



August 31, 2023

Questions and Answers Report



Mayor Kirk Watson

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member José Velásquez, District 3

Council Member Josè “Chito” Vela, District 4

Council Member Ryan Alter, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Zohaib “Zo” Qadri, 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 #2: Approve acceptance of a Clean Energy Innovation Fellowship position hosted by the U.S. Department of Energy and administered by the Oak Ridge Institute for Science and Technology to support equity research and development of key equity performance measures for energy efficiency programs at Austin Energy.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What are our current performance measures for our energy efficiency programs at Austin Energy?*

Our primary performance measures are energy savings (kW and kWh) and program performance (number of participants and incentive dollars spent) tracked and reported in the AE annual report.

One of the objectives of this fellowship is to further develop metrics, including equity metrics, baselines, KPIs, and a holistic strategy for achieving those equity KPIs across all CES programs. In addition, evaluating measures for carbon reduction.

We do have a target to serve at least 25,000 residential and business customer participants per year for all CES programs (Energy Efficiency, Austin Energy Green Building, Demand Response and Solar) with at least 25% of those customers being limited-income customers.

Item #19: Authorize negotiation and execution of a contract for facility rental and related services with Hyatt Corporation as agent for Austin TRS LLC d/b/a Hyatt Regency Austin, for up to five years for a total contract amount not to exceed \$2,062,500.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please explain why the City does not utilize City-owned hotels for this purpose.*

This contract is intended for use by City departments when they need to use hotel facilities to host conferences or hold similar events. If need be, departments can use any facilities that meet their needs, including City-owned hotels, when they are available. Depending on the estimated costs, departments may need to seek competition when choosing a facility. To reduce the frequency and quantity of such competitions, Financial Services Department staff conducted a formal competition for hotel facilities available for use by all City departments. Although staff did extra outreach and extended the solicitation's due date, only one offer was received. With a single contractor, going forward it is anticipated the departments will continue needing to use other hotel facilities, including City-owned hotel facilities if available.

Item #20: Authorize execution of a contract for portable refrigeration units, cases, and maintenance services with Matthew Kinney d/b/a 911 Tactical and Medical Concepts PLLC/911 Tactical Medicine, for a term of five years in an amount not to exceed \$531,505.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide an update on steps taken in the last year to expand EMS's whole blood pilot program and please provide more details on how this contract specifically will enhance EMS's ability to administer blood on site.?*

During this fiscal year, EMS has expanded its Whole Blood Pilot program to enhance its capability to administer blood onsite in the following ways:

- EMS blood program has expanded from a single-vehicle response unit to 7 vehicles, also known as District Commanders.
- This is the second year of the program. To date, EMS has administered 141 units of blood to victims of life-threatening bleeding this fiscal year as compared to 31 units last year.

The additional units purchased through this contract will allow us to respond more effectively to anticipated needs:

- Increased usage as regional availability grows to the community.
- During significant special events, EMS, in coordination with We Are Blood (our region's blood bank), increases its on-hand bloodstock by increasing each Commander's blood cache.
- The purchase of the new refrigeration units will increase the storage of whole blood by an average of 5 units per cooler.

The contract purchase of additional coolers will allow EMS to safely store and deploy blood to geographically complex and more austere areas in the City and surrounding areas. EMS is exploring options to have coolers available in more remote areas of our jurisdiction.

EMS plans to further expand blood access in the downtown corridor this September via our specialty response programs: Counter Assault Strike Team Paramedics (CASTMED) and Rescue Task Force Paramedics (RTF). These electric coolers are the latest in mobile blood refrigeration products and the only portable products on the market designed and developed to operate in rugged field environments.

Item #21: Authorize negotiation and execution of a contract for UKG Digital Timekeeping Software which is utilized for time and attendance, labor scheduling, leave management, and related services with immixTechnology, Inc., for up to five years for a total contract amount not to exceed \$11,000,000.

QUESTION/ANSWER: Council Member A. Alter's Office

- 1) *Please provide additional details as to this contract and its relationship to the Human Capital Management System: is Item #21 related to the forthcoming Human Capital Management System, which HRD recently stated would be tested in early 2024 and rolled out in 2024?*

The Digital Timekeeping project with UKG has been ongoing for several years. This is due to the complexity of work in various departments. The system continues to be built out for utilization across all departments. As part of the Digital Timekeeping project rollout, departments with advanced scheduling needs are also implementing a solution called Telestaff. Currently, 33 departments and offices are utilizing UKG, with Transportation & Public Works in the pilot phase and scheduled to go live in the coming weeks. Project kick-off activities for the remaining 6 departments will be underway by the end of 2023, with go-live scheduled for early 2024.

Timeline

Department	Solution Development & Parallel	Go-Live
Austin Fire	Underway – January 2024	January 2024
Austin Water	Underway – January 2024	January 2024
Mayor & Council	December 2023 – February 2024	February 2024
Austin Energy	September 2023 – March 2024	March 2024
Austin Police	Underway – April 2024	April 2024
Forensic Science	Underway – April 2024	April 2024

Item 21 on the August 31, 2023 Council Agenda will authorize the City to renew annual costs with UKG for up to five years. The contract provides for software licenses and timeclocks allowing for continued utilization of the time and attendance, labor scheduling, and leave management solution for the City.

Human Capital Management System:

The Workday Project will modernize and streamline the City of Austin's HR and Payroll processes using the Workday platform, replacing existing tools. The system provides real-time data, is user-friendly, allows for self-service, is secure, and users can access the system from anywhere. The Workday platform will integrate with UKG for digital timekeeping and advanced scheduling. The following are benefits for various levels of the organization.

Employees	<ul style="list-style-type: none"> • Update personal information in real-time. • Intuitive, user-friendly interface. • Robust search and one-click application access.
Managers	<ul style="list-style-type: none"> • Supports your team's HR and payroll needs effectively. • 24/7 access for quick, easy transactions. • Real-time org charts for team insights in just a few clicks.
Executives	<ul style="list-style-type: none"> • Configurable dashboards for informed decisions. • Dynamic reports: see big picture, drill down for details. • Talent pipelines & pools for proactive talent management.
HR & Payroll	<ul style="list-style-type: none"> • Streamline manual processes. • Enhances transparency and decision-making with embedded analytics.

	<ul style="list-style-type: none"> Balanced consistency, standardization, and flexibility with configurable business processes.
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Vision & Goals:

Workday is a simple, accessible, and secure HR and Payroll system that will streamline your employee experience throughout your career with the City, allowing you to focus on what you do best: serve our community.

