

CITY OF AUSTIN SERVICE SUPPORT OF WORKFORCE SOLUTIONS CAPITAL AREA LOAN AGREEMENT

This Agreement (“Agreement”) relating to the loan of City funds for the support of relocation and expansion of administrative workforce outreach and development services is made between the CITY OF AUSTIN, a home rule municipal corporation of the State of Texas located within Travis, Hays, and Williamson Counties, Texas (“City”), and the Austin/Travis County Workforce Solutions Capital Area Workforce Board (“Workforce Solutions”), a local workforce development board formed under Chapter 2380, Texas Government Code, to serve the Austin/Travis County area (collectively, the City and Workforce Solutions are referred to as “parties”).

RECITALS

1. The City has established an agreement with Workforce Solutions for delivery of terms outlining the Workforce and Education Readiness Continuum (WERC) effort for the City and Travis County, which Workforce Solutions is currently in good standings with the City;
2. Through Ordinance 20180614-015, the City amended the Imagine Austin Comprehensive Plan by adopting the comprehensive Austin Area Master Community Workforce Plan;
3. The City is authorized by chapter 380 of the Texas Government Code and the Texas constitution to provide a loan of funds to promote economic development, including workforce development and retention;
4. The City wishes to support the expansion of administrative services that strengthen all elements of the existing Workforce Solutions portfolio while also exploring the potential for colocation and enhanced services for community benefits that align with outcomes under Economic Opportunity and Affordability of the 2018 Council Approved Strategic Plan.

NOW THEREFORE, in consideration of the covenants and agreements of the respective parties as set out in this Agreement, the parties agree as follows:

ARTICLE 1 PROJECT

- 1.01 **Expansion Description and Public Benefit Provided.** Workforce Solutions’ current location is at capacity and cannot offer the service capacity needed to meet the goals of the Master Community Workforce Plan. Workforce Solutions intends to expand capacity to provide workforce development services by moving into a new North Career Center. The North Career Center will serve as the community’s largest, most comprehensive American Job Center. The new location is 70,508 square feet, which is 32,500 square feet larger than the current center, and will house over 200 total staff. This expansion offers a number of public benefits:

- It will be located in East Austin, to better align with customer needs;
- It will have triple the conference room space of the current facility, to accommodate more job seekers, employers, and community demand for collaborative space;
- It will have more work stations to accommodate new partnership opportunities, including 42 Vocational Rehabilitation field and administrative staff from the Texas Workforce Commission; and
- It will expand customer access to Workforce Solutions' services: job counseling and matching, job training, job seeker workshops, subsidized child care, employer job fairs, veterans' services, disability employment services, and community-based programs.

These substantial benefits to the citizens of the City exceed or are at least equivalent to the amount of the loan. Further, workforce development and retention, which is the goal of this Agreement, is one of the key reasons a municipality may make a loan of public funds, under Article III, Section 52-a, Texas Constitution, and Chapter 380, Texas Local Government Code.

- 1.02 **Project Impact.** While offering many long-term advantages, the move to the new center does create significant financial challenges in the short-term. The total build-out cost for the new facility is more than \$6.6 million. Half of this cost can be absorbed in the long-term lease as the build-out allowance. Workforce Solutions received permission from the Texas Workforce Commission to carry forward \$500,000 from FY18 that can be applied to build out. The remaining \$2.8 million must be absorbed in the program budget, which would negatively impact services. Workforce Solutions is looking to public partners and private funders across the community to provide one-time support to help mitigate this impact on services.
- 1.03 **Project Description.** Workforce solutions shall occupy, lease, and operate in permanent facilities that are within the City of Austin. "Permanent facilities" are defined as office locations or any other support locations for the community to access workforce development support and job placement services. Loaned funds may be used to pay for costs associated with the renovation or remodeling of permanent facilities, moving expenses from other facilities to the North Career Center, and administrative staffing to support the creation of new revenues.
- a. **Creation of New Revenues.** Workforce Solutions shall consult the City on the recommended use of any new or additional revenues generated through the use of Loaned funds. Workforce Solutions will ensure that funds are used for the benefit of the City and its Economic Development and Workforce Development priorities to the extent permitted.
- 1.04 **State Approval.** Prior to executing this Agreement, Workforce Solutions shall provide, upon request from the City, executed contracts with governmental entities that allowed

for authorization of the carry-forward funding, and documentation of the Workforce Board's approval to relocate to the North Career Center.

