive Program for an initial 12-month term beginning July 1, 2022 with one 12-month extension option, each in an amount not to exceed \$100,000, for a total contract amount not to exceed \$200,000.

COUNCIL MEMBER KELLY'S OFFICE

*1) How many times have we contracted with Sustainable Food Center?*

This is the first time SFC has received funding from APH for this specific scope of work, however SFC has received several contracts for healthy food access initiatives. APH has 2 current contracts with Sustainable Food Center: Fresh For Less Outreach and Education (funding began in FY2020) and Double Up Food Bucks (funding began in 2015). Sustainable Food Center also received 1-time funding for the COVID CARE Neighborhood Pop-up Grocery in 2020 and 1-time funding for technical assistance for development of the Nutritious Food Incentive Program in 2017. SFC had a contract for operations of pop-up Farm Stands from 2017 to 2019.

**Item #54:** Approve an ordinance amending City Code Chapter 12-4-64(D) (Table of Speed Limits) to establish a prima facie speed limit of 30 miles per hour for Escarpment Boulevard from Padua Drive to Bernia Drive.

COUNCIL MEMBER ELLIS'S OFFICE

- 1) *This location is in front of Bear Creek Elementary school. The school and parents report dangerous traffic speeds and the lack of a school zone and would like a school zone here. Can ATD create a school zone here, in addition to the prima facie speed limit reduction?*

Austin Transportation Department (ATD) is aware of the concerns and requests for a school zone along Escarpment Boulevard near Bear Creek Elementary School. We will endeavor to learn more from school administration and request to meet with the Campus Advisory Council as soon as possible. ATD is currently evaluating design and safety improvements at the roundabout with Trissino Drive, where most of the school pedestrian crossings occur, to facilitate lower operating speeds consistent with school zone speed limits.

**Item #61:** Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

COUNCIL MEMBER HARPER-MADISON'S OFFICE

- 1) *Are watershed regulations effected by the difference in soils and substrate between west Austin limestone and east Austin sandy loams?*

Austin's watershed regulation areas have historically divided the city's regulatory area into two main areas: the Drinking Water Protection Zone (generally the Edwards Plateau and/or Edwards Aquifer Recharge Zone/Contributing Zone on the west side) and the Desired Development Zone (generally central Austin and Blackland Prairie on the east side). The DWPZ tends to have greater environmental protections, especially respective to impervious cover, creek buffers, and the ability for staff to grant administrative variances to cut and/or fill. Additionally, the Save Our Springs ordinance includes a stricter non-degradation water quality requirements.

Geology/soils is certainly linked to these regulations in so far as the regulations took into consideration the thin soils of the Edwards Plateau when crafting code and criteria requirements. But it was not the primary driver of the regulations, which are related to the protection of Austin's drinking water supply and Barton Springs.

**Item #61:** Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

COUNCIL MEMBER VELA'S OFFICE

- 1) *"Require that all subdivisions and site plans in Urban Watersheds meet steep slope protections;" What are the steep slope protections?*

Austin's watersheds are vulnerable to non-point source pollution, erosion, and sedimentation resulting from development activities. Steep slope protections help minimize these impacts by maintaining slope stability, protecting fragile environments, preventing the concentration of runoff, and reducing erosion and sedimentation.

The steep slope protections are found in [LDC Sections 25-8-301 through 25-8-304](#). These regulations protect steep slopes by prohibiting or minimizing the amount of development that can occur on slopes greater than 15%. Roads and driveways are prohibited on slopes greater than 15%, unless the road or driveway is necessary to provide primary access to a large

developable area (i.e., an area greater than 2 acres or with building sites for at least 5 residential units). Buildings and parking structures are prohibited on slopes greater than 25%, and parking lots are prohibited on slopes greater than 15%. Buildings and parking structures can be constructed on slopes between 15% and 25% if the footprint of the development is limited in size (to no more than 10% of the total area of steep slopes), the slopes are terraced, and vegetation is preserved or restored.

**Item #61:** Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

COUNCIL MEMBER TOVO'S OFFICE

*1) With regard to the direction that redeveloped sites provide drainage calculations based on greenfield conditions: Do Watershed Protection staff support this change? Why or why not?*

WPD staff support this change because it helps reduce Austin's flood risk by addressing one of the major sources of existing flooding: older commercial, industrial, and multifamily developments that lack adequate provisions for managing stormwater. Under current code, when older sites are redeveloped they rarely have to provide flood detention ponds or upgrade drainage systems. This is because redevelopment is required to prevent additional drainage problems, but not to help fix any existing problems caused by the site's impervious cover.

The proposed amendment would require redeveloping sites to manage stormwater as if they were undeveloped "greenfield" sites, with no impervious cover. Redeveloping sites would thus be more likely to build detention ponds or upgrade drainage infrastructure, which helps reduce flood risk. This would in turn help alleviate the intensity of downstream flooding that is exacerbated by impervious cover. It would also apply the same high drainage standard to all development, whether it is new development on a greenfield site or redevelopment of an existing site. Additionally, this provision had strong support from both residents and the environmental advocacy community during engagement related to past LDC drafts.

**Item #62:** Approve a resolution initiating amendments to City Code Title 25 relating to accessory dwelling units (ADUs) to help facilitate the construction of ADUs.

MAYOR PRO TEM ALTER'S OFFICE

*1) Can staff please describe the implications of what it would mean to "regulate ADUs as an accessory use to a primary residential use"?*

Currently, different types of ADUs are regulated in different parts of the code. With the direction in the resolution, staff's forthcoming proposal on ADUs would consolidate the regulations in the portion of the code related specifically to accessory uses. This is a workable approach for implementing the direction provided in Council's earlier resolution on ADUs (Res. No. 20211209-064) and the supplemental direction provided in the currently proposed resolution.

**Item #67:** Approve a resolution related to the expedited purchase of additional High Activity Location Observation (HALO) cameras for the Sixth Street area and directing an assessment of interest among businesses in the Historic 6th Street and Rainey Historic District in using hand-held metal detector wands and recommendations related to additional technology.

COUNCIL MEMBER VELA'S OFFICE

*1) Under APD General Order 616.3, there is a Public Safety Camera Advisory Board that is supposed to provide various oversight as laid out in 616.3.1. I could not find any information on whether that board has ever actually convened, and if so, what their meeting schedule is, when they have previously met, and if there are any meeting minutes or other materials from the board meetings that are available for review. All I could find was a 2013 audit of the camera system that mentioned that the board had yet to be established and convened. Related to that question, General Order 616.7 calls for quarterly reports with specific information regarding cameras. Are those quarterly reports being produced, and if so, are they accessible to the Council? Similarly, are they accessible to the public? If they are accessible, how do we request to see those reports?*

APD General Order 616.3 requires the Public Safety Camera Advisory Board to meet at least annually or more frequently as required by operational needs. The Advisory Board last met May 2018.

Quarterly reports are produced to ensure HALO cameras are functioning correctly and that their use is limited to prevention and deterrence of criminal activity, identification of criminal activity, and to capture video evidence. Given that the quarterly reports contain law enforcement sensitive information, they are not available in a platform accessible to the public. Quarterly Public Safety Camera System reports will be made available to Council Members upon request.

**Item #69:** Approve a resolution related to planning at a district level and initiating City Code amendments.

MAYOR ADLER'S OFFICE

*1) How does direction in the IFC differ from what the staff are currently doing in rebuilding our citywide, corridor, and district planning approaches?*

In terms of scope, they accomplish the same planning outcomes. This IFC and Council direction for Equitable Transit Oriented Development (ETOD) Planning Program (in response to [Resolution 20210610-093](#)) include similar equity and anti-displacement focused planning strategies to implement the Imagine Austin Comprehensive Plan, Austin Housing Blueprint and Austin Strategic Mobility Plan. The current ETOD Planning Program will deliver planning services along the entire Project Connect system over the years ahead including the majority of Imagine Austin Corridors and Centers. ETOD planning along Project Connect lines will start with the approved Project Connect lines to consider land use changes along the initial transportation investment routes. With an estimated 98 stations covered by the systemwide ETOD Policy Plan, future regulatory changes could include early adoption of system-wide regulatory changes needed to support affordability, increase transit ridership, and prevent displacement, development of detailed regulating plans at designated station areas, and/or amendments to existing station

area regulating plans. For more details about the ETOD planning, please see the [May 31 ETOD updated memo](#).

*2) Is it typical (or best practice) to codify planning approaches and methods? What are the pros and cons?*

Planning processes (approaches and methods) are typically described in the operating procedures of city's planning program and not codified.

Codes (such as the LDC) are *tools* for implementing policies in adopted plans and it is best practice to distinguish plans from codes to avoid conflation. Codes establish standards and review procedures for development applications whereas the city's planning program defines how and when plans for various areas of the city are prepared. To ensure flexibility so that planning activities can be right sized for different areas and scales, staff discourages codifying planning processes in the Land Development Code. In alignment with similar cities such as Denver, Raleigh, Nashville, and Seattle - which all have small area planning programs without codifying planning actions - staff believe the City of Austin will continue to follow common industry best practices.

Codifying planning as described in the IFC could hinder the City's ability to prepare and deliver additional planning services to Austin residents because future changes to the framework, criteria, prioritized areas, or community engagement processes could limit flexibility and/or require code amendments that delay preparation of plans.

*3) How will codifying planning as described in the IFC enhance or accelerate the department's ability to prepare more plans?*

Codifying planning processes would not enhance the department's ability to prepare more plans, as the limiting factor is staff capacity - which a change in code would not alleviate. Current staff focus, in alignment with council direction and priority, includes the Equitable TOD Planning Program, the Northeast Austin District Plan, Palm District Plan, South Central Waterfront Regulating Plan, numerous code amendments, and staffing numerous boards and commissions. To ensure quality of service and clarity in communication of planning activities, staff have developed more streamlined and consistent small area planning processes and deliverables.

**Item #80:** Conduct a public hearing and consider an ordinance amending City Code Chapter 25-2, Subchapter E, Section 4.3 relating to Vertical Mixed Use buildings.