1. Modern-Day Human Capital Management (HCM) System that fully Integrates with Payroll
2. Standardization of Business Processes
3. Elimination of Manual and Paper Processes
4. Utilization of Technology to Report on Data in the System (quickly and efficiently)
5. Improvement of the Employee Experience (Smooth Onboarding Process, Employee and Manager Self-service)

Timeline

May – August 2023	<ul style="list-style-type: none"> Iterative Design/Configuration Sessions
September 2023	<ul style="list-style-type: none"> Configuration Tenant complete Customer Confirmation Sessions
September – October 2023	<ul style="list-style-type: none"> Unit Testing Launch Change Ambassador Network
Mid-September – October 2023	<ul style="list-style-type: none"> Preparing for End-to-End Testing
Ongoing	<ul style="list-style-type: none"> Project Architect Delivery Assurance reviews Targeted Communications to support End Users Training Strategy
2024	<ul style="list-style-type: none"> End-to-End Testing End User Training Deployment

Item #22: Authorize negotiation and execution of a contract for pay and display parking pay stations with Parkeon, Inc., for up to five years for a total contract amount not to exceed \$7,200,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Will this contract include the zone signage that is posted along the street, indicating the 5-digit zone code that must be entered into the Park ATX app? These signs are often few and far between and/or obscured by trees, creating an obstacle to compliance and use of the app.*

The Park ATX zone signage posted near the pay stations on street are not part of this contract. It is the City's responsibility to fabricate and install traffic signs on City right-of-way. We appreciate this feedback on the visibility and quantity of signs that provide information about the mobile payment app Park ATX. TPW will initiate an inventory and condition assessment of all these signs within 30 days and develop a maintenance and improvement plan to be completed within the next 6-9 months.

Item #23: Authorize negotiation and execution of a contract for business consulting services with McKinsey & Company, Inc. Washington D.C., for a term of six months in an amount not to exceed \$2,500,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Is there a draft contract or scope of work in development already? If so, please provide so that Council may review it.*

The unredacted contractor proposal will be provided to Council staff directly once an NDA is signed.

- 2) *On Page 116 of the 131-page Study in backup (page 2 of 3 of Potential Process Initiatives), Initiatives 22, 23, and 24 relate to the theme of "Formalize code/regulation & metric management." Will these initiatives be a part of the contract we are voting on in this item? For reference:*

- *Initiative 22 [Critical Enabler, Near-term]: Determine and map overlapping codes/regulations and metrics.*
- *Initiative 23 [Critical Enabler, Intermediate-term]: Rationalize / refine / consolidate code criteria manual(s) and publicize interpretation(s).*
- *Initiative 24 [Quality of Experience, Near-term]: Formalize approach around LDC additions/changes.*

Workstream 4 in the contractor proposal includes consultant support for focused initiatives as determined by the City of Austin. These could include initiatives from the list of Potential Process Initiatives referenced above or others as determined. At this time, Initiatives 22 – 24 have not been identified as initiatives the city will ask McKinsey to provide support for. The newly created interdepartmental Code Cabinet and Technical Advisory Review Panel have been tasked with overseeing elements of this work.

- 3) *With regards to Initiative 22, would following-up to actually eliminate the conflicts and ambiguity that stem from the mapped "overlapping" codes/regulations be part of McKinsey's scope of work?*

At this time, Initiative 22 has not been identified as an initiative the city will ask McKinsey to provide support for.

- 4) *If any of Initiatives 22-24 or the above follow-up code-conflict resolution work is NOT going to be part of the contract in Item 23, is the intent for any of this work to be part of a future contract with McKinsey, and when would that potentially occur?*

Staff is not contemplating a future contract with McKinsey & Company at this time.

Item #23: Authorize negotiation and execution of a contract for business consulting services with McKinsey & Company, Inc. Washington D.C., for a term of six months in an amount not to exceed \$2,500,000.

QUESTION/ANSWER: From Work Session

- 1) *Are we incentivizing Greenfield development? (MPT Ellis)*

The city is not directly incentivizing greenfield development. Sites chosen for development are based on private sector project needs and market conditions.

- 2) *How are we funding replacement of AMANDA? Please include the projected cost and how it will be budgeted.*(CM A. Alter)

Funding for the replacement of the City's enterprise Licensing and Permitting system will derive from the future issuance of the Public Property Financial Contractual Obligations (PPFCOs), which is a type of general obligation debt that does not require voter approval.

The projected cost for the replacement project, which will involve transitioning to a cloud computing system, is estimated at \$24.1 million. The Corporate Budget Office will evaluate and decide on the optimal mix of funding sources, which could involve a combination of cash and debt, or solely debt spread out over a 7-year period. The Development Services Department and its partner departments will contribute to a schedule for servicing this debt.

- 3) *Please confirm and identify the funding source for the proposed contract for business consulting services with McKinsey & Company, Inc. (CM A. Alter)*

Funding in the amount of \$2.5M was approved in the FY 2024 budget. Contingent on Council approval of the contract, a preliminary amount of \$416,667 was identified in the FY 23 budget with the remaining balance to be funded in FY 24.

Item #24: Authorize negotiation and execution of a contract for engineering services for the Curb and Gutters - Data Collection and Assessment 2023 project with Roadway Asset Services, LLC in an amount not to exceed \$450,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Will this be an assessment of only known curbs & gutters, or could this assessment help us determine where curbless/gutterless substandard streets are and their current condition as well.*

This contract is to perform the condition assessment of approximately 1,200 miles of concrete curb & gutter within the City's public right of way. 1,200 miles represents approximately 25% of the total curb miles within the City. This assessment helps staff determine the condition of the existing curb and gutter as well as identify any missing curb and gutter within the assessment limits, but it will not identify curbless or gutterless segments outside the area of the assessment.

Item #27: Authorize execution of a contract for Street Rehabilitation Phase 3 IDIQ #5 with Alpha Paving Industries, LLC., for up to two years for a total contract amount not to exceed \$10,000,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Will any of this contract be used for chip seal treatments?*

No chip seal treatments are included in this contract.

- 2) *Are any District 8 locations expected to be on the list for this contract?*

Streets identified for inclusion in the Street Rehabilitation Program are based on engineering evaluation of street condition. The table below shows the streets and Council Districts included in the this contract as well as a timeframe for starting the work.