- 1.05 **City Credit.** Subject to restrictions and approvals, which Workforce Solutions will use its good faith efforts to provide, Workforce Solutions shall display City credit, defined as the City logo designated and provided by the City as shown on "Exhibit A" in marketing and promotional materials to support the work of the organization and Permanent Facility locations, including the North Career Center.
- 1.06 **Collaborative Opportunities.** Parties acknowledge business development and expansion has a direct relationship with job creation and workforce alignment. To the extent possible, upon reasonable request by the City with sufficient advance notice, Workforce Solutions shall coordinate with City by providing such support to address collaborative opportunities, as outlined below:
- a. **Use of Permanent Facility.** Workforce Solutions will demonstrate good faith efforts to provide Economic Development, partners in work with Economic Development, and other City departments access to public, common and/or meeting space to host events that are mutually beneficial or promote the direct relationship defined above. Further, Workforce Solutions will explore the potential for offering space in Permanent Facilities to office or co-locate extensions of City departments, to maximize relationships for all communities. Workforce Solutions will host a meeting with the City, within one year of moving into the Permanent Facility, to discuss office space for co-location. City use of the Permanent Facility will be subject to the facility lease terms and the Workforce Solutions policies. Under no circumstances will Workforce Solutions be responsible for extraordinary costs in excess of its base lease rate and Facilities' agreement. Workforce Solutions will communicate extraordinary costs for facilities usage to the City in advance of incurring such costs.
 - b. **Economic Development Policy.** Workforce Solutions will demonstrate good faith efforts to uphold the Memorandum of Understanding with the City (Attachment A) for workflow process and annual compliance cooperation associated with the City's 2018 Economic Development Policy.
 - c. **Reporting on Outcomes and Needs.** Through the execution, support, analysis and stewarding of the Master Community Workforce Plan, Workforce Solutions will report to the City on an annual basis the outcomes associated with goals obtained by evaluated service providers and gaps in services provided to targeted audiences for the City to consider future workforce development programming and support.
- 1.07 **Taxes, Licenses and Permits.** Workforce Solutions shall be responsible for all sales taxes or any other taxes, licenses, permits and fees otherwise applicable to the Project and any potential forthcoming projects for Permanent Facility locations.

- 1.08 **Texas Government Code Chapter 2264.** In accordance with Chapter 2264 of the Texas Government Code, Workforce Solutions agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States (“Undocumented Worker”).
- (a) During the term of this Agreement, Workforce Solutions shall notify City of any complaint brought against the Workforce Solutions alleging that Workforce Solutions has employed Undocumented Workers.
 - (b) If Workforce Solutions, or a branch, division, department, or employee of Workforce Solutions is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount it has received from the City under this Agreement, together with interest at the rate of two percent from the date of each payment, shall be repaid by Workforce Solutions to the City, not later than 120 days after the date the City receives notice or becomes aware of the violation.
 - (c) The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought to recover loan payments under this Section. Workforce Solutions shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom Workforce Solutions contracts.
- 1.09 **Non-Discrimination Ordinances.** Workforce Solutions shall comply with all provisions of the City’s Code of Ordinances, Title 5 (Civil Rights), as amended, recodified or reenacted from time to time, relating to equal opportunity in employment and business practices. The City agrees to provide to Workforce Solutions, from time to time, upon its request in writing to the City for consultation and assistance with compliance with these Code provisions.

ARTICLE 2

LOAN AND PAYMENT SCHEDULE

- 2.01 **Workforce Solutions Obligations.**
- a. The total loaned amount of \$600,000, with no interest, from the City shall be repaid on or before the following dates outlined in the payment schedule, as defined below:
 - (i) \$150,000 paid by October 31, 2020
 - (ii) \$150,000 paid by October 31, 2021
 - (iii) \$150,000 paid by October 31, 2022
 - (iv) \$150,000 paid by October 31, 2023
 - b. Within 60 days after each payment, Workforce Solutions shall provide a report that demonstrates Workforce Solutions has completed the required elements of

the Project and complied with the terms of this Agreement. A Final Report with comprehensive deliverables and outcomes will be due to the City no more than 60 days following the final payment.

- 2.02 **City Obligations.** Within 30 days of executing this Agreement, the City will provide the \$600,000 in one lump sum to Workforce Solutions.
- 2.03 **Financial and Other Relevant Records.** Workforce Solutions shall establish and maintain books, records, and systems of account relating to administrative adjustments and operations defined in the Project with annual audits. Workforce Solutions shall provide the City, including representatives of the Office of the City Auditor, other representatives of the City, and/or third parties contracted by the City, access to inspect its financial information, annual audit and other relevant records only as it relates to determine satisfaction of the terms of this Agreement during regular business hours and at times mutually agreeable to the parties. Such financial information and other relevant records will be made available at a Permanent Facilities location in Austin, Texas. Such parties have the right to inspect all relevant records of Workforce Solutions as are reasonably necessary to verify compliance with all requirements of this Agreement and limited to the information needed to confirm the information submitted.