MAYOR PRO TEM ALTER'S OFFICE

*1) In a previous Q:A we requested information regarding how many VMU properties have a sufficient amount of single family zoned land or uses within 200 feet of their parcel that would allow those properties to constitute at least 20% of the total property within 200 feet of the VMU parcel? And we requested a map of both of these scenarios. We understand from the staff response that additional staff capacity would be needed for the level of detail requested. Can staff please provide greater clarity on the amount of capacity it would require to provide this information and please describe*

*how the information we are requesting would significantly differ from the work that went into creating the interactive map that staff created for this item.*

The difference in the analyses is that this request would require individual analysis of ~1,675 parcels with VMU zoning, compared with the completed analysis that shows the impact of uniform compatibility regulations on all of those parcels. The uniformity of compatibility standards enables them to be analyzed at a policy level, whereas protest rights verification analyses are typically prepared on a case-by-case basis because they are time and resource intensive to conduct. The requested analyses could take up to two months to complete given the current workload and capacity of HPD staff at this time.

**Item #85:** Conduct a public hearing on the City's draft HOME American Rescue Plan (HOME-ARP) Allocation Plan that will be submitted to U.S. Department of Housing and Urban Development as part of the City's application for \$11,441,252 in federal funding through a HOME-ARP grant.

MAYOR PRO TEM ALTER'S OFFICE

1) *The back-up for item 85 notes that as tenant protections have expired, the number of evictions has climbed back up, with April 2022 data indicating filings at a rate 199% greater than average, as of April 9th, 2022. This trend demonstrates the unmet need for tenant protections, rental assistance, and other programs that prevent households from becoming homeless. Can staff please detail the funding amounts, funding sources, and interventions anticipated to support tenant rental assistance (not supportive services) in the upcoming fiscal year? Please specify what, if any amount, we anticipate spending from federal dollars and what, if any amounts, we anticipate will be funded with local tax dollars.*

Utilizing primarily federal funds, HPD provided more than \$70 million in emergency rental assistance to more than 8,000 low-income households since the beginning of the pandemic. Unfortunately, federal funding for emergency rental assistance is no longer available. And, there are no state nor federal dollars available in the upcoming fiscal year. Locally, the upcoming fiscal year proposed budget for the City is in development and the Community Development Commission budget recommendation for emergency rental assistance is under consideration within the framework of all other budgetary decisions and recommendations.



**Council Question and Answer**

**Related To**

Item #3

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve amendments to Austin Resource Recovery’s Solid Waste Services Administrative Rules, related to the use of City services for certain residential units and the Universal Recycling Ordinance.

**QUESTION/ANSWER:** Council Member Vela’s Office

*1) Can you share what impact these amendments will have on the work ARR is currently conducting on Brownie and Sam Rayburn fourplexes? Does the “department collection services” language currently include dumpster services the City pays for already at these properties?*

The amendment proposed in Item #3 will have no impact on current Austin Resource Recovery service delivery, including both cart and dumpster service. The amendment is intended to align language in the Administrative Rules with the language in the City Code.

Austin Resource Recovery is the only department within the City which operates under unique code [City Code § 15-6-3] requiring administrative rules to be approved, modified, or disapproved by City Council. As a result, to correct this inconsistency, the amendment has been presented for Council consideration on the June 9 agenda.



**Council Question and Answer**

**Related To**

Item #4

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of a financing agreement with the Texas Water Development Board for a 20-year low-interest loan in the amount of \$18,000,000 through the State Water Implementation Fund for Texas loan program, for the implementation of Austin Water’s Advanced Metering Infrastructure program.

**QUESTION/ANSWER:** Council Member Kelly’s Office

1) *What is the SWIFT program application process?*

The application process for seeking SWIFT funding begins at the regional planning level for Water Management Strategy Projects included in the most recently adopted state water plan. The TWDB solicits SWIFT Abridged Applications for financial assistance up to twice a year. The board ranks submitted project applications using the SWIFT prioritization system. Next, the prioritized projects list, along with the Executive Administrator’s recommendations regarding program funding capacity, are presented for TWDB Board consideration. If approved, project applications ranked within funding availability are invited to submit full SWIFT financial assistance applications. Invitations are sent to applicants and full applications are typically due within 30 days. Full applications include information needed to complete the standard financial, legal, engineering, and environmental reviews by the TWDB. Once the technical review process is complete, the project is presented to the Board for funding consideration.

Before submitting a SWIFT application, Austin Water would recommend council action for authorization to submit an application. Council authorization for the current SWIFT AMI loan was received on April 21, 2016.

An overview of the TWDB SWIFT application/loan process is shown in the diagram below.



2) *What is the interest rate?*

Projects approved under the SWIFT program, receive long-term, fixed-rate loans offered at below-market interest rates, with loan terms ranging 20 to 30 years. Interest rates are based on the TWDB's cost of funds, which reflects the program's AAA credit rating (note that AW maintains a AA credit rating). The interest rate is further reduced by a subsidy established by the Board for each funding cycle. Interest rates for this November 2023 TWDB SWIFT loan closing will not be sent to AW until October 2023, however the subsidy percentage for 20-year tax-exempt issues for the 2021 funding cycle was up to 25%.

3) *Does the interest compound?*

SWIFT loans are simple interest loans; interest accrues and is paid semiannually in November and May in accordance with the final amortization schedule for each loan.



**Council Question and Answer**

**Related To**

Item #5

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of a cost participation agreement with Gateway Oasis V, LLC, to reimburse the developer in an amount not to exceed \$9,766,500, for costs associated with the design and construction of an oversized water main and appurtenances related to Service Extension Request No. 4989 that will provide water service to a proposed manufactured home and recreational vehicle development located at 10203 Rodriguez Road.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *How many reimbursements have we completed with Gateway Oasis V, LLC?*

This is the first Cost Reimbursement Agreement with Gateway Oasis V, LLC.

2) *What is the total amount of funds sent to Gateway Oasis V, LLC from 2016 to the present day?*

No funds have been sent and cost participation amounts will be reimbursed after the project has been constructed and accepted by Austin Water.



**Council Question and Answer**

**Related To**

Item #6

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize the negotiation and execution of an agreement with Oculi Studio LLC for artwork for the Corridor Construction Program William Cannon Drive Improvements Art in Public Places Project, in an amount not to exceed \$104,000.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *How many art projects have we commissioned with Brent Baggett and/or Oculi Studio LLC?*

Art in Public Places has commissioned Brent Baggett for two temporary artworks (2013 TEMPO, 2016 TEMPO) and one permanent artwork (2015 Austin Police Department Mounted Patrol) which has not been completed due to Capital Project delays.

2) *What is the estimated completion time of this project?*

The artwork is intended to be installed in 2024.



**Council Question and Answer**

**Related To**

Item #6

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize the negotiation and execution of an agreement with Oculi Studio LLC for artwork for the Corridor Construction Program William Cannon Drive Improvements Art in Public Places Project, in an amount not to exceed \$104,000.

**QUESTION/ANSWER:** Council Member Fuentes' Office

- 1) *Authorize the negotiation and execution of an agreement with Oculi Studio LLC for artwork for the Corridor Construction Program William Cannon Drive Improvements Art in Public Places Project, in an amount not to exceed \$104,000.*

The general artwork location is identified as the north and/or southwest intersection of E. William Cannon Drive at McKinney Falls Parkway. The selected artist will work with the project team to integrate the artwork with the site. The artist will begin with a community engagement phase to inform the exact artwork location and design. The artwork is intended to be installed in 2024.

More information on the William Cannon Corridor Construction Project can be found at <https://data.austintexas.gov/stories/s/William-Cannon-Corridor/njh3-ee8j/>.



**Council Question and Answer**

**Related To**

Item #7

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve an ordinance setting the assessment rate and approving a proposed 2023 assessment roll for the East Sixth Street Public Improvement District.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *When was the last time this assessment was conducted?*

The levying of assessments is an annual process in alignment with State law and the City's annual budget process. The last time Council acted on the assessment for this public improvement district was June 10, 2021, Item 13.

2) *How was the \$0.10/\$100 assessment rate calculated and is it assessed in relation to similar areas in different cities?*

The management entity of the PID is responsible for providing to Council a requested assessment rate that covers the cost of the eligible expenses that provide a special benefit to the assessed properties. The assessment rate maximum is established during the re/authorization process based on the method of assessment specified by a valid petition of property owners. The assessment rates for this year are in line with past years and were established by the valid petitions of property owners in their PIDs' respective reauthorizations in 2019. The South Congress PID requested assessment rate is the same as in past years and comports with the reauthorization target rate. At this time, staff does not have benchmark information to provide regarding assessments in relation to similar areas in different cities."



**Council Question and Answer**

**Related To**

Item #8

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve an ordinance setting the assessment rate and approving a proposed 2023 assessment roll for the South Congress Preservation and Improvement District.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *When was the last time this assessment was conducted?*

The levying of assessments is an annual process in alignment with State law and the City's annual budget process. The last time Council acted on the assessment for this public improvement district was June 10, 2021, Item 12.

2) *How was the \$0.20/\$100 assessment rate calculated and is it assessed in relation to similar areas in different cities?*

The management entity of the PID is responsible for providing to Council a requested assessment rate that covers the cost of the eligible expenses that provide a special benefit to the assessed properties. The assessment rate maximum is established during the re/authorization process based on the method of assessment specified by a valid petition of property owners. The assessment rates for this year are in line with past years and were established by the valid petitions of property owners in their PIDs' respective reauthorizations in 2019. As with last year, the E 6th PID requested assessment rate this year (\$0.10/\$100) is lower than what was established as the maximum during the 2019 reauthorization (\$0.19/\$100), upon request of that PID's management association in response to reduced revenues during COVID-related closures. At this time, staff does not have benchmark information to provide regarding assessments in relation to similar areas in different cities.



**Council Question and Answer**

**Related To**

Item #9

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize execution of an interlocal agreement with the University of Texas at Austin’s Extended Education Ventures to license continued use of 11 online small business classes for a 36-month term, for a total contract amount not to exceed \$82,500.

**QUESTION/ANSWER:** Council Member Kelly’s Office

1) *How many contracts have we completed with the University of Texas at Austin?*

This agreement would be the first licensing agreement with the University of Texas for use of online small business training content.