Street	From	To	Status	Council District
Oak Springs Dr	Tillery	Webberville Rd	Summer/Fall 2023	1, 3

Oak Springs Dr	Springdale	Gunter	Summer/Fall 2023	1, 3
Trinity St	11th	MLK	Summer/Fall 2023	1
25th St W	San Gabriel	Guadalupe	Summer 2024	9
26th St W	Guadalupe	Leon	Summer 2024	9
West Gate Blvd	Lamar	Western Trails	Fall 2023	5
West Gate Blvd	Western Trails	Stassney Ln	Fall 2023	5
Decker Lake Rd	Decker Ln	city limit	Summer 2023	1
25th St W	Lamar	San Gabriel PS&E	Design Ongoing	9
Blue Goose Rd	Harris Br Pkwy	Block 8217	Summer 2023	1
Springdale Rd	Oak cliff	51st	Summer 2023	3
38th 1/2 St E	Red River St	1937 Manorwood Dr	Summer 2024	9
Old Walsh Tarlton	1002	Wilderness Dr	Summer/Fall 2023	8
Walsh Tarlton Ln	Bee Caves	1329 (school)	Summer/Fall 2023	8
San Jacinto Blvd	11th	MLK	Summer 2023	1

Item #29: Authorize negotiation and execution of a Construction Manager at Risk contract for pre-construction and construction services for the Walnut Creek Wastewater Treatment Plant Expansion with McCarthy Building Companies, Inc., in an amount not to exceed \$760,000,000.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What are staff doing to ensure the maximum price for this project stays at the level stated today? In your answer, please detail what mechanisms are in place to keep the price from ballooning to substantially more later on.*

Use of the construction manager at risk project delivery method brings the construction manager under contract early in the design process to perform key preconstruction phase services while collaborating with the City and the design team. This early collaboration on scope and constructability helps control costs and mitigate budget risks by partnering with the construction manager to identify design and construction compatibility in advance while also providing quality assurance/quality control for the overall process. The requested construction budget value is prepared prior to design by a licensed professional engineer and has been updated for the current market prior to soliciting. The final construction costs depend on the final design and the construction market when the designed scope is bid by the construction manager at risk. As a result of the complexity of this project the construction manager will bid multiple construction packages, based on final design. The use of this delivery method allows the city to review and execute each package, allowing opportunities for cost control and helping to mitigate the risk of cost overruns.

Item #31: Ratify four contracts for services at bridge shelters for individuals experiencing homelessness with Good Work Austin; Hazcore Environmental Inc.; Evins Group LLC d/b/a Evins Personnel Consultants; Evins Temporaries, or Openwork; and Boss Lady Mobile Laundry & Cleaning LLC in the amount of \$2,482,995.

QUESTION/ANSWER: Council Member Fuentes' Office

1) Are these the existing south and north bridge shelters or new ones?

This ratification is for the existing bridge shelters that have been occupied August 5, 2021 through present day.

2) What services do each vendor provide?

- Hazcore Environmental, Inc. – Medical Waste Packaging and Room Decontamination
- Good Work Austin – Catering Services
- Evins Group LLC dba Evins Personnel Consultants, Evins Temporaries or Openwork – Staffing Services (Housekeeping, Admin Staff)
- Boss Lady Mobile Laundry & Cleaning LLC – Laundry Services

Item #31: Ratify four contracts for services at bridge shelters for individuals experiencing homelessness with Good Work Austin; Hazcore Environmental Inc.; Evins Group LLC d/b/a Evins Personnel Consultants; Evins Temporaries, or Openwork; and Boss Lady Mobile Laundry & Cleaning LLC in the amount of \$2,482,995.

QUESTION/ANSWER: Council Member A. Alter's Office

1) Please provide the scope of work and required deliverables for each of these contracts.

Attached are the Scope of Work for each of the contracts.

2) Please provide a financial breakdown of the funding amounts per entity.

Attached is the financial breakdown of the DO's/Amounts for each Vendor.

3) Please provide information on the performance measures for each contract.

Performance expectations are included in the attached Scope of Work documents. There are no performance measures for these contracts separate from the satisfactory, timely delivery of services as stipulated in each scope of work.

4) Please detail if any of these are new vendors or if they are all current vendors. For a vendor that is an existing vendor for this scope of work, please provide any performance measures that were documented during their existing contract period.?

This recommendation for action is a ratification of four existing contracts. All vendors have been providing contracted services: Meals are delivered three times a day, seven days a week. Laundry is cleaned on a weekly basis. Temporary staffing personnel are provided every week. Decontamination and cleaning services do not have a set schedule but are delivered as requested by the staff on site.

Item 34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member Fuentes' Office

1) *How will these funds be allocated?*

The funds will be allocated as follows:

Emergency Reserve	
Fund:	2,827,470.25
Support services	3,419,018.95
Reimb dept direct	727,173.27
	<hr/>
	6,973,662.47

2) *Will these grant funds go toward the reserve fund or directly to the departmental budget allocations?*

Some of the funding will go to the Emergency Reserve fund and some will go to the support services fund as revenue to reimburse the department for unanticipated expenses incurred in prior years.

Item 34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What additional steps are we taking to increase the chances of FEMA reimbursement for our isolation center facilities? Other regions did provide such reimbursement.*

HSEM has submitted projects for reimbursement of the isolation facilities. FEMA has not indicated any issues with eligibility.

The question might instead refer to protective lodging (aka "prolodge") that FEMA initially denied as ineligible. The City appealed on December 28, 2022. FEMA has not yet responded to the appeal. In the meantime, FEMA sent a Request For Information on specific elements of the prolodge projects. The City responded to those questions on August 10, 2023. The City continues to work with the State of Texas to stay abreast of any FEMA progress on this project.

Item #34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member Vela's Office

1) *What percent of the expenses for this specific claim are getting reimbursed by the FEMA grant?*
100%

2) *Was this reimbursement already accounted for in the FY24 budget?*

This reimbursement will be booked as revenue in the Fiscal Year that incurred the expense. It will not affect FY24 funds.

3) *What other COVID or weather related FEMA reimbursements are still pending?*

See table below.

DR #		Estimated expenses not awarded yet*	Amt Awarded but not reimbursed**	Fed Share of award to be reimbursed (75-100%)
4159	Halloween 2013		\$ 837,492	\$ 628,119
4245	Halloween 2015		\$ 12,545,959	\$ 9,409,469
4485	COVID-19	\$ 92,580,778	\$ 16,233,927	\$ 16,233,927
4586	Winter Storm Uri	\$ 5,054,841		
4705	Winter Storm Mara	\$ 47,223,550		
		\$ 144,859,170	\$ 29,617,378	\$ 26,271,515

Item #37: Authorize negotiation and execution of an amendment to the agreement with Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care for renovating the Bungalows at Century Park (formerly known as the Texas Bungalows Hotel and Suites) located at 13311 Burnet Road, Austin, Texas, to extend the term of the agreement to May 30, 2024, and provide for an additional extension of the term if needed.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached

2) *Please specify if the scope of work will change in any way with this amendment.*

This amendment will not change the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

This amendment will not change the scope of work.

Item #38: Authorize negotiation and execution of an amendment to the agreement with Family Eldercare, Inc. for renovating the Pecan Gardens (formerly known as Candlewood Suites) located at 10811 Pecan Park Boulevard, Austin, Texas, to extend the term of the agreement to March 31, 2024, and provide for an additional extension of the term if needed.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached

2) *Please specify if the scope of work will change in any way with this amendment.*

This amendment will not change the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

This amendment will not change the scope of work.

