

**AMENDMENT NO. 7 TO THE
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
CITY OF AUSTIN
AND THE
BETTER BUSINESS BUREAU
CONTRACT No. MA 5500 PA200000076**

This Amendment ("Amendment") to the Professional Services Contract ("Contract") is entered by and between the City of Austin ("City") and the Better Business Bureau Incorporated, of Austin, Texas ("Grant Administrator"). Through the Contract, the Grant Administrator administers grant programs for the City that provide relief to citizens and organizations negatively impacted by the COVID-19 pandemic. The Contract is amended, as shown below, with new language underlined and removed language struck through.

Section 4.1 Contract Amount, is amended as follows:

4.1 Contract Amount. Grant Administrator acknowledges and agrees that, notwithstanding any other provision of this Contract, the ~~[maximum amount payable by the City under this Contract Amendment shall not exceed \$1,483,900.00. The]~~ total amount of grant funding that the Grant Administrator will award to eligible grantees is an amount not to exceed [\$33,921,275] \$34,421,275, and administrative fees shall not exceed [\$1,660,650] \$1,683,150. The total amount for this contract is not to exceed ~~[\$35,581,925]~~ \$36,104,425. If additional sources of funds for grants are identified and the term of this Contract is extended, the parties will agree upon an amount to pay the Grant Administrator at that time for the additional funds and term.

Section 9.8, Federal Requirements, is added as follows (for the \$22,500 funded from the U.S. Department of Treasury, American Rescue Plan):

9.8 Federal Requirements. Grant Administrator acknowledges that federal funds are involved in this Contract, subjecting this Contract to mandatory federal terms, conditions, and requirements. The Grant Administrator agrees to sign and comply with the federal terms and conditions that apply to this Contract in Exhibit A to Amendment No. 7, attached, and to comply with the requirements in Exhibit B to Amendment No. 7, attached.

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

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

CITY OF AUSTIN
BY: Rodney Gonzales

BETTER BUSINESS BUREAU
BY: Carrie A. Hunt

NAME: Rodney Gonzales

NAME: Carrie A. Hunt

TITLE: Assistant City Manager

TITLE: President / CEO

DATE: _____

DATE: December 3, 2021

Approved as to Form:

A handwritten signature in blue ink, appearing to be 'R. Riggs', is written over a horizontal line.

Assistant City Attorney

The Contractor, Carrie A. Hunt,
BBB, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Carrie A. Hunt, President / CEO

Name and Title of Contractor's Authorized Official

December 3, 2021

Date



Signature of Contractor's Authorized Official

President / CEO

Name and Title of Contractor's Authorized Official

December 3, 2021

Date

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.