The Economic Development Dept. – Small Business Division has completed two (2) prior training agreements with the University of Texas primarily based on a pre-pandemic in-person training approach. For small business owners the licensing agreement provides entrepreneurs 24 hour on-demand access to core business development topics available at the convenience of a business owner’s schedule.

2) *What was the process for the \$82,500 assessment?*

The \$82,500 assessment was negotiated and offered by UT for a 36-month licensing agreement the equivalent of \$2,500 per class per year.

The license includes additional class production work to incorporate a City of Austin branded post class survey to record participant feedback, annual updates to the Human Resources and Business Tax class for prevailing regulations and the unlimited number of small business users over the course of the licensing agreement.



**Council Question and Answer**

**Related To**

Item #9

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize execution of an interlocal agreement with the University of Texas at Austin’s Extended Education Ventures to license continued use of 11 online small business classes for a 36-month term, for a total contract amount not to exceed \$82,500.

**QUESTION/ANSWER:** Council Member Fuentes’ Office

1) *How many individuals have participated in each of these 11 online small business classes? Are class evaluations issued at the conclusion of each class? If so, please share a summary of the evaluations.*

The 11 online classes are pre-recorded and will be available on-demand, providing access to business owners who are too busy to attend a class scheduled during normal business hours. Participation data is available on 9 of the 11 classes included in the proposed interlocal agreement.

Online Class	Views
How To Write A Business Plan	681
Human Resources Basics	273
Managing Your Cash Flow	277
Marketing Essentials	446
Small Business Accounting	448
Small Business Recordkeeping	397
Social Media Best Practices	194
Strategic Pricing	204
Supervisory Excellence	181
Totals	3101

Participants do receive a class evaluation. The classes have so far received a 90% aggregate satisfaction rating from participants.



**Council Question and Answer**

**Related To**

Item #10

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of a management agreement with Austin DMO, Inc. doing business as Downtown Austin Alliance for management of services funded by the Austin Downtown Public Improvement District for a period of five years for a total contract amount of \$79,115,646.00.

**QUESTION/ANSWER:** Council Member Kelly’s Office

*1) How was the \$79m amount assessed?*

The \$79 million is the total of estimated assessments for the first five years – from 2023 to 2028 -- of the Downtown Public Improvement District (DPID) based on proposed new PID boundaries. These estimates were calculated by the Downtown Austin Alliance (DAA), the Council-designated management entity of the DPID. DAA submitted estimates of assessments as required by State law and the City’s PID Policy for PID authorization. This action is for contract spending authority only; each year Council will hold a public hearing and approve the annual rate and total amount of assessment based on a current property roll provided by Travis County Appraisal District and reviewed by the City Controller’s Office.

*2) How many projects have we done with Austin DMO LNC?*

This action is to approve a contract with Downtown Austin Alliance (DAA) for Public Improvement Districts (PIDs) services which are unique. The State of Texas grants municipalities and counties the power to create PIDs under Texas Local Government Code (LGC), Chapter 372. The city or county may initiate or receive a petition from property owners requesting creation of a PID which has a defined geographic area within the municipality or county. State law allows a wide variety of improvements, such as landscaping, affordable housing, sidewalks, art, libraries, mass transportation facilities, utilities as well as services to promote the PID and its administrative expenses. Since its inception in 1993, Austin City Council has designated DAA as the management entity of the Downtown PID; its Board of Directors determines how annual assessments are allocated. Council then reviews and approves DAA’s annual Service and Assessment Plan and Budget, typically in the summer. For additional information on DAA’s activities, visit <https://downtownaustin.com/what-we-do/> or for information on City of Austin PIDs.



**Council Question and Answer**

**Related To**

Item #14

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of an amended and restated lease agreement for an initial term of three years with two five-year renewal options with East Holly, LLC, for approximately 3,580 square feet of retail space located at 417 Red River St., on the ground floor of the Austin Convention Center parking garage.

**QUESTION/ANSWER:** Mayor Pro Tem Alter's Office

1) *Will this lease still end in 2024, or by this action are we extending the time period (including extensions) of this lease?*

The new proposed agreement would effectively extend the term of the current lease (currently set to expire March 31, 2024) for 15 months assuming a July 1 effective date of the new agreement. The new 3-year term would overlap what was the last 21 months of the initial term and establish a new expiration date of June 30, 2025.

Under the existing lease, the tenant has the unilateral right to exercise two 5-year extensions and thus could extend the overall lease term to March 31, 2034. The new proposed agreement also provides for two 5-year extensions, but those extensions would be subject to Council approval (i.e. bilateral options).



**Council Question and Answer**

**Related To**

Item #20

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of two contracts with Linda Rebecca Johnson d/b/a Arborholic LLC and TreeFolks, Inc. to provide the administration of tree programs and related services, each for a term of five years for total contract amounts not to exceed \$4,000,000 divided between the contractors.

**QUESTION/ANSWER:** Council Member Kelly’s Office

*1) What tree services are provided between the two services?*

The five tree services provided between the two vendors are as follows:

- a) TreeFolks, Inc. - The Neighborwoods program works to distribute free trees to eligible community members in an effort to lower temperatures and reduce the urban heat island effect in Austin neighborhoods. Tree giveaway/adoption events are hosted in neighborhoods that have a low tree canopy but are open to city wide participation.
- b) TreeFolks, Inc. - Ready, Set, Plant! is a creekside sapling planting program that takes place from October to March with a goal of improving water quality. This Program engages community members in helping restore creekside areas from low or no canopy (or low diversity areas) into diverse forested corridors by planting tree saplings in volunteer events.
- c) TreeFolks, Inc.-The Creation of Carbon Credits will document eligible trees through the City Forest Credits protocols, enabling the City to obtain local tree generated carbon credits.
- d) TreeFolks, Inc. – Procurement of seeds, seedlings, saplings, and trees – trees will be procured for City Departments to use in tree planting activities on City owned land in order to support the overall health of our tree canopy.
- e) Linda Rebecca Johnson D/B/A Arborholic LLC - The Certified Arborist Prep Course (CAP) is a training course that provides local landscape professionals, private individuals, and government employees, with affordable and comprehensive arboriculture instruction needed to pass the International Society of Arboriculture (ISA) Certified Arborist ding

*2) What are the proposed sites for the new trees that are planned to be planted in the city?*

At this time there are no sites identified for the new trees. The list of proposed planting sites is decided during each planting season, so will not occur until the new contract is in place. However, DSD has designated high priority areas across Austin (Community Tree Priority Areas Map.), and these areas are prioritized in that planning.



**Council Question and Answer**

**Related To**

Item #25

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Ratify three contracts for tires, tubes, and associated components for City vehicles with Youngblood Automotive & Tire LLC d/b/a Youngblood Auto & Tire or Youngblood Auto, Kando Partners d/b/a Klingemann American Car Care Center, and Southern Tire Mart LLC d/b/a Southern Tire Mart in the amount of \$206,000.

**QUESTION/ANSWER:** Mayor Pro Tem Alter’s Office

1) *What processes are in place to prevent further instances of overspending?.*

Fleet Mobility Services has incorporated refresher training on the contract reconciliation process that accounts for system update delays along with increased oversight by management.



**Council Question and Answer**

**Related To**

Item #30

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize award of two contracts with Metro Fire Apparatus Specialists Inc. and The Supply Cache, Inc. to provide wildfire equipment and supplies, each for a term of five years for total contract amounts not to exceed \$955,000 divided between the contractors.

**QUESTION/ANSWER:** Mayor Pro Tem Alter’s Office

1) *Please provide more details on what equipment/supplies will be purchased, and how many firefighters will be outfitted through these contracts.*

The Austin Fire Department plans to utilize the contract to replace equipment and supplies as needed as they come to end of life or expiration. There are currently 108 firefighters in the Wildfire Battalion, 6 sworn staff in the Wildfire Division, Civilian personnel who work on prescribed burns in the division, and approximately 40 Texas Intrastate Fire Mutual Aid System (TIFMAS) team members who could be outfitted with equipment from the contract. Further, these contracts support all 64 front line units and 1,047 firefighters that protect our city. The 108 members of the Wildfire Battalion will be equipped and trained at a higher level, but every operational firefighter has wildfire protective equipment, and every frontline apparatus has tools and hose specific for addressing wildfire and wildland urban interface fires.



**Council Question and Answer**

**Related To**

Item #30

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize award of two contracts with Metro Fire Apparatus Specialists Inc. and The Supply Cache, Inc. to provide wildfire equipment and supplies, each for a term of five years for total contract amounts not to exceed \$955,000 divided between the contractors.

**QUESTION/ANSWER:** Council Member Ellis' Office

1) *Please outline specific equipment to be purchased as part of the contract and what how that equipment will help address wildfire.*

The following types of equipment will be purchased as part of the contract:

- Tool pouches utilized to store equipment used by sawyer (wildland chainsaw operator) when working on fire line
- Weather monitoring equipment used to maintain situational awareness and predict fire growth potential and direction of growth
- Line packs used to hold equipment and personal protective equipment while working a wildland urban interface fire or wildland fire.
- Wildland hand tools used on fire line
- Pumps used to draft water out of static water sources
- Firing devices to light fire at prescribed burns or used for backburns in firing operations on a wildfire
- Eye protection personal protective equipment worn on helmets during wildfires or wildland urban interface fires
- Safety strobe lights worn on helmet to make responders visible during low visibility operations in smoke
- Neck shrouds worn on helmets to protect against smoke
- Gloves for fuels crew when working in the field during shaded fuel brake or fire resilient landscape operations
- Compasses for situational awareness during wildland operations used for navigation and reading maps
- Radios and components for communications and safety on wildfires, wildland urban interface fires, or prescribed burns
- Reference handbooks for wildfire operations
- Safety equipment for protection if needed to protect from being burned over in a wildland event. This is mandatory personal protective equipment for wildfire and prescribed burning operations

2) *The fiscal note lists \$63,667 available in the current operating budget that can go toward the contract, with the remaining contingent on future budgets. As we enter summer while experiencing a significant drought, are there any plans to use the immediately available funds to purchase equipment that can be used this wildfire season?*

The Austin Fire Department Wildfire Division plans to utilize 100% of its budget remaining in the Fiscal Year. The division spends its budget throughout the year in order to be prepared for and to meet its main objectives at any time of need. These objectives are to maintain effective emergency response to wildland and wildland urban

interface fires; to work with Austin residents and neighborhood to create a more fire adapted community; and to work with landowners to increase fire resilient landscapes. Austin has two primary windows with high wildfire threat, our summer months where fuels are eligible to burn due to low humidity and heat, as well as in our late winter when those fuels become eligible to burn due to the normal freeze kills.