Item #40: Authorize negotiation and execution of an amendment to the legal services agreement with McGinnis Lochridge for services related to the development of multiple properties owned by the University of Texas to increase the contract by \$228,000, for a total contract amount not to exceed \$300,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

1) *Please provide information on which UT properties this relates to and the status of their development?*

The City and the University of Texas are establishing a dialogue regarding the development of University properties around the City and other potential partnership opportunities. At this early stage, the parties are creating the framework for this discussion and partnership.

Item #42: Approve an ordinance waiving or reimbursing certain fees for City public aquatic facilities, except Barton Springs Pool, from August 9, 2023, through September 30, 2023.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What was the total pool fee revenue in 2019? How much of that revenue was accounted for by income from Barton Springs pool fees?*

The total Pool Fee Revenue in 2019 was \$4,067,673.21. Below outlines the revenue accounting by aquatic facility.

Total \$4,067,673.21

Barton Springs \$3,065,235.95

Bartholomew \$147,141.86

Deep Eddy \$585,867.26

Garrison \$65,658.00

Mabel Davis \$29,692.00

Northwest \$119,121.14

Walnut Creek \$39,029.00

Springwoods \$15,928.00

Item #49: Authorize negotiation and execution of Amendment No. 15 to an agreement with Ending Community Homelessness Coalition, Inc., to provide expanded training and technical assistance, continued work on creating and adopting process improvements and written standards, and additional work related to promoting equity in the homelessness response system, to add two twelve-month extension options each in an amount not to exceed \$650,000, for a revised total agreement amount not to exceed \$3,912,051.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached is the FY23 Scope of Work which includes required deliverables.

2) *Please specify if the scope of work will change in any way with this amendment.*

Staff are in the negotiating phase of the agreement and a few changes will be made to the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

Attached are the Q1, Q2, and Q3 ECHO performance reports and below is a table with performance measures.

Deliverables	Deliverable Provided by Agency
Coordination and Submission of HUD CoC NOFO	Q1 – Q3 Report Attached
HMIS Administration and Management (trainings, data quality, users, programs)	Q1 – Q3 Report Attached
Coordinated Entry Management and Administration	Q1 – Q3 Report Attached
Administrative Support of the CoC Governance	Q1 – Q3 Report Attached
Homelessness Program and Provider Technical Assistance and Capacity Building	Q1 – Q3 Report Attached
Annual Federal Systems Reporting	Q1 – Q3 Report Attached
City of Austin Homelessness Planning and Initiatives (Special Projects)	Q1 – Q3 Report Attached
Outcomes of ECHO Special Projects	Q1 – Q3 Report Attached

Item #66: Authorize negotiation and execution of Amendment No. 1 to an agreement with Sunrise Community Church d/b/a Sunrise Homeless Navigation Center to operate a permanent supportive housing program, to add one-time funding in an amount not to exceed \$236,257, extend the current term to March 31, 2024, and add three 12-month extension options each in an amount not to exceed \$350,000, for a revised total agreement amount not to exceed \$1,680,007.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*
Attached is the FY23 Scope of Work which includes required deliverables.

2) *Please specify if the scope of work will change in any way with this amendment.*
The scope will change to remove the allowance for an advance and to only reference work that is being funded by the City of Austin.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*
Please see the table below:

Sunrise EHV-PSH Program	Year to Date performance –	
	3 of 4 quarters reported.	Yearly Goal
Unduplicated Clients Served:	28	32
City Performance Measures:		
1C – Number of households receiving services that maintain housing due to receiving essential services (Numerator)	36	23
1C – Number of households receiving essential services (Denominator)	38	32
1C – Percent of households that maintain housing due to receiving essential services (Success Rate)	94.74%	71.88%
Supplemental Outcomes:		
Number of individuals referred to the program from Coordinated Entry	31	26
Number of individuals housed in the program	12	26
Percentage of individuals referred by Coordinated Entry who are housed	258.33%	100.00%
Total number of individuals in the program who experience an increase in income	5	5
Number of individuals housed in the program	29	26
Percentage of individuals who experience an increase in income either through work or obtaining benefits	17.24%	19.23%

Item #68: Authorize negotiation and execution of Amendment No. 10 to the interlocal agreement with Austin Travis County Mental Health Mental Retardation Center, d/b/a Integral Care, to provide permanent supportive housing services, to add funds to the current 12-month term in an amount not to exceed \$670,723, for a revised total agreement amount not to exceed \$8,683,341.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached is the scope of work and required deliverables for the contract.

2) *Please specify if the scope of work will change in any way with this amendment.*

There will be no changes to the scope of work through this amendment.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

Please see the table below:

ATCMHMR City Act Program	Year to Date performance – 3 of 4 quarters reported. Yearly Goal	
Unduplicated Clients Served:	85	80
City Performance Measures:		
1C – Number of households receiving services that maintain housing due to receiving essential services (Numerator)	40	65
1C – Number of households receiving essential services (Denominator)	85	80
1C – Percent of households that maintain housing due to receiving essential services (Success Rate)	47.06%	81.25%
Supplemental Outcomes:		
Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA (Numerator)	20	32
Number of individuals receiving specialized interventions for at least 12 months (Denominator)	52	80
Percentage of individuals receiving specialized services for at least 12 months who demonstrate improvement in functional status on the ANSA (Success Rate)	38.46%	40%

Item #73: Authorize negotiation and execution of Amendment No. 10 to the interlocal agreement with Austin Community College District to provide childcare quality improvement services to add one six-month extension option beginning on October 1, 2023 in an amount not to exceed \$25,564, for a revised total agreement amount not to exceed \$382,213.

QUESTION/ANSWER: Council Member A. Alter's Office

1) Are home-based childcare operators eligible for this training? If so, how do they access it?

Home-based childcare operators would be eligible for this training if they are licensed and have a signed provider agreement with Workforce Solutions Capital Area for Childcare services. The home-based childcare operators could access the services via referral from Workforce Solutions or when Austin Community College identifies a need within its student body. This item has been withdrawn and replaced with addendum item 132.

Item #83: Approve a resolution directing the City Manager to determine the costs and resources needed to complete the All-Abilities Playground project and to explore partnerships with nonprofit organizations to meet the financial needs of the project.

QUESTION/ANSWER: Council Member Fuentes' Office

1) Please provide a status update on the All-Abilities Playground at Onion Creek Metro Park?

In the Spring of 2023, Austin Parks Foundation in collaboration with PARD, issued the Request for Qualifications for Phase 1: Preliminary Design, Community Engagement and Budgeting. A selection committee was formed to review and select a design team for this phase of work. TBG Partners was selected and awarded the project as the lead consultant with a team of local subconsultants. The team has started planning the work and community engagement approach. We anticipate that a public announcement will be made early this Fall and this phase work will be complete by March 2024. Design Development required City of Austin permitting and construction will follow. The goal is to secure the funding and complete the project in FY 2027.



