

ADDENDUM NO. 6
CREATIVE SPACE ASSISTANCE PROGRAM SERVICES

This **ADDENDUM NO. 6** (this "Addendum") pertains to the Creative Space Assistance Program (the "Service") and is entered into between the **CITY OF AUSTIN, TEXAS** (the "City") and the **AUSTIN ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit local government corporation ("AEDC"), effective [____], 2022, pursuant to the Interlocal Cooperation Agreement entered into by and among AEDC, the City and the Austin Industrial Development Corporation on June 10, 2021 (the "Interlocal Agreement"). The City and AEDC may be referred to individually as a Party or collectively as the Parties. Terms not otherwise defined have the meanings ascribed to them in the Interlocal Agreement.

1. Description of the Service.

The City authorizes and directs the AEDC to perform, and AEDC accepts, the following Services relating to the City's Creative Space Assistance Program ("CSAP"). The City has committed funding in the total amount of up to \$2,500,000 toward CSAP for Fiscal Years 2023-2025 to support creative spaces facing temporary and permanent displacement, lease cost increases, and space challenges that are otherwise unsupported by property owners with awards from \$5,000 to \$50,000. The funding may be applied towards a variety of short-term urgent needs, including but not limited to revenue-generating space improvements, lease payment stipends, and gap funding for creative space purchases.

In support of Creative Space Assistance Program, AEDC shall provide the following Services supporting the CSAP application process for an estimated 75-100 applications per fiscal year:

- (a) Utilize the City of Austin "Portal" Application System, including:
 - Be trained in the City of Austin Portal Application System
 - Execute services using City of Austin Portal Subcontractor Access permission
- (b) Confirm Leasing Details for Scored Points and Final Award Amounts
 - Confirm Applicant selected "Urgency" classification to verify correlated scored points by comparing current and previous commercial property leases provided by Applicants.
 - Confirm and/or correct applicant listed commercial property lease base amounts to confirm / finalize rental stipend award amounts
- (c) Confirm Application Results
 - Conduct accuracy check of evaluation steps, scoring totals, and final award amounts provided by City Staff
- (d) Meetings with City CSAP Program Staff
 - Participate in City organized Pre-Launch Planning Meeting 45 days before application opens.
 - Participate in regular meetings before and during application launch according to the schedule agreed on during Pre-Launch Planning Meeting.
- (e) Reporting
 - Document service fee hours and completed deliverables as agreed on during Pre-Launch Planning Meeting.

2. Public Purposes and Priorities.

Reference is made to the Principal Objectives described in Section 6.5 of the Interlocal Agreement. The City has determined that the Creative Space Assistance Program Service described in this Addendum is for the accomplishment of one or more of the Principal Objectives, including financial support for creative spaces facing imminent displacement. The AEDC agrees to act in a manner consistent with the objectives and priorities described in this Addendum and to provide an update to the City in its Annual Report describing the manner, progress and extent to which such objectives have been achieved.

3. AEDC Fees, Costs, and Expenses.

The City has reviewed and approved an amount up to 10% of the grant application amount (\$250,000) to reimburse and compensate AEDC for Services. The initial amount projected for AEDC to deliver Services is up-to \$100,000 and subsequent years or cycles shall be reviewed by both parties before each year of CSAP or cycle of CSAP commences. Further, the City and AEDC agree to the following terms for reimbursement and compensation:

(a) Upfront Payment of Fee. To reduce the financial burden to AEDC for the Services, the City will pay AEDC a one-time fee of \$20,000 at the beginning of Fiscal Year 2023, 2024, and 2025 (the "Technical Services Fee"). The Technical Services Fee will be applied toward those efforts, activities, expenses, time and materials included in the Description of Services (the "Services").

(b) Services Fee Hourly Rate. AEDC will provide the City with a "Services Fee Hourly Rate" and estimated number of hours for efforts, activities, expenses, time and materials to complete the Services associated with the year of CSAP or cycle of CSAP no later than 30 days from execution of this document (ADDENDUM NO. 6) for City approval.

(c) Documentation and Invoicing. AEDC will maintain appropriate records reflecting the application of the Technical Services Fee and provide invoices to the City as agreed on during the Pre-Launch Planning Meeting, first utilizing the Technical Services Fee to pay for initial efforts, activities, expenses, time and materials before billing the City using the Services Fee Hourly Rate for subsequent efforts, activities, expenses, time and materials to complete the Services associated with the year of CSAP or cycle of CSAP.

(d) Reimbursement. In addition to the Technical Services Fees paid pursuant to subsection (a), the City shall reimburse AEDC for all efforts, activities, expenses, time and materials incurred for the Service up to an amount not to exceed \$250,000 in total for the three Fiscal Years in which AEDC provides the services set out in this Addendum. If for any reason process, completion or success of the year of CSAP or the cycle of CSAP is jeopardized, stalled or terminated, etc. the City must immediately provide direction through written notice to AEDC, at which time, AEDC will appropriately provide the steps it must take in response to this direction, the anticipated impacts to the organization(s) and the time in which the organization will provide the final invoice(s).

This Addendum may be amended, modified, revised, or changed by written instrument executed by all Parties provided the appropriate steps for mutually agreed upon terms are conducted and consistent with terms included in Section 1(d) of this document.

This Addendum shall be attached to the Interlocal Agreement as an exhibit and incorporated into the Interlocal Agreement for all purposes. Additionally, this Addendum shall be subject to the terms and conditions of the Interlocal Agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Addendum No. 6 to be effective as of the last date and year written below.

AUSTIN ECONOMIC DEVELOPMENT CORPORATION

Theresa Alvarez, President/CEO

DATE: _____

CITY OF AUSTIN, TEXAS

Spencer Cronk, City Manager

DATE: _____

ATTEST:

City Clerk

(CITY SEAL)