**Council Question and Answer**

**Related To**

Item #31

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of a contract with Safeguard Health Plans, Inc. d/b/a MetLife to provide retiree dental insurance services, for a term of five years in an amount not to exceed \$920,000.

**QUESTION/ANSWER:** Mayor Pro Tem Alter's Office

1) *Is this the current or past provider of these services?*

Safeguard Health Plans, Inc. d/b/a MetLife is not the current provider of dental services to City of Austin retirees. Safeguard Health Plans, Inc. (not MetLife) did provide retiree dental services for the City of Austin in 2004 to 2006. MetLife did not and has not provided dental retiree services to the City of Austin.



**Council Question and Answer**

**Related To**

Item #34

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of a cooperative contract with Carahsoft Technology Corporation for cloud-based scheduling software and support services, for a term of three years in an amount not to exceed \$420,000.

**QUESTION/ANSWER:** Mayor Pro Tem Alter's Office

- 1) *Is this cooperative contract for an existing service/use for the City, or a new technology deployment?*  
This contract is for existing services which began June 3, 2020.



**Council Question and Answer**

**Related To**

Item #41

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Library Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$52,500 from the Texas State Library and Archives Commission’s federal funder, Institute of Museum and Library Services, for costs associated with attending the Joint Conference of Librarians of Color, including registration, travel, lodging and meals.

**QUESTION/ANSWER:** Council Member Kelly’s Office

1) *How many times has the City of Austin received funds from the Texas State Library and Archives Commission for this conference or any other purpose?*

We have been awarded 8 grants from Texas State Library and Archives Commission to-date. This is the first year we have applied for the JCLC scholarship grants.

The grant awards are shown in the chart below.

Grant Program	State Fiscal Year	Total Grant Fund
Texas Supports Libraries 2022	SFY 2022	\$ 150,072.00
Texas Digital Navigators 2022	SFY 2022	\$ 237,481.00
Texas Telehealth 2022	SFY 2022	\$ 48,976.00
Special Projects 25 2022	SFY 2022	\$ 25,000.00
TSLAC Cares - Cycle 1	SFY 20-21	\$ 49,975.00
Special Projects (2016)	SFY 2016	\$ 75,000.00
TexTreasures Original 2017	SFY 2017	\$ 25,000.00
Special Projects 2017	SFY 2017	\$ 74,995.00
		\$ 686,499.00



### Council Question and Answer

**Related To**

Item #43

**Meeting Date**

June 9, 2022

### Additional Answer Information

Approve an ordinance amending Chapters 5-1, 5-2, 5-3, and 5-4 of the City Code to prohibit discrimination based on protective hairstyle in housing, public accommodations, employment, and employment by City contractors, and to be known as the “Austin CROWN (Creating a Respectful and Open World for Natural Hair) Act.”

**QUESTION/ANSWER:** Council Member Kelly’s Office

*) What specific possible civil rights violations were discovered being used by housing professionals, public entities, employers, and City contractors, during any of the evaluations or studies conducted by the City Manager and/or stakeholders?*

The Office of Civil Rights held four stakeholder engagements: February 23, 2022; March 6, 2022; March 17, 2022, and April 13, 2022.

During these discussions, participants raised concerns that their character was judged based on their natural hair, and that this judgement affected how they were treated in the workplace, housing, public spaces, etc.

At each of the workshops where asked, the majority of responding participants stated they felt they were treated differently when wearing natural hair or a protective hairstyle.

Below are some of the comments made during these sessions:

- “I was called a gang member for wearing my hair in cornrows”
- “My supervisor’s supervisor pull (sic) me to the side to ask was it normal or natural for me to have my hair like this, all the time...how long does your hair stay like this and is it normal for it to be like this, so it's just really like a weird conversation that I wasn't sure how to respond to; I felt really horribly and I didn't know what to do, I mean my hair is my hair and I wasn't gonna change it for him, but I also could have lost my job, which I couldn't afford that either.”
- “I have been told by a coworker, that I am more approachable when my hair is straight, I think I was wearing natural crochet so I was told that I’m more approachable and friendly when my hair is straight, I was told by another coworker that Oh, I see the way that you're, you know, to the way that you're wearing your hair. I mean might have issues with upward mobility looking like that time I’ve had people you know mentioned my hair or much it, so I definitely relate to a lot of these comments. And it is, it really is micro aggressions and its things that sometimes it's hard to speak to, or you don't really know how to respond.
- “I would wear my hair in braids if it meant I would not be discriminated against”
- “People judged me or at least judged my character for wearing a protective hair style”
- “I think this act should be in every state in America”
- “I am perceived differently in the workplace or office environment and even in social settings when I wear a natural hair style versus pressed hair/straight hair extensions.”
- “It saddens me that there has to be a public proposal (sic) against hair discrimination.”

- “People with natural hair should not be treated differently”

2) *Does this code amendment affect grooming standards that an employer may have for employees? If So, how?*  
Nothing in the ordinance would prevent an employer from requiring employees to be neatly groomed.



**Council Question and Answer**

**Related To**

Item #44

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$18,772 in additional grant funds from the Texas Department of State Health Services for the Tuberculosis Prevention State Grant.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *How many times has the City of Austin applied for and/or received these state funds?*

This has been an ongoing annual grant for TB prevention and control for many years, at a minimum since 2004.

2) *How many people have been helped as a result of this program?*

All active TB cases and contacts to cases in the City of Austin/Travis County have been served by this grant, including medical case management and treatment for all TB patients, Public Health Investigation for all cases, Directly Observed Therapy for all TB patients, and TB prevention medication for latent TB infection. The average number of active TB cases is about 40-45 annually, number of contacts to TB cases is about 800-1000 per year, and the number of latent TB infection is about 400-500 per year.



**Council Question and Answer**

**Related To**

Item #45

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of an interlocal agreement with Austin Independent School District (AISD) for the City's use of AISD's facilities and related services so City can provide public health services to Austin/Travis County residents, for a 19-month term beginning January 11, 2021 with four 12-month renewal options, each in an amount not to exceed \$500,000.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *Have we reimbursed AISD before 1/11/21?*

The City has not reimbursed AISD before 1/11/21. The first day the City used the AISD facility was 1/11/21 for COVID-19 activities.



**Council Question and Answer**

**Related To**

Item #46

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of Amendment No. 3 to an agreement with Catholic Charities of Central Texas to provide refugee families economic self-sufficiency and housing stability, to add one 12-month extension option in an amount not to exceed \$100,000, for a revised total agreement amount not to exceed \$400,000.00.

**QUESTION/ANSWER:** Council Member Kelly's Office

*1) What qualifies as a refugee under this provision?*

Heads of household must demonstrate refugee status by providing a Department of Homeland Security issued I-94 entry document with the indication they are refugees or a U.S. Citizenship and Immigration Services issued permanent resident card that indicates they received their permanent residency through refugee status.

*2) Please provide a copy of all three amendments.*

Attached are copies of Amendments 1 and 2.

Amendment 3 has not yet been executed. Austin Public Health is happy to share the amendment once this item is approved and executed.

*3) How do refugees qualify?*

Program clients are refugees (individuals and families) who are living at or below 200% of the federal poverty level and are experiencing a crisis that puts their housing at risk. To be eligible, individuals must be a refugee residing within Austin or Travis County and referred by community partners or other Catholic Charities programs. Individuals and families must have a lease when they enter the program.

Clients demonstrate residency by providing documentation (i.e., utility bill, lease, etc.) with proof of address that includes the client's name.

Clients will be prioritized with the aid of the Homelessness Prevention Tool to triage those with eviction or disconnection notices and ensure applicants at imminent risk of homelessness receive the assistance they need before they lose their housing.



Amendment No. 1  
to  
Agreement No. 4700 NG190000020  
for  
Social Services  
between  
**CATHOLIC CHARITIES OF CENTRAL TEXAS**  
and the  
**CITY OF AUSTIN**  
*(Refugee Homelessness Prevention)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total Agreement amount is recapped below:

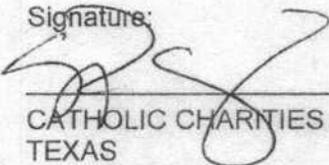
Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Aug. 1, 2019 – June 30, 2021)	n/a	\$ 200,000
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 200,000

- 3.0 The following changes have been made to the original Agreement EXHIBITS:
- Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 3/17/2020]*
- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

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

GRANTEE

Signature: \_\_\_\_\_

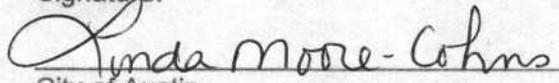


CATHOLIC CHARITIES OF CENTRAL  
TEXAS  
Sara Ramirez, Executive Director  
1625 Rutherford Ln.  
Austin, TX 78754

Date: 3-19-20

CITY OF AUSTIN

Signature: \_\_\_\_\_



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 3/27/2020

## Program Work Statement

---

### **Program Goals and Objectives**

As the largest refugee resettlement site in Central Texas, many Austin-based refugees need affordable housing and rental assistance. The goal of the Housing Assistance for Refugee Families project, part of the Financial Stability Program, is to help refugee families achieve economic self-sufficiency and housing stability through financial assistance, case management, budgeting and goal setting. Catholic Charities of Central Texas (CCCTX), engages, educates and empowers clients. CCCTX Staff work collaboratively with clients so that when they exit the program, they are better able to problem solve, retain stable housing and become self-sufficient.

### **Program Clients Served**

Program clients are refugees (individuals and families) who are living at or below 200% of the federal poverty level and are experiencing a crisis that puts their housing at risk. In order to be eligible, individuals must be a refugee residing within Austin or Travis County and referred by community partners or other Catholic Charities programs.