Council Question and Answer

Related To

Item #2

Meeting Date

August 31, 2023

Additional Answer Information

Item 2: Approve acceptance of a Clean Energy Innovation Fellowship position hosted by the U.S. Department of Energy and administered by the Oak Ridge Institute for Science and Technology to support equity research and development of key equity performance measures for energy efficiency programs at Austin Energy.

QUESTION/ANSWER: Council Member A. Alter's Office

1)What are our current performance measures for our energy efficiency programs at Austin Energy?

Our primary performance measures are energy savings (kW and kWh) and program performance (number of participants and incentive dollars spent) tracked and reported in the AE annual report.

One of the objectives of this fellowship is to further develop metrics, including equity metrics, baselines, KPIs, and a holistic strategy for achieving those equity KPIs across all CES programs. In addition, evaluating measures for carbon reduction.

We do have a target to serve at least 25,000 residential and business customer participants per year for all CES programs (Energy Efficiency, Austin Energy Green Building, Demand Response and Solar) with at least 25% of those customers being limited-income customers.



Council Question and Answer

Related To

Item #19

Meeting Date

August 31, 2023

Additional Answer Information

Item 19: Authorize negotiation and execution of a contract for facility rental and related services with Hyatt Corporation as agent for Austin TRS LLC d/b/a Hyatt Regency Austin, for up to five years for a total contract amount not to exceed \$2,062,500.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please explain why the City does not utilize City-owned hotels for this purpose.*

This contract is intended for use by City departments when they need to use hotel facilities to host conferences or hold similar events. If need be, departments can use any facilities that meet their needs, including City-owned hotels, when they are available. Depending on the estimated costs, departments may need to seek competition when choosing a facility. To reduce the frequency and quantity of such competitions, Financial Services Department staff conducted a formal competition for hotel facilities available for use by all City departments. Although staff did extra outreach and extended the solicitation's due date, only one offer was received. With a single contractor, going forward it is anticipated the departments will continue needing to use other hotel facilities, including City-owned hotel facilities if available.



Council Question and Answer

Related To

Item #20

Meeting Date

August 31, 2023

Additional Answer Information

Item 20: Authorize execution of a contract for portable refrigeration units, cases, and maintenance services with Matthew Kinney d/b/a 911 Tactical and Medical Concepts PLLC/911 Tactical Medicine, for a term of five years in an amount not to exceed \$531,505.

QUESTION/ANSWER: Council Member A. Alter's Office

1) Please provide an update on steps taken in the last year to expand EMS's whole blood pilot program and please provide more details on how this contract specifically will enhance EMS's ability to administer blood on site.?

During this fiscal year, EMS has expanded its Whole Blood Pilot program to enhance its capability to administer blood onsite in the following ways:

- EMS blood program has expanded from a single-vehicle response unit to 7 vehicles, also known as District Commanders.
- This is the second year of the program. To date, EMS has administered 141 units of blood to victims of life-threatening bleeding this fiscal year as compared to 31 units last year.

The additional units purchased through this contract will allow us to respond more effectively to anticipated needs:

- Increased usage as regional availability grows to the community.
- During significant special events, EMS, in coordination with We Are Blood (our region's blood bank), increases its on-hand bloodstock by increasing each Commander's blood cache.
- The purchase of the new refrigeration units will increase the storage of whole blood by an average of 5 units per cooler.

The contract purchase of additional coolers will allow EMS to safely store and deploy blood to geographically complex and more austere areas in the City and surrounding areas. EMS is exploring options to have coolers available in more remote areas of our jurisdiction.

EMS plans to further expand blood access in the downtown corridor this September via our specialty response programs: Counter Assault Strike Team Paramedics (CASTMED) and Rescue Task Force Paramedics (RTF). These electric coolers are the latest in mobile blood refrigeration products and the only portable products on the market designed and developed to operate in rugged field environments.



Council Question and Answer

Related To

Item #21

Meeting Date

August 31, 2023

Additional Answer Information

Item 21: Authorize negotiation and execution of a contract for UKG Digital Timekeeping Software which is utilized for time and attendance, labor scheduling, leave management, and related services with immixTechnology, Inc., for up to five years for a total contract amount not to exceed \$11,000,000.

QUESTION/ANSWER: Council Member A. Alter's Office

1) Please provide additional details as to this contract and its relationship to the Human Capital Management System: is Item #21 related to the forthcoming Human Capital Management System, which HRD recently stated would be tested in early 2024 and rolled out in 2024?

The Digital Timekeeping project with UKG has been ongoing for several years. This is due to the complexity of work in various departments. The system continues to be built out for utilization across all departments. As part of the Digital Timekeeping project rollout, departments with advanced scheduling needs are also implementing a solution called Telestaff. Currently, 33 departments and offices are utilizing UKG, with Transportation & Public Works in the pilot phase and scheduled to go live in the coming weeks. Project kick-off activities for the remaining 6 departments will be underway by the end of 2023, with go-live scheduled for early 2024.

Timeline

Department	Solution Development & Parallel	Go-Live
Austin Fire	Underway – January 2024	January 2024
Austin Water	Underway – January 2024	January 2024
Mayor & Council	December 2023 – February 2024	February 2024
Austin Energy	September 2023 – March 2024	March 2024
Austin Police	Underway – April 2024	April 2024
Forensic Science	Underway – April 2024	April 2024

Item 21 on the August 31, 2023 Council Agenda will authorize the City to renew annual costs with UKG for up to five years. The contract provides for software licenses and timeclocks allowing for continued utilization of the time and attendance, labor scheduling, and leave management solution for the City.

Human Capital Management System:

The Workday Project will modernize and streamline the City of Austin's HR and Payroll processes using the Workday platform, replacing existing tools. The system provides real-time data, is user-friendly, allows for self-service, is secure, and users can access the system from anywhere. The Workday platform will integrate with UKG for digital timekeeping and advanced scheduling. The following are benefits for various levels of the organization.

Employees	<ul style="list-style-type: none"> • Update personal information in real-time. • Intuitive, user-friendly interface.
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	<ul style="list-style-type: none"> • Robust search and one-click application access.
Managers	<ul style="list-style-type: none"> • Supports your team's HR and payroll needs effectively. • 24/7 access for quick, easy transactions. • Real-time org charts for team insights in just a few clicks.
Executives	<ul style="list-style-type: none"> • Configurable dashboards for informed decisions. • Dynamic reports: see big picture, drill down for details. • Talent pipelines & pools for proactive talent management.
HR & Payroll	<ul style="list-style-type: none"> • Streamline manual processes. • Enhances transparency and decision-making with embedded analytics. • Balanced consistency, standardization, and flexibility with configurable business processes.

Vision & Goals:

Workday is a simple, accessible, and secure HR and Payroll system that will streamline your employee experience throughout your career with the City, allowing you to focus on what you do best: serve our community.