ARTICLE 3 TERM

- 3.01 Unless otherwise terminated earlier, as provided for in this Agreement, the initial term of this Agreement shall be from the Effective Date until 30 days after the City receives the final payment and report from Workforce Solutions.
- 3.02 Unless terminated earlier by either party, pursuant to a right stated in this Agreement for the party to do so, or otherwise agreed to in writing by both parties, this Agreement will expire without further notice when the term expires.

ARTICLE 4 ASSIGNMENT AND SUCCESSORS

- 4.01 **Assignments and Successors.** Workforce Solutions shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the City. Any attempted assignment in violation of this Section is void and without effect.
- 4.02 Without limiting the obligations of Workforce Solutions under this Agreement, Workforce Solutions shall have the right and the authority to enter into contracting arrangements with any other person or entity (including without limitation the City or other City agencies) for the provision of any goods or service required or allowed to be provided or performed by Workforce Solutions under this Agreement.

**ARTICLE 5
INDEMNIFICATION**

- 5.01 **LIABILITY OF CITY.** CITY IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON, INCLUDING DEATH, OR PROPERTY CAUSED BY OR ARISING FROM THIS AGREEMENT OR ANY ACT OR OMISSION OF WORKFORCE SOLUTIONS, OR OF ANY OF WORKFORCE SOLUTIONS' AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY. IN NO EVENT SHALL THE CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, GRANT FUNDS OR DONATIONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
- 5.02 **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY LAW, WORKFORCE SOLUTIONS AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR BODILY INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) WORKFORCE SOLUTIONS' BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF WORKFORCE SOLUTIONS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO CONSTRUCTION OF AN IMPROVEMENT OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH WORKFORCE SOLUTIONS AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 5.03 Neither party assumes the liability for the actions or omissions of the other party.
- 5.04 **Waiver of Immunity.** Nothing in this Agreement shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by City or Workforce Solutions as to any claim of any third party.
- 5.05 **Cause of Action.** Nothing in this Agreement shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create

any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

- 5.06 City shall not be entitled to enjoin, restrain, interfere or otherwise seek equitable relief in connection with the production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Project unless the carrying out of these activities in connection with the Project conflicts with any applicable Federal or State statute, regulation or other law, or any applicable City code or regulation.

ARTICLE 6

TERMINATION, DEFAULT AND REMEDIES

- 6.01 **Termination by Workforce Solutions for convenience.** In the event Workforce Solutions elects not to proceed with or complete the Project as contemplated by this Agreement, it shall notify the City in writing immediately and, upon repayment of the loaned funds, this Agreement and the obligations on the part of both parties shall be deemed terminated. Workforce Solutions shall not be entitled to partial payment.
- 6.02 **Termination for Cause.** If either the City or Workforce Solutions should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an “Event of Default” under this Agreement. When an Event of Default occurs, the non-defaulting party shall provide the defaulting party with written notice of the alleged Event of Default and allow the defaulting party a minimum period of 90 calendar days after the receipt of this notice to cure such Event of Default, prior to terminating this Agreement, instituting an action for breach of contract or pursuing any other remedy for the event of default. If either party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth below, and the Event of Default is not cured within the 90 calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the 90 calendar day cure period.
- 6.03 **Termination by the City for Public Safety.** The City shall have the right to terminate this Agreement without prior notice if Workforce Solutions’ action or inaction results in an immediate threat to public health, safety and welfare and for which or the effects from which there is no cure.
- 6.04 **Service Remedy.** In consideration of the award and execution of this Agreement and in consideration of the City’s waiver of its right to attorney’s fees, Workforce Solutions knowingly and intentionally waives its right to attorney’s fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract. Workforce Solutions shall not be entitled to attorney’s fees, costs, expenses, economic or non-economic damages or lost profits of any kind.

ARTICLE 7

NOTICES

- 7.01 **Notices.** Any notice, demand, request or other communication given or made by either party to the other shall be in writing. Any notice required or allowed to be given or to be served in connection with this Agreement will be deemed delivered and received on the earlier of the date actually received or a date that is: (i) three calendar days after being deposited in the United States mail, if sent via certified mail, properly addressed and with postage prepaid; or (ii) the date delivery is originally scheduled to occur, if sent via a reputable overnight courier service. Notices shall be addressed to the parties at their respective addresses set out below, or at such other address as they may specify by written notice after executing this Agreement.