Heads of household must demonstrate refugee status by providing:

- An I-94 entry document with the indication they are refugees or
- A permanent resident card that indicates they received their residency through refugee status or
- The I-776 Employment Authorization Document (EAD) which must include one of the following codes: A03, A04, A05, or C11.

Clients will demonstrate residency by providing documentation (i.e. utility bill, lease, etc.) with proof of address that includes the client's name.

Clients will be prioritized with the aid of the Homelessness Prevention Tool to triage those with eviction or disconnection notices and ensure applicants at imminent risk of homelessness receive the assistance they need before they lose their housing.

### **Program Services and Delivery**

The Financial Stability Program: The Financial Stability Program is an existing program at CCCTX. The Director of Financial Stability reports to the Chief Operating Officer and is responsible for community outreach, program outputs and outcomes, data tracking, program budgets, contract compliance and supervising direct staff. Housing Assistance for Refugee Families provides financial assistance (rental, utility or arrears), case management, and wraparound services to keep refugee families housed. Refugee households enrolled in the program will receive case management and financial assistance services for up to 12 months to address their immediate needs. Each refugee household is eligible for a maximum of \$3,000 in financial assistance over a 12-month period.

CCCTX expects to receive program referrals from Refugee Services of Texas and Caritas of Austin; however, referrals are not limited to these two agencies. Additional referrals will come from internal CCCTX programs – Immigration Legal Services, Counseling Services, and the Gabriel Project Life Center.

## Program Work Statement

---

CCCTX will provide case management to refugee families. For households experiencing a housing crisis, program suitability is determined using the Homelessness Prevention Tool, a screening document modeled off the BSS Plus screening tool and developed by CCCTX, Refugee Services of Texas, and Caritas of Austin. The screening is delivered by the case manager by phone or in person to review eligibility based on residency, income, and the crisis that puts their housing at risk status. If the family qualifies based on their Homelessness Prevention Tool score and the program has capacity, the case manager will enroll the family for case management, financial assistance and wraparound services.

The case manager will work with refugee families to develop a holistic service plan, identify which needs are most pressing, coordinate services between CCCTX and other service providers, and assist clients in navigating the social services system in the community. Clients will work on a budget and develop personal goals to prepare the family to become financially and housing stable. Families will receive support to achieve self-identified financial goals through a one-on-one, open-ended financial coaching relationship. In addition to providing up to 12 months of financial assistance, gift cards for food and/or will be distributed when available. The Financial Stability Program also delivers financial literacy classes, to which refugee families will be invited to participate.

To alleviate challenges associated with transportation, the case manager will have access to bus passes (CCCTX is located on a bus route). For clients who cannot make daytime appointments, the case manager will communicate with them by phone and email. The number of times an individual or family meets with the case manager is determined on a case by case basis.

### **System for Collecting and Reporting Program Data**

CCCTX collects Financial Stability Program data in HMIS. This is a flexible, web-based software system used by human services organizations to manage services and measure effectiveness. Clients will be assessed for eligibility during the comprehensive intake process and Client Eligibility Requirements will be documented in HMIS. CCCTX will maintain a complete and current record of client eligibility in HMIS throughout the entire grant agreement period. HMIS tracks intakes, demographics, and services provided. From this database, staff are able to pull all data reports and track outputs and outcomes for the year. The case manager is responsible for entering data into HMIS, and the program director is responsible for data quality. The case manager is trained on beneficiary definitions, data collection and data entry to ensure that this information is entered accurately and completely.

### **Performance Evaluation**

Catholic Charities of Central Texas has performance and quality improvement (PQI) policies and procedures that promote a culture of quality by:

- 1.Promoting continuous quality management throughout the organization;
- 2.Promoting performance improvement activities throughout the organization; and,
- 3.Providing established measurable criteria for monitoring achievement of agency and program goals, positive client outcomes, stakeholder satisfaction, and accountability in risk prevention and management.

Staff monitor inputs, outputs, and qualitative and quantitative outcomes for performance and quality improvement. On a monthly basis, the program director compiles outputs and outcomes and tracks progress toward annual goals, which are reviewed monthly by the chief operating officer and quarterly by the executive director. Program staff assess and address variations in service delivery monthly, discuss these with the program director, propose needed programmatic changes and submit an action plan for each deficient area to the executive leadership team for evaluation.

## Program Work Statement

---

### **Quality Improvement**

All agency policies and procedures were updated to align with Council on Accreditation standards. At intake, clients and other stakeholders will be informed of their rights and responsibilities, including their right to express dissatisfaction with service and/or agency decisions through the formal problem resolution/complaint (grievance) process. Catholic Charities personnel will be attentive and respectful to any complaint registered by a stakeholder and will prohibit affiliated personnel from discouraging, intimidating, or seeking retribution against stakeholders who seek to exercise their rights to file a complaint.

Catholic Charities' Performance Quality Improvement Committee, comprised of the executive director, chief operating officer, chief advancement officer, and program directors, will conduct aggregate reviews of all complaints to assess for trends or patterns in order to continuously evaluate organizational systems and make recommendations for organization-wide changes. Once resolved, the stakeholder complaints are reviewed quarterly by the PQI Committee, with an aggregated report to the Board of Directors at least annually. As required, legal counsel will be sought to intervene in situations that are not successfully resolved through the complaint process. CCCTX will not in any way restrict, discourage, or interfere with stakeholder communication with an attorney, Human Resources, or with the commission for the purpose of filing a complaint.

### **Service Coordination with Other Agencies**

As a comprehensive social services agency, CCCTX internally refers refugee households to any of the other CCCTX programs to meet additional needs without their having to go through another intake process. Anyone with a child under the age of three is eligible for parenting classes and material assistance (i.e. diapers, formula, cribs and more). CCCTX offers clinical counseling sessions on a sliding fee scale from licensed professional counselors. Immigration Legal Services program provides low-cost legal services to help immigrants stabilize or upgrade their legal status. As part of CCCTX's dedication to wraparound services, case managers will refer refugee family members to any other CCCTX program from which they may benefit.

Best Single Source Plus (BSS Plus) – CCCTX is one of twelve agencies that participate in BSS Plus, which is coordinated by Caritas of Austin. Families are connected with one agency that is the "best single source" for their needs. Partner agencies track data in a shared database to allow for ease of information-sharing and to avoid service duplication.

Neighborhood Centers – The City of Austin's Neighborhood Centers refer clients for long-term case management and financial assistance.

Austin Energy – CCCTX distributes financial assistance for Austin Energy customers struggling to pay their utility bills.

Atmos Energy – CCCTX is designated as a Sharing the Warmth partner able to provide financial assistance to customers struggling to pay their utility bills.

Texas Gas Services - Catholic Charities is a designated Share the Warmth partner able to provide financial assistance to customers struggling to pay their gas bills.

Ending Community Homelessness Coalition (ECHO) –CCCTX uses the Homeless Management Information System software to track client data and participates in the annual Point in Time Count to assess community homelessness.

Other referral partners – Foundation Communities, St. Vincent de Paul, Lifeworks of Austin, Mary House Catholic Workers of Austin, Green Doors, Meals on Wheels Central Texas, Blackland Community Development Corporation, Front Steps, and Family Eldercare.

## Program Work Statement

Contract Term: 08/01/2019 - 06/30/2021

---

CCCTX's full-time intake specialist connects clients with public benefits like SNAP, TANF, and MAP. While enrollment services are not provided onsite, CCCTX staff is familiar with the process and can guide clients to agencies to help them enroll.

### **Service Collaboration with Subgrantees**

There are no collaborations in this contract.

### **Community Planning Activities**

BSS Plus collaborative partners meet on a monthly basis to discuss challenges, success stories, best practices, resources and spending statuses.

The Executive Director is a board member for the Austin/Travis County & Williamson County Emergency Food & Shelter Program, which supports nonprofit and governmental organizations that serve the hungry and homeless.

CCCTX participates in the Community Advancement Network (CAN), a partnership of governmental, nonprofit, private and faith-based organizations which seeks to improve social, health, educational and economic opportunities in the community. CAN awarded CCCTX the 2019 Spirit of Collaboration award in recognition of collaboration efforts in the community.

CCCTX is a founding member of Texas Here to Stay – a collaborative of nonprofits, immigration attorneys, the Mexican Consulate, school districts, churches and media partners formed in response to the growing concerns of the immigrant community in Austin.



Amendment No. 2  
to  
Agreement No. 4700 NG190000020  
for  
Social Services  
between  
**CATHOLIC CHARITIES OF CENTRAL TEXAS**  
and the  
**CITY OF AUSTIN**  
*(Refugee Homelessness Prevention)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Thousand dollars (\$100,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Aug. 1, 2019 – June 30, 2021)	n/a	\$ 200,000
Amendment No. 1: Modify Program Work Statement	\$ 0	\$ 200,000
Amendment No. 2: Exercise Extension Option #1 (July 1, 2021 – June 30, 2022)	\$ 100,000	\$ 300,000

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 3/22/2021]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/22/2021]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/22/2021]

**Exhibit B.3 -- Compensation Terms** is added to the agreement.

**Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification** is deleted in its entirety and replaced with a new **Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

4.0 The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

---

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

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

1.2 **Responsibilities of the Grantee.** The Grantee 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 Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning July 1, 2021 through June 30, 2022.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably

necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

### **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

### **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$100,000 (One Hundred Thousand dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

#### **4.2 Reports.**

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1<sup>st</sup> weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due

in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

#### **4.3 Grantee Policies and Procedures.**

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

4.3.2 Grantee 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. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

#### **4.4 Monitoring and Evaluation.**

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.5 Financial Audit of Grantee.**

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee 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.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.5.8 **Right To Audit By Office of City Auditor.**

4.5.8.1 Grantee 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, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

## **SECTION 5. TERMINATION**

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

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under 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 Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 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 Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 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 Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

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

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

## **SECTION 6. OTHER DELIVERABLES**

6.1 **Insurance.** The following insurance requirements apply:

### **6.1.1 General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee 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.

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

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin  
**Austin Public Health**  
ATTN: Social Services Contracts  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 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 Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee 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.