1. Modern-Day Human Capital Management (HCM) System that fully Integrates with Payroll
2. Standardization of Business Processes
3. Elimination of Manual and Paper Processes
4. Utilization of Technology to Report on Data in the System (quickly and efficiently)
5. Improvement of the Employee Experience (Smooth Onboarding Process, Employee and Manager Self-service)

Timeline

May – August 2023	<ul style="list-style-type: none"> • Iterative Design/Configuration Sessions
September 2023	<ul style="list-style-type: none"> • Configuration Tenant complete • Customer Confirmation Sessions
September – October 2023	<ul style="list-style-type: none"> • Unit Testing • Launch Change Ambassador Network
Mid-September – October 2023	<ul style="list-style-type: none"> • Preparing for End-to-End Testing
Ongoing	<ul style="list-style-type: none"> • Project Architect Delivery Assurance reviews • Targeted Communications to support End Users • Training Strategy
2024	<ul style="list-style-type: none"> • End-to-End Testing • End User Training • Deployment



Council Question and Answer

Related To

Item #22

Meeting Date

August 31, 2023

Additional Answer Information

Item 22: Authorize negotiation and execution of a contract for pay and display parking pay stations with Parkeon, Inc., for up to five years for a total contract amount not to exceed \$7,200,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Will this contract include the zone signage that is posted along the street, indicating the 5-digit zone code that must be entered into the Park ATX app? These signs are often few and far between and/or obscured by trees, creating an obstacle to compliance and use of the app.*

The Park ATX zone signage posted near the pay stations on street are not part of this contract. It is the City's responsibility to fabricate and install traffic signs on City right-of-way. We appreciate this feedback on the visibility and quantity of signs that provide information about the mobile payment app Park ATX. TPW will initiate an inventory and condition assessment of all these signs within 30 days and develop a maintenance and improvement plan to be completed within the next 6-9 months.



Council Question and Answer

Related To

Item #23

Meeting Date

August 31, 2023

Additional Answer Information

Item #23: Authorize negotiation and execution of a contract for business consulting services with McKinsey & Company, Inc. Washington D.C., for a term of six months in an amount not to exceed \$2,500,000.

QUESTION/ANSWER: From Work Session

1) Are we incentivizing Greenfield development? (MPT Ellis)

The city is not directly incentivizing greenfield development. Sites chosen for development are based on private sector project needs and market conditions.

2) How are we funding replacement of AMANDA? Please include the projected cost and how it will be budgeted.(CM A. Alter)

Funding for the replacement of the City's enterprise Licensing and Permitting system will derive from the future issuance of the Public Property Financial Contractual Obligations (PPFCOs), which is a type of general obligation debt that does not require voter approval.

The projected cost for the replacement project, which will involve transitioning to a cloud computing system, is estimated at \$24.1 million. The Corporate Budget Office will evaluate and decide on the optimal mix of funding sources, which could involve a combination of cash and debt, or solely debt spread out over a 7-year period. The Development Services Department and its partner departments will contribute to a schedule for servicing this debt.

3) Please confirm and identify the funding source for the proposed contract for business consulting services with McKinsey & Company, Inc. (CM A. Alter)

Funding in the amount of \$2.5M was approved in the FY 2024 budget. Contingent on Council approval of the contract, a preliminary amount of \$416,667 was identified in the FY 23 budget with the remaining balance to be funded in FY 24.



Council Question and Answer

Related To

Item #23

Meeting Date

August 31, 2023

Additional Answer Information

Item #23: Authorize negotiation and execution of a contract for business consulting services with McKinsey & Company, Inc. Washington D.C., for a term of six months in an amount not to exceed \$2,500,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Is there a draft contract or scope of work in development already? If so, please provide so that Council may review it.*
The unredacted contractor proposal will be provided to Council staff directly once an NDA is signed.
- 2) *On Page 116 of the 131-page Study in backup (page 2 of 3 of Potential Process Initiatives), Initiatives 22, 23, and 24 relate to the theme of "Formalize code/regulation & metric management." Will these initiatives be a part of the contract we are voting on in this item? For reference:*
 - *Initiative 22 [Critical Enabler, Near-term]: Determine and map overlapping codes/regulations and metrics.*
 - *Initiative 23 [Critical Enabler, Intermediate-term]: Rationalize / refine / consolidate code criteria manual(s) and publicize interpretation(s).*
 - *Initiative 24 [Quality of Experience, Near-term]: Formalize approach around LDC additions/changes.*
Workstream 4 in the contractor proposal includes consultant support for focused initiatives as determined by the City of Austin. These could include initiatives from the list of Potential Process Initiatives referenced above or others as determined. At this time, Initiatives 22 – 24 have not been identified as initiatives the city will ask McKinsey to provide support for. The newly created interdepartmental Code Cabinet and Technical Advisory Review Panel have been tasked with overseeing elements of this work.
- 3) *With regards to Initiative 22, would following-up to actually eliminate the conflicts and ambiguity that stem from the mapped "overlapping" codes/regulations be part of McKinsey's scope of work?*
At this time, Initiative 22 has not been identified as an initiative the city will ask McKinsey to provide support for.
- 4) *If any of Initiatives 22-24 or the above follow-up code-conflict resolution work is NOT going to be part of the contract in Item 23, is the intent for any of this work to be part of a future contract with McKinsey, and when would that potentially occur?*
Staff is not contemplating a future contract with McKinsey & Company at this time.



Council Question and Answer

Related To

Item #24

Meeting Date

August 31, 2023

Additional Answer Information

Item #24: Authorize negotiation and execution of a contract for engineering services for the Curb and Gutters - Data Collection and Assessment 2023 project with Roadway Asset Services, LLC in an amount not to exceed \$450,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

- 1) *Will this be an assessment of only known curbs & gutters, or could this assessment help us determine where curbless/gutterless substandard streets are and their current condition as well.*

This contract is to perform the condition assessment of approximately 1,200 miles of concrete curb & gutter within the City's public right of way. 1,200 miles represents approximately 25% of the total curb miles within the City. This assessment helps staff determine the condition of the existing curb and gutter as well as identify any missing curb and gutter within the assessment limits, but it will not identify curbless or gutterless segments outside the area of the assessment.



Council Question and Answer

Related To

Item #27

Meeting Date

August 31, 2023

Additional Answer Information

Item #27: Authorize execution of a contract for Street Rehabilitation Phase 3 IDIQ #5 with Alpha Paving Industries, LLC., for up to two years for a total contract amount not to exceed \$10,000,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

1) *Will any of this contract be used for chip seal treatments?*

No chip seal treatments are included in this contract.

2) *Are any District 8 locations expected to be on the list for this contract?*

Streets identified for inclusion in the Street Rehabilitation Program are based on engineering evaluation of street condition. The table below shows the streets and Council Districts included in the this contract as well as a timeframe for starting the work.