If to City: Economic Development Department, Director
City of Austin
301 West 2nd Street, 2nd Floor
Austin, Texas 78701

Copy to: City Attorney
City of Austin
301 West 2nd Street, 4th Floor
Austin, Texas 78701

If to Workforce Solutions: Workforce Solutions Capital Area
6505 Airport Blvd., Suite 101
Austin, TX 78752
Attn: Yael Lawson, Chief Operations Officer

Copy to: Douglas A. Poneck
Escamilla & Poneck, LLP
700 N. St. Mary's, Suite 850
San Antonio, Texas 78205

ARTICLE 8

GENERAL PROVISIONS

- 8.01 **Effective Date.** Effective Date shall mean the latest date of execution provided in the signature lines below.
- 8.02 **Compliance.** The parties shall comply and conform with all applicable laws and all governmental regulations, rules, and orders in effect during the Term of this Agreement, including all applicable laws and regulations relating to labor employed in and relating to the operation of the Project.

- 8.03 **Interpretation.** In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.
- 8.04 **No Third-Party Rights.** The provisions and conditions of this Agreement are solely for the benefit of the City and Workforce Solutions and are not intended and shall not be construed to create any rights, contractual or otherwise, to any other person or entity.
- 8.05 **Open Records.** Workforce Solutions acknowledges and understands that the City is required to comply with chapter 552 of the Texas Government Code (“Public Information Act”), and caselaw interpreting same. If the City receives a Public Information Act request related to this Agreement, the City will follow the requirements of the Public Information Act and request the opinion of the Texas Attorney General, as applicable.
- 8.06 **Authority.** The parties have the requisite corporate/governmental power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each party and no other corporate, governmental or other action on the part of Workforce Solutions or City is necessary to authorize the execution and delivery of this Agreement. The individuals executing this Agreement for Workforce Solutions and City have been duly authorized to execute and deliver this Agreement for and on behalf of Workforce Solutions and City and to bind Workforce Solutions and City to its terms.
- 8.07 **No Partnership or Joint Venture.** Neither City nor Workforce Solutions shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of its officers, agents, servants, contractors, subcontractors, or employees. Each party acknowledges that it is solely responsible for its own activities and for all persons and property involved or used in connection with those activities; provided, however, that no provision of this Agreement shall operate or be construed as a waiver by either party of any immunity or defense from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity or defense which it has under law, now or hereafter existing.
- 8.08 **Force Majeure.** Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. “Force Majeure” means acts and events not within the reasonable control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include, without limitation acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, breakdown of building systems or facilities, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions, which affect a party’s cost, but not its ability to perform. The party invoking Force Majeure shall give timely and adequate notice to the other party of the event by facsimile transmission, telephone, or e-mail and then the party must promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party’s

performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

- 8.09 **Invalid Provision.** It is agreed that, in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Workforce Solutions or City in connection with the rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
- 8.10 **Applicable Laws and Venue.** This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Texas sitting in Travis County, Texas, and any appellate court from those courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of these courts and agrees to bring any action, litigation, or proceeding only in the courts of the State of Texas sitting in Travis County, Texas. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 8.11 **Governmental Powers.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.
- 8.12 **Sole Agreement.** This Agreement constitutes the sole and only agreement of the parties regarding the matters set forth in this Agreement and cannot be amended or modified except by a written agreement approved by the parties as required by applicable law.
- 8.13 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 8.14 **Exhibits.** All Exhibits to which reference is made in this Agreement are incorporated in this Agreement in their entirety, whether or not actually attached.
- 8.15 **Time of Essence.** Time is of the essence of each provision of this Agreement.
- 8.16 **Survival of Indemnities.** Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given

or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive such termination.

- 8.17 **Good Faith Dealings.** All parties will act in good faith in the preparation, execution, and resolution of any matter within the scope of this Agreement. These good faith acts shall be made in a lawful and ethical manner.
- 8.18 **Dispute Resolution.** In the event of a dispute between Workforce Solutions and the City regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the City Manager and Workforce Solutions' management, or their respective designees, shall meet to review and discuss the matters in dispute; if the City Manager and Workforce Solutions are unable to reach a mutual resolution, either party may submit the matter to a nonbinding, structured mediation procedure conducted by persons or organizations experienced in alternative dispute resolution ("ADR") procedures as well as having expertise in the network television production and entertainment industries. The mediation may be requested by any party and shall be initiated within 30 days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven days prior to the actual mediation. The mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding, and shall be confidential to the extent allowed by law. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.
- 8.19 **No Implied Waiver.** No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement.

EXECUTED by the authorized representatives of the parties on the dates indicated below.

**Workforce Solutions Capital Area
Workforce Board**, a 501(c)(3) governmental
non-profit

By: _____

Name: _____
Tamara Atkinson

Title: Chief Executive Officer _____

Date: _____

APPROVED AS TO FORM

By: _____

XXXXXX
City Attorney

CITY OF AUSTIN,
a home-rule municipal corporation

By: _____
Spencer Cronk, City Manager

Date: _____