6.1.1.10 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.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by 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 Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee 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.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

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

6.1.2.1 **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.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

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

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

\* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage is required of Grantees providing services on City owned or leased property, and 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:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

**6.1.2.5 Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **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.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee 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.

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

## SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee 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 Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

## SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, 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), and those found in the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee 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 Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.  
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes 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 Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 8.4 **Indemnity.**

##### 8.4.1 Definitions:

8.4.1.1 "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:

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

8.4.1.1.2 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 Grantee, the Grantee's Subgrantees, and third parties),

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

8.4.2 THE GRANTEE 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 GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

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

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee 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. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 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, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City: City of Austin Austin Public Health Health Equity and Community Engagement Division ATTN: Adrienne Sturrup, Assistant Director 7201 Levander Loop, Bldg. E Austin, TX 78702	To the Grantee: Catholic Charities of Central Texas ATTN: Sara Ramirez, Executive Director 1625 Rutherford Ln. Austin, TX 78754	With copy to: City of Austin Austin Public Health ATTN: Stephanie Hayden, Director 7201 Levander Loop, Bldg. E Austin, TX 78702
--	---	---

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee 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"). Grantee 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 Grantee (including its employees, Subgrantees, 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 Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee 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.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee 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 Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by 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 Grantee in providing such gratuities.

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

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

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

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee 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 Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

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

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive

relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 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 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.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 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 30 calendar days from the date of the first mediation session. The City and the Grantee 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.

#### 8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

#### 8.20 **Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:

[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

## 8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

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

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

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

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

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

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be

construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

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

HOLIDAY	DATE OBSERVED
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.

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

8.26 **Non-Suspension or Debarment Certification.** The City 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 Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103,

then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement 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.

**8.30 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 Grantees. Grantee and its Subgrantees 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://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

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 individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

**8.31 Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

---

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

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

**GRANTEE**

**CITY OF AUSTIN**

Signature:

Signature:

  
CATHOLIC CHARITIES OF CENTRAL  
TEXAS  
Sara Ramirez, Executive Director  
1625 Rutherford Ln.  
Austin, TX 78754

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

3/29/21

Date: 4/5/2021

## **DEFINITIONS**

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

## **Program Work Statement**

---

### ***Program Goals and Objectives***

As the largest refugee resettlement site in Central Texas, many Austin-based refugees need affordable housing and rental assistance. The goal of the Housing Assistance for Refugee Families project, part of the Financial Stability Program, is to help refugee families achieve economic self-sufficiency and housing stability through financial assistance, case management, budgeting and goal setting. Catholic Charities of Central Texas (CCCTX), engages, educates and empowers clients. CCCTX Staff work collaboratively with clients so that when they exit the program, they are better able to problem solve, retain stable housing and become self-sufficient.

### ***Program Clients Served***

Program clients are refugees (individuals and families) who are living at or below 200% of the federal poverty level and are experiencing a crisis that puts their housing at risk. In order to be eligible, individuals must be a refugee residing within Austin or Travis County and referred by community partners or other Catholic Charities programs.

Heads of household must demonstrate refugee status by providing an I-94 entry document with the indication they are refugees or a permanent resident card that indicates they received their residency through refugee status. Clients will demonstrate residency by providing documentation (i.e. utility bill, lease, etc.) with proof of address that includes the client's name.

Clients will be prioritized with the aid of the Homelessness Prevention Tool to triage those with eviction or disconnection notices and ensure applicants at imminent risk of homelessness receive the assistance they need before they lose their housing.

### ***Program Services and Delivery***

The Financial Stability Program: The Financial Stability Program is an existing program at CCCTX. The Director of Financial Stability reports to the Chief Operating Officer and is responsible for community outreach, program outputs and outcomes, data tracking, program budgets, contract compliance and supervising direct staff. Housing Assistance for Refugee Families provides financial assistance (rental, utility or arrears), case management, and wraparound services to keep refugee families housed. Refugee households enrolled in the program will receive case management and financial assistance services for up to 12 months to address their immediate needs. Each refugee household is eligible for a maximum of \$3,000 in financial assistance over a 12-month period.

CCCTX expects to receive program referrals from Refugee Services of Texas and Caritas of Austin; however, referrals are not limited to these two agencies. Additional referrals will come from internal CCCTX programs – Immigration Legal Services, Counseling Services, and the Gabriel Project Life Center.

CCCTX will provide case management to refugee families. For households experiencing a housing crisis, program suitability is determined using the Homelessness Prevention Tool, a screening document modeled off the BSS Plus screening tool and developed by CCCTX, Refugee Services of Texas, and Caritas of Austin. The screening is delivered by the case manager by phone or in person to review eligibility based on residency, income, and the crisis that puts their housing at risk status. If the family qualifies based on their Homelessness Prevention Tool score and the program has capacity, the case manager will enroll the family for case management, financial assistance and wraparound services.

## Program Work Statement

---

The case manager will work with refugee families to develop a holistic service plan, identify which needs are most pressing, coordinate services between CCCTX and other service providers, and assist clients in navigating the social services system in the community. Clients will work on a budget and develop personal goals to prepare the family to become financially and housing stable. Families will receive support to achieve self-identified financial goals through a one-on-one, open-ended financial coaching relationship. In addition to providing up to 12 months of financial assistance, gift cards for food and/or will be distributed when available. The Financial Stability Program also delivers financial literacy classes, to which refugee families will be invited to participate.

To alleviate challenges associated with transportation, the case manager will have access to bus passes (CCCTX is located on a bus route). For clients who cannot make daytime appointments, the case manager will communicate with them by phone and email. The number of times an individual or family meets with the case manager is determined on a case by case basis.

### **System for Collecting and Reporting Program Data**

CCCTX collects Financial Stability Program data in HMIS. This is a flexible, web-based software system used by human services organizations to manage services and measure effectiveness. Clients will be assessed for eligibility during the comprehensive intake process and Client Eligibility Requirements will be documented in HMIS. CCCTX will maintain a complete and current record of client eligibility in HMIS throughout the entire grant agreement period. HMIS tracks intakes, demographics, and services provided. From this database, staff are able to pull all data reports and track outputs and outcomes for the year. The case manager is responsible for entering data into HMIS, and the program director is responsible for data quality. The case manager is trained on beneficiary definitions, data collection and data entry to ensure that this information is entered accurately and completely.

### **Performance Evaluation**

Catholic Charities of Central Texas has performance and quality improvement (PQI) policies and procedures that promote a culture of quality by:

- 1.Promoting continuous quality management throughout the organization;
- 2.Promoting performance improvement activities throughout the organization; and,
- 3.Providing established measurable criteria for monitoring achievement of agency and program goals, positive client outcomes, stakeholder satisfaction, and accountability in risk prevention and management.

Staff monitor inputs, outputs, and qualitative and quantitative outcomes for performance and quality improvement. On a monthly basis, the program director compiles outputs and outcomes and tracks progress toward annual goals, which are reviewed monthly by the chief operating officer and quarterly by the executive director. Program staff assess and address variations in service delivery monthly, discuss these with the program director, propose needed programmatic changes and submit an action plan for each deficient area to the executive leadership team for evaluation.

### **Quality Improvement**

All agency policies and procedures were updated to align with Council on Accreditation standards. At intake, clients and other stakeholders will be informed of their rights and responsibilities, including their right to express dissatisfaction with service and/or agency decisions through the formal problem resolution/complaint (grievance) process. Catholic Charities personnel will be attentive and respectful to any complaint registered by a stakeholder and will prohibit affiliated personnel from discouraging,

## Program Work Statement

---

intimidating, or seeking retribution against stakeholders who seek to exercise their rights to file a complaint.

Catholic Charities' Performance Quality Improvement Committee, comprised of the executive director, chief operating officer, chief advancement officer, and program directors, will conduct aggregate reviews of all complaints to assess for trends or patterns in order to continuously evaluate organizational systems and make recommendations for organization-wide changes. Once resolved, the stakeholder complaints are reviewed quarterly by the PQI Committee, with an aggregated report to the Board of Directors at least annually. As required, legal counsel will be sought to intervene in situations that are not successfully resolved through the complaint process. CCCTX will not in any way restrict, discourage, or interfere with stakeholder communication with an attorney, Human Resources, or with the commission for the purpose of filing a complaint.

### **Service Coordination with Other Agencies**

As a comprehensive social services agency, CCCTX internally refers refugee households to any of the other CCCTX programs to meet additional needs without their having to go through another intake process. Anyone with a child under the age of three is eligible for parenting classes and material assistance (i.e. diapers, formula, cribs and more). CCCTX offers clinical counseling sessions on a sliding fee scale from licensed professional counselors. Immigration Legal Services program provides low-cost legal services to help immigrants stabilize or upgrade their legal status. As part of CCCTX's dedication to wraparound services, case managers will refer refugee family members to any other CCCTX program from which they may benefit.

Best Single Source Plus (BSS Plus) – CCCTX is one of twelve agencies that participate in BSS Plus, which is coordinated by Caritas of Austin. Families are connected with one agency that is the "best single source" for their needs. Partner agencies track data in a shared database to allow for ease of information-sharing and to avoid service duplication.

Neighborhood Centers – The City of Austin's Neighborhood Centers refer clients for long-term case management and financial assistance.

Austin Energy – CCCTX distributes financial assistance for Austin Energy customers struggling to pay their utility bills.

Atmos Energy – CCCTX is designated as a Sharing the Warmth partner able to provide financial assistance to customers struggling to pay their utility bills.

Texas Gas Services - Catholic Charities is a designated Share the Warmth partner able to provide financial assistance to customers struggling to pay their gas bills.

Ending Community Homelessness Coalition (ECHO) – CCCTX uses the Homeless Management Information System software to track client data and participates in the annual Point in Time Count to assess community homelessness.

Other referral partners – Foundation Communities, St. Vincent de Paul, Lifeworks of Austin, Mary House Catholic Workers of Austin, Green Doors, Meals on Wheels Central Texas, Blackland Community Development Corporation, Front Steps, and Family Eldercare.

CCCTX's full-time intake specialist connects clients with public benefits like SNAP, TANF, and MAP. While enrollment services are not provided onsite, CCCTX staff is familiar with the process and can guide clients to agencies to help them enroll.