Street	From	To	Status	Council District
Oak Springs Dr	Tillery	Webberville Rd	Summer/Fall 2023	1, 3
Oak Springs Dr	Springdale	Gunter	Summer/Fall 2023	1, 3
Trinity St	11th	MLK	Summer/Fall 2023	1
25th St W	San Gabriel	Guadalupe	Summer 2024	9
26th St W	Guadalupe	Leon	Summer 2024	9
West Gate Blvd	Lamar	Western Trails	Fall 2023	5
West Gate Blvd	Western Trails	Stassney Ln	Fall 2023	5
Decker Lake Rd	Decker Ln	city limit	Summer 2023	1
25th St W	Lamar	San Gabriel PS&E	Design Ongoing	9
Blue Goose Rd	Harris Br Pkwy	Block 8217	Summer 2023	1
Springdale Rd	Oak cliff	51st	Summer 2023	3
38th 1/2 St E	Red River St	1937 Manorwood Dr	Summer 2024	9
Old Walsh Tarlton	1002	Wilderness Dr	Summer/Fall 2023	8
Walsh Tarlton Ln	Bee Caves	1329 (school)	Summer/Fall 2023	8
San Jacinto Blvd	11th	MLK	Summer 2023	1



Council Question and Answer

Related To

Item #29

Meeting Date

August 31, 2023

Additional Answer Information

Item 29: Authorize negotiation and execution of a Construction Manager at Risk contract for pre-construction and construction services for the Walnut Creek Wastewater Treatment Plant Expansion with McCarthy Building Companies, Inc., in an amount not to exceed \$760,000,000.

QUESTION/ANSWER: Council Member A. Alter's Office

- 1) *What are staff doing to ensure the maximum price for this project stays at the level stated today? In your answer, please detail what mechanisms are in place to keep the price from ballooning to substantially more later on.*

Use of the construction manager at risk project delivery method brings the construction manager under contract early in the design process to perform key preconstruction phase services while collaborating with the City and the design team. This early collaboration on scope and constructability helps control costs and mitigate budget risks by partnering with the construction manager to identify design and construction compatibility in advance while also providing quality assurance/quality control for the overall process. The requested construction budget value is prepared prior to design by a licensed professional engineer and has been updated for the current market prior to soliciting. The final construction costs depend on the final design and the construction market when the designed scope is bid by the construction manager at risk. As a result of the complexity of this project the construction manager will bid multiple construction packages, based on final design. The use of this delivery method allows the city to review and execute each package, allowing opportunities for cost control and helping to mitigate the risk of cost overruns.



Council Question and Answer

Related To

Item #31

Meeting Date

August 31, 2023

Additional Answer Information

Ratify four contracts for services at bridge shelters for individuals experiencing homelessness with Good Work Austin; Hazcore Environmental Inc.; Evins Group LLC d/b/a Evins Personnel Consultants; Evins Temporaries, or Openwork; and Boss Lady Mobile Laundry & Cleaning LLC in the amount of \$2,482,995.

QUESTION/ANSWER: Council Member Fuentes' Office

1) *Are these the existing south and north bridge shelters or new ones?*

This ratification is for the existing bridge shelters that have been occupied August 5, 2021 through present day.

2) *What services do each vendor provide?*

- Hazcore Environmental, Inc. – Medical Waste Packaging and Room Decontamination
- Good Work Austin – Catering Services
- Evins Group LLC dba Evins Personnel Consultants, Evins Temporaries or Openwork – Staffing Services (Housekeeping, Admin Staff)
- Boss Lady Mobile Laundry & Cleaning LLC – Laundry Services



Council Question and Answer

Related To

Item #34

Meeting Date

August 31, 2023

Additional Answer Information

Item 34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What additional steps are we taking to increase the chances of FEMA reimbursement for our isolation center facilities? Other regions did provide such reimbursement.*

HSEM has submitted projects for reimbursement of the isolation facilities. FEMA has not indicated any issues with eligibility.

The question might instead refer to protective lodging (aka "prolodge") that FEMA initially denied as ineligible. The City appealed on December 28, 2022. FEMA has not yet responded to the appeal. In the meantime, FEMA sent a Request For Information on specific elements of the prolodge projects. The City responded to those questions on August 10, 2023. The City continues to work with the State of Texas to stay abreast of any FEMA progress on this project.



Council Question and Answer

Related To

Item #34

Meeting Date

August 31, 2023

Additional Answer Information

Item 34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member Vela's Office

1) *What percent of the expenses for this specific claim are getting reimbursed by the FEMA grant?*
100%

2) *Was this reimbursement already accounted for in the FY24 budget?*
This reimbursement will be booked as revenue in the Fiscal Year that incurred the expense. It will not affect FY24 funds.

3) *What other COVID or weather related FEMA reimbursements are still pending?*

See table below.

DR #		Estimated expenses not awarded yet*	Amt Awarded but not reimbursed**	Fed Share of award to be reimbursed (75-100%)
4159	Halloween 2013		\$ 837,492	\$ 628,119
4245	Halloween 2015		\$ 12,545,959	\$ 9,409,469
4485	COVID-19	\$ 92,580,778	\$ 16,233,927	\$ 16,233,927
4586	Winter Storm Uri	\$ 5,054,841		
4705	Winter Storm Mara	\$ 47,223,550		
		\$ 144,859,170	\$ 29,617,378	\$ 26,271,515



Council Question and Answer

Related To

Item #34

Meeting Date

August 31, 2023

Additional Answer Information

Item 34: Approve an ordinance accepting Federal Emergency Management Agency Public Assistance grant funds from the Texas Department of Emergency Management; and amending the Fiscal Year 2022-2023 Operating Budget Special Revenue Fund (Ordinance No. 20220817-004) to appropriate funding in the amount of \$6,973,665 for several City departments.

QUESTION/ANSWER: Council Member Fuentes' Office

1) *How will these funds be allocated?*

The funds will be allocated as follows:

Emergency Reserve	
Fund:	2,827,470.25
Support services	3,419,018.95
Reimb dept direct	727,173.27
	<hr/>
	6,973,662.47

2) *Will these grant funds go toward the reserve fund or directly to the departmental budget allocations?*

Some of the funding will go to the Emergency Reserve fund and some will go to the support services fund as revenue to reimburse the department for unanticipated expenses incurred in prior years.



Council Question and Answer

Related To

Item #37

Meeting Date

August 31, 2023

Additional Answer Information

Item #37: Authorize negotiation and execution of an amendment to the agreement with Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care for renovating the Bungalows at Century Park (formerly known as the Texas Bungalows Hotel and Suites) located at 13311 Burnet Road, Austin, Texas, to extend the term of the agreement to May 30, 2024, and provide for an additional extension of the term if needed.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached

2) *Please specify if the scope of work will change in any way with this amendment.*

This amendment will not change the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

This amendment will not change the scope of work.