## **Program Work Statement**

---

### ***Service Collaboration with Subgrantees***

There are no collaborations in this contract.

### ***Community Planning Activities***

BSS Plus collaborative partners meet on a monthly basis to discuss challenges, success stories, best practices, resources and spending statuses.

The Executive Director is a board member for the Austin/Travis County & Williamson County Emergency Food & Shelter Program, which supports nonprofit and governmental organizations that serve the hungry and homeless.

CCCTX participates in the Community Advancement Network (CAN), a partnership of governmental, nonprofit, private and faith-based organizations which seeks to improve social, health, educational and economic opportunities in the community. CAN awarded CCCTX the 2019 Spirit of Collaboration award in recognition of collaboration efforts in the community.

CCCTX is a founding member of Texas Here to Stay – a collaborative of nonprofits, immigration attorneys, the Mexican Consulate, school districts, churches and media partners formed in response to the growing concerns of the immigrant community in Austin.

**Program Performance**

**Output - Unduplicated Clients Served**

City Goal	Other Funding Goal	Total Program Goal
55	0	55

**Output(s) - Supplemental**

Number of households receiving financial assistance and case management

City Goal	Other Funding Goal	Total Program Goal	City Percentage
22		22	100.00%

**Outcomes - City Business Plan**

*(Numerator / Denominator = Rate)*

		Goal
Numerator	1A: Number of households at risk of homelessness that maintain housing	15
Demoninator	1A: Number of households receiving assistance	22
Rate	1A: Percent of households at risk of homelessness that maintain housing	68.18%

**Program Budget and Narrative**

	City Funds	Other Funds	Total
Personnel			
Salaries	\$23,917.00	\$0.00	\$23,917.00
Fringe and Payroll Taxes	\$7,370.00	\$0.00	\$7,370.00
	<b>\$31,287.00</b>	<b>\$0.00</b>	<b>\$31,287.00</b>
Operations			
General Operations	\$600.00	\$0.00	\$600.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$0.00	\$0.00
	<b>\$600.00</b>	<b>\$0.00</b>	<b>\$600.00</b>
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$0.00	\$0.00	\$0.00
Client Food and Beverage	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$68,113.00	\$0.00	\$68,113.00
Other-Sub	\$0.00	\$0.00	\$0.00
	<b>\$68,113.00</b>	<b>\$0.00</b>	<b>\$68,113.00</b>
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other			
Other	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>

## Program Budget and Narrative

### Personnel

Case Management staff, Program Manager, Case file quality assurance supervision and administration.

### Operations

HMIS licenses/fees, language interpreters, office supplies, copier lease, local mileage, audit fees, occupancy costs (utilities, phones, maintenance, insurance) portion of Diocese of Austin admin fee for AP processing.

### Assistance to Clients

Housing assistance including rental arrears, rent, rental deposits, utility deposits, utility arrears, utility bills, application fees, other fees, and other expenses needed to sustain stable housing.

### Capital Outlay

### Deliverables Amount

### Program Subgrantees

### Program Income

### Other



## City of Austin

# **Social Services Compensation Terms**

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.
2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1<sup>st</sup> weekday immediately following the weekend or holiday.**
3. **Documentation**
  - 3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.
  - 3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.
    - 3.2.1. Appropriate supporting documentation includes:
      - General Ledger Detail report from the Grantee's financial management system
      - Transaction Detail by Account Report from the Grantee's financial management system
      - Other reports that meet all of the following specifications:
        - produced from the Grantee's accounting system with no manual changes or adjustments
        - submitted in PDF format
        - includes date the report was created
        - demonstrates specific expenses for which reimbursement is being requested
        - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.
4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

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

**5. Payment.**

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

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

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of unsatisfactory services by the Grantee;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

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

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

**6. Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

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

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

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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

8.2 The making and acceptance of final payment will constitute:

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

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

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with

the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

## **10. Allowable and Unallowable Costs**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

10.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

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

10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

## 11. Ownership of Property.

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION,**  
**ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,*

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 29 day of March, 2021

Contractor executes this certification understanding, and on the condition, that under this agreement:  
(i) Chapter 5-1-15 of Austin Code of City Ordinances applies to Contractor; and (ii) Contractor's right exercise its sincerely held religious beliefs, to establish a code of conduct, and to require its representatives and employees to adhere to such a code of conduct (professionally and personally) is not limited or prohibited by this certification or agreement.

CONTRACTOR

Authorized  
Signature

Title

*Catholic Charities of Central Texas*  
*[Signature]*  
*Executive Director*

### **PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

### **INTERESTED PARTIES DISCLOSURE (FORM 1295)**

As a condition to entering the Contract, the Business Entity constituting the Grantee 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 City 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 verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE**

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



**Council Question and Answer**

**Related To**

Item #47

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of Amendment No. 2 to the agreement with Front Steps, Inc. to provide emergency non-congregate shelter operations for individuals experiencing homelessness at increased risk of negative health effects from COVID-19, to add one-time funding in an amount not to exceed \$1,132,862 to the current term, for a revised total agreement amount not to exceed \$2,388,649.13.

**QUESTION/ANSWER:** Council Member Kelly's Office

*1) Could we get a copy of Amendments 1 and 2?*

Attached is amendment 1, which extended the term of this agreement to September 30, 2022, that was originally set to end on January 31, 2022.

Amendment 2 has not yet been executed. Austin Public Health is happy to share the amendment once this item is approved and executed.

*2) What services are provided?*

Front Steps provides emergency non-congregate shelter as a key step to quickly house those experiencing literal homelessness. Initial enrollment into the shelter will consist of people moving out of encampments identified in the HEAL resolution. The Front Steps program network in combination with the array of services provided onsite will create a seamless and client centered approach to housing some of Austin's most vulnerable individuals. The services are provided in a manner that is flexible to best meet clients' needs and schedules.

Some of the services include:

- Individualized housing plans developed with assigned case managers.
- Respite care services in partnership with Central Health, Community Care and other partners.
- Work with clients to accommodate client pets.

As the operator of the shelter, Front Steps is responsible for overall operations, maintenance, and oversight of the facility and the activities.



### Council Question and Answer

**Related To**

Item #48

**Meeting Date**

June 9, 2022

### Additional Answer Information

Approve an ordinance amending the Fiscal Year 2021-2022 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$7,692 in additional grant funds from the Texas Department of Health Services for the HIV Prevention Grant.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *How much grant funding (y-d) has the City of Austin accepted?*

The total for the HIV Prevention grant for FY22 is \$732,692, FY23 is \$762,692. In FY22, Austin Public Health received a total of \$20.3M in grant funds from various sources.



### Council Question and Answer

**Related To**

Item #49

**Meeting Date**

June 9, 2022

#### Additional Answer Information

Authorize negotiation and execution of an interlocal agreement with the Leander Independent School District for the provision of start-up costs for a new Pre-Kindergarten classroom, to expand affordable high quality early care and education options for Austin and Travis County residents, for a three-month term in an amount not to exceed \$16,000.

**QUESTION/ANSWER:** Council Member Kelly's Office

1) *Where will the new classroom be located?*

The new classroom will be located at Grandview Hills Elementary, 12024 Vista Parke Dr., Austin, 78726.



**Council Question and Answer**

**Related To**

Item #50

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Authorize negotiation and execution of an agreement with the Sustainable Food Center to provide food access services under the Nutritious Food Incentive Program for an initial 12-month term beginning July 1, 2022 with one 12-month extension option, each in an amount not to exceed \$100,000, for a total contract amount not to exceed \$200,000.

**QUESTION/ANSWER:** Council Member Kelly's Office

*1) How many times have we contracted with Sustainable Food Center?*

This is the first time SFC has received funding from APH for this specific scope of work, however SFC has received several contracts for healthy food access initiatives. APH has 2 current contracts with Sustainable Food Center: Fresh For Less Outreach and Education (funding began in FY2020) and Double Up Food Bucks (funding began in 2015). Sustainable Food Center also received 1-time funding for the COVID CARE Neighborhood Pop-up Grocery in 2020 and 1-time funding for technical assistance for development of the Nutritious Food Incentive Program in 2017. SFC had a contract for operations of pop-up Farm Stands from 2017 to 2019.



**Council Question and Answer**

**Related To**

Item #54

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve an ordinance amending City Code Chapter 12-4-64(D) (Table of Speed Limits) to establish a prima facie speed limit of 30 miles per hour for Escarpment Boulevard from Padua Drive to Bernia Drive.

**QUESTION/ANSWER:** Council Member Ellis's Office

1) *This location is in front of Bear Creek Elementary school. The school and parents report dangerous traffic speeds and the lack of a school zone and would like a school zone here. Can ATD create a school zone here, in addition to the prima facie speed limit reduction?*

Austin Transportation Department (ATD) is aware of the concerns and requests for a school zone along Escarpment Boulevard near Bear Creek Elementary School. We will endeavor to learn more from school administration and request to meet with the Campus Advisory Council as soon as possible. ATD is currently evaluating design and safety improvements at the roundabout with Trissino Drive, where most of the school pedestrian crossings occur, to facilitate lower operating speeds consistent with school zone speed limits.



**Council Question and Answer**

**Related To**

Item #61

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

**QUESTION/ANSWER:** Council Member Tovo’s Office

*1) With regard to the direction that redeveloped sites provide drainage calculations based on greenfield conditions: Do Watershed Protection staff support this change? Why or why not?*

WPD staff support this change because it helps reduce Austin’s flood risk by addressing one of the major sources of existing flooding: older commercial, industrial, and multifamily developments that lack adequate provisions for managing stormwater. Under current code, when older sites are redeveloped they rarely have to provide flood detention ponds or upgrade drainage systems. This is because redevelopment is required to prevent additional drainage problems, but not to help fix any existing problems caused by the site’s impervious cover.

The proposed amendment would require redeveloping sites to manage stormwater as if they were undeveloped “greenfield” sites, with no impervious cover. Redeveloping sites would thus be more likely to build detention ponds or upgrade drainage infrastructure, which helps reduce flood risk. This would in turn help alleviate the intensity of downstream flooding that is exacerbated by impervious cover. It would also apply the same high drainage standard to all development, whether it is new development on a greenfield site or redevelopment of an existing site. Additionally, this provision had strong support from both residents and the environmental advocacy community during engagement related to past LDC drafts.



**Council Question and Answer**

**Related To**

Item #61

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

**QUESTION/ANSWER:** Council Member Vela’s Office

1) *“Require that all subdivisions and site plans in Urban Watersheds meet steep slope protections;” What are the steep slope protections?*

Austin’s watersheds are vulnerable to non-point source pollution, erosion, and sedimentation resulting from development activities. Steep slope protections help minimize these impacts by maintaining slope stability, protecting fragile environments, preventing the concentration of runoff, and reducing erosion and sedimentation.

The steep slope protections are found in [LDC Sections 25-8-301 through 25-8-304](#). These regulations protect steep slopes by prohibiting or minimizing the amount of development that can occur on slopes greater than 15%. Roads and driveways are prohibited on slopes greater than 15%, unless the road or driveway is necessary to provide primary access to a large developable area (i.e., an area greater than 2 acres or with building sites for at least 5 residential units). Buildings and parking structures are prohibited on slopes greater than 25%, and parking lots are prohibited on slopes greater than 15%. Buildings and parking structures can be constructed on slopes between 15% and 25% if the footprint of the development is limited in size (to no more than 10% of the total area of steep slopes), the slopes are terraced, and vegetation is preserved or restored.



**Council Question and Answer**

**Related To**

Item #61

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve a resolution relating to environmental protections and water quality; and initiating amendments to the City Code.

**QUESTION/ANSWER:** Council Member Harper-Madison’s Office

1) *Are watershed regulations effected by the difference in soils and substrate between west Austin limestone and east Austin sandy loams?*

Austin’s watershed regulation areas have historically divided the city’s regulatory area into two main areas: the Drinking Water Protection Zone (generally the Edwards Plateau and/or Edwards Aquifer Recharge Zone/Contributing Zone on the west side) and the Desired Development Zone (generally central Austin and Blackland Prairie on the east side). The DWPZ tends to have greater environmental protections, especially respective to impervious cover, creek buffers, and the ability for staff to grant administrative variances to cut and/or fill. Additionally, the Save Our Springs ordinance includes a stricter non-degradation water quality requirements.

Geology/soils is certainly linked to these regulations in so far as the regulations took into consideration the thin soils of the Edwards Plateau when crafting code and criteria requirements. But it was not the primary driver of the regulations, which are related to the protection of Austin’s drinking water supply and Barton Springs.



**Council Question and Answer**

**Related To**

Item #62

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve a resolution initiating amendments to City Code Title 25 relating to accessory dwelling units (ADUs) to help facilitate the construction of ADUs.

**QUESTION/ANSWER:** Mayor Pro Tem Alter's Office

1) *Can staff please describe the implications of what it would mean to "regulate ADUs as an accessory use to a primary residential use"?*

Currently, different types of ADUs are regulated in different parts of the code. With the direction in the resolution, staff's forthcoming proposal on ADUs would consolidate the regulations in the portion of the code related specifically to accessory uses. This is a workable approach for implementing the direction provided in Council's earlier resolution on ADUs (Res. No. 20211209-064) and the supplemental direction provided in the currently proposed resolution.



**Council Question and Answer**

**Related To**

Item #67

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Approve a resolution related to the expedited purchase of additional High Activity Location Observation (HALO) cameras for the Sixth Street area and directing an assessment of interest among businesses in the Historic 6th Street and Rainey Historic District in using hand-held metal detector wands and recommendations related to additional technology.

**QUESTION/ANSWER:** Council Member Vela's Office

*1) Under APD General Order 616.3, there is a Public Safety Camera Advisory Board that is supposed to provide various oversight as laid out in 616.3.1. I could not find any information on whether that board has ever actually convened, and if so, what their meeting schedule is, when they have previously met, and if there are any meeting minutes or other materials from the board meetings that are available for review. All I could find was a 2013 audit of the camera system that mentioned that the board had yet to be established and convened. Related to that question, General Order 616.7 calls for quarterly reports with specific information regarding cameras. Are those quarterly reports being produced, and if so, are they accessible to the Council? Similarly, are they accessible to the public? If they are accessible, how do we request to see those reports?*

APD General Order 616.3 requires the Public Safety Camera Advisory Board to meet at least annually or more frequently as required by operational needs. The Advisory Board last met May 2018.

Quarterly reports are produced to ensure HALO cameras are functioning correctly and that their use is limited to prevention and deterrence of criminal activity, identification of criminal activity, and to capture video evidence. Given that the quarterly reports contain law enforcement sensitive information, they are not available in a platform accessible to the public. Quarterly Public Safety Camera System reports will be made available to Council Members upon request.



**Council Question and Answer**

**Related To**

Item #69

**Meeting Date**

June 9, 2022

**Additional Answer Information**

Approve a resolution related to planning at a district level and initiating City Code amendments.

**QUESTION/ANSWER:** Mayor Adler’s Office

1) *How does direction in the IFC differ from what the staff are currently doing in rebuilding our citywide, corridor, and district planning approaches?*

In terms of scope, they accomplish the same planning outcomes. This IFC and Council direction for Equitable Transit Oriented Development (ETOD) Planning Program (in response to [Resolution 20210610-093](#)) include similar equity and anti-displacement focused planning strategies to implement the Imagine Austin Comprehensive Plan, Austin Housing Blueprint and Austin Strategic Mobility Plan. The current ETOD Planning Program will deliver planning services along the entire Project Connect system over the years ahead including the majority of Imagine Austin Corridors and Centers. ETOD planning along Project Connect lines will start with the approved Project Connect lines to consider land use changes along the initial transportation investment routes. With an estimated 98 stations covered by the systemwide ETOD Policy Plan, future regulatory changes could include early adoption of system-wide regulatory changes needed to support affordability, increase transit ridership, and prevent displacement, development of detailed regulating plans at designated station areas, and/or amendments to existing station area regulating plans. For more details about the ETOD planning, please see the [May 31 ETOD updated memo](#).

2) *Is it typical (or best practice) to codify planning approaches and methods? What are the pros and cons?*

Planning processes (approaches and methods) are typically described in the operating procedures of city’s planning program and not codified.

Codes (such as the LDC) are *tools* for implementing policies in adopted plans and it is best practice to distinguish plans from codes to avoid conflation. Codes establish standards and review procedures for development applications whereas the city’s planning program defines how and when plans for various areas of the city are prepared. To ensure flexibility so that planning activities can be right sized for different areas and scales, staff discourages codifying planning processes in the Land Development Code. In alignment with similar cities such as Denver, Raleigh, Nashville, and Seattle - which all have small area planning programs without codifying planning actions - staff believe the City of Austin will continue to follow common industry best practices.

Codifying planning as described in the IFC could hinder the City’s ability to prepare and deliver additional planning services to Austin residents because future changes to the framework, criteria, prioritized areas, or community engagement processes could limit flexibility and/or require code amendments that delay preparation of plans.

*3) How will codifying planning as described in the IFC enhance or accelerate the department's ability to prepare more plans?*

Codifying planning processes would not enhance the department's ability to prepare more plans, as the limiting factor is staff capacity - which a change in code would not alleviate. Current staff focus, in alignment with council direction and priority, includes the Equitable TOD Planning Program, the Northeast Austin District Plan, Palm District Plan, South Central Waterfront Regulating Plan, numerous code amendments, and staffing numerous boards and commissions. To ensure quality of service and clarity in communication of planning activities, staff have developed more streamlined and consistent small area planning processes and deliverables.



**Council Question and Answer**

**Related To**

Item #80

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Conduct a public hearing and consider an ordinance amending City Code Chapter 25-2, Subchapter E, Section 4.3 relating to Vertical Mixed Use buildings.

**QUESTION/ANSWER:** Mayor Pro Tem Alter’s Office

1. *In a previous Q:A we requested information regarding how many VMU properties have a sufficient amount of single family zoned land or uses within 200 feet of their parcel that would allow those properties to constitute at least 20% of the total property within 200 feet of the VMU parcel? And we requested a map of both of these scenarios. We understand from the staff response that additional staff capacity would be needed for the level of detail requested. Can staff please provide greater clarity on the amount of capacity it would require to provide this information and please describe how the information we are requesting would significantly differ from the work that went into creating the interactive map that staff created for this item.*

The difference in the analyses is that this request would require individual analysis of ~1,675 parcels with VMU zoning, compared with the completed analysis that shows the impact of uniform compatibility regulations on all of those parcels. The uniformity of compatibility standards enables them to be analyzed at a policy level, whereas protest rights verification analyses are typically prepared on a case-by-case basis because they are time and resource intensive to conduct. The requested analyses could take up to two months to complete given the current workload and capacity of HPD staff at this time.



**Council Question and Answer**

**Related To**

Item #85

**Meeting Date**

June 9, 2022

*Additional Answer Information*

Conduct a public hearing on the City’s draft HOME American Rescue Plan (HOME-ARP) Allocation Plan that will be submitted to U.S. Department of Housing and Urban Development as part of the City’s application for \$11,441,252 in federal funding through a HOME-ARP grant.

**QUESTION/ANSWER:** Mayor Pro Tem Alter’s Office

1) *The back-up for item 85 notes that as tenant protections have expired, the number of evictions has climbed back up, with April 2022 data indicating filings at a rate 199% greater than average, as of April 9th, 2022. This trend demonstrates the unmet need for tenant protections, rental assistance, and other programs that prevent households from becoming homeless. Can staff please detail the funding amounts, funding sources, and interventions anticipated to support tenant rental assistance (not supportive services) in the upcoming fiscal year? Please specify what, if any amount, we anticipate spending from federal dollars and what, if any amounts, we anticipate will be funded with local tax dollars.*

Utilizing primarily federal funds, HPD provided more than \$70 million in emergency rental assistance to more than 8,000 low-income households since the beginning of the pandemic. Unfortunately, federal funding for emergency rental assistance is no longer available. And, there are no state nor federal dollars available in the upcoming fiscal year. Locally, the upcoming fiscal year proposed budget for the City is in development and the Community Development Commission budget recommendation for emergency rental assistance is under consideration within the framework of all other budgetary decisions and recommendations.