FUNDING AGREEMENT

This FUNDING AGREEMENT (“**Agreement**”) is made by and between the **CITY OF AUSTIN, TEXAS**, a Texas home rule municipal corporation organized and operating under Chapter 9, Texas Local Government Code and located in Hays, Travis and Williamson counties, Texas (the “**City**”), acting by and through its Housing and Planning Department, and **AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A INTEGRAL CARE**, a Community Center organized and operating under Chapter 534, Texas Health and Safety Code (“**Integral Care**”). The City and Integral Care may be referred to singularly as “**Party**” or jointly as “the **Parties**.”

RECITALS

WHEREAS, the City is the owner of a hotel located in Austin, Travis County, Texas at 13311 Burnet Road, Austin, Texas 78727 (the “**Property**”);

WHEREAS, the City desires to renovate the Property to create 60 fully-furnished efficiency apartments for permanent supportive housing for single adults with a history of homelessness and a disabling condition;

WHEREAS, the City has determined that the renovation of the Property, as depicted on **Exhibit A** (the “**Renovations**”), will protect the health, safety, and general welfare of the community;

WHEREAS, the City has determined that it is in the City’s best interest to accelerate the Renovations by reimbursing Integral Care to coordinate the Renovations as provided in this Agreement;

WHEREAS, the City will reimburse Integral Care for the costs of the Renovations and Integral Care’s coordination of the Renovations, in a total amount not to exceed **\$1,364,210.40** (the “**City Funding Amount**”);

WHEREAS, the Austin City Council approved entering into this Agreement on February 3, 2022;

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Integral Care agree as follows:

Article 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

A. **Contractor** means any contractor hired by Integral Care for the engineering,

design, construction, and provision of materials and services relating to the Renovations, following construction contract competitive bidding, as applicable.

B. **Effective Date** means the date the final Party signs this Agreement.

C. **Final Completion** means the final completion of the Renovations by Integral Care and the written acceptance of the Renovations by the City, which written acceptance will not be unreasonably withheld or delayed.

D. **Force Majeure** means and refers to causes not reasonably within the control of the Party claiming such inability, including but not limited to acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; restraint of government and people; civil disturbances; explosions; or any unforeseen conditions arising during the performance under this Agreement.

E. **Notice** means any formal notice or communication, request, reply, or advice required or permitted to be given by one Party to another Party by this Agreement.

F. **Third Party Agreements** means following all City ordinances, and other rules and regulations regarding permits and approvals related to activities and construction of the Renovations, including the minority-owned and female-owned business enterprise procurement program requirements of City Code, Chapters 2-9A, 2-9B, 2-9C, and 2-9D, the non-discrimination requirements of City Code, Title 5, worker safety training, wage rate compliance, and anti-lobbying ordinances, as well as the bonding, procurement and competitive bidding state law requirements applicable to municipalities, all in the same manner that the City would be required to comply if the City was carrying out the activities and construction of the Renovations and as required by City Resolution Nos. 20120112-058 and 20110728-106, and City Ordinance No. 030508-31. In addition, if applicable, Integral Care will comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards. Integral Care will provide a certificate establishing compliance from a Registered Accessibility Specialist licensed by the Texas Department of Licensing and Regulation with respect to any Renovations that must comply with the accessibility provision laws or provide a waiver from the regulatory agency responsible for enforcement of the accessibility provision laws.

Section 1.2 Interpretation of Terms and Incorporation of Exhibits. Except where the context otherwise clearly requires, in this Agreement:

A. Words imparting the singular will include the plural and vice versa;

B. The word “including” means “including but not limited to.”

C. All exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length in the Agreement; and

D. References to any document means that document in effect at the Effective Date; and references to any Party means that Party, its successors, and assigns, if permitted by this Agreement.

Article 2 DESIGN OF THE RENOVATIONS

The City and Integral Care agree that the Renovations will be designed in accordance with the applicable portions of the City's written, published technical standards, specifications, and other requirements of the City Code and City rules and regulations in effect on the Effective Date.

Article 3 CONSTRUCTION OF THE RENOVATIONS

Section 3.1 Agreement Regarding the and Renovations

Subject to the terms and conditions of this Agreement, Integral Care agrees to cause the Renovations to be constructed in a good and workmanlike manner and in accordance with all applicable laws, regulations, ordinances, and Third Party Agreements.

Section 3.2 Schedule of Construction and Extensions of Renovations.

A. Integral Care will fund the construction of the Renovations on a timely basis, and agrees that the construction of the Renovations will:

- (1) start on or before 30 calendar days following the date all required permits are issued;
- (2) once started, make continuous progress toward completion without interruption for a period of more than 30 calendar days; and
- (3) achieve Final Completion on or before 12 months following the Effective Date of this Agreement.

B. The date for start and completion of the Renovations and the 30-day period described in Section 3.2(A)(2) above will be automatically extended due to events of Force Majeure for the same number of days the event of Force Majeure lasted and, with the written approval of the City, for other good cause for a period of time mutually agreeable to the Parties. Upon any Force Majeure delay, Integral Care must attempt to remedy the delay with all reasonable dispatch.

Section 3.3 Duties of Integral Care. Subject to all the terms and conditions of this Agreement, Integral Care will:

A. comply with applicable provisions of the Third Party Agreements, including making a good faith effort to achieve any applicable MBE/WBE goals;

B. execute required engineering, design, construction, materials, and services contracts that comply with all applicable laws, regulations, ordinances, City procedures, and the terms of this Agreement. The following general conditions and provisions must be included in such contracts and must not be amended, modified, or waived unless approved by the City in writing:

(1) warranties;

(2) insurance, and payment and performance bonding requirements (approved by and acceptable to the City Risk Manager in writing);

(3) provision that the City is an approved future assignee, with the ability of the City, as assignee, to complete the Renovations if Integral Care fails to do so;

(4) requirement that policies of insurance evidencing that the required insurance and original payment and performance bonds (both approved by and acceptable to the City Risk Manager in writing) have been obtained and that the City and Integral Care have each been designated as an insured with respect to all liability coverages to the extent allowed by law; and

(5) obligation to obtain and pay for all required permits, inspections, tests, and authorizations necessary for construction of the Renovations.

C. provide the City with a copy of all executed contracts and any additional documents pertaining to the contracts on or about the time they have been signed, and thereafter provide copies of any documents amending or replacing any of said documents;

D. notify the City in writing when Integral Care proposes material changes that may affect the Renovations and provide the City an opportunity to comment, in writing or at a meeting, within 15 business days following the City's receipt of such notice. If the City fails to comment in writing or at a meeting within 15 business days following City's receipt of such notice, such proposed changes affecting the Renovations will be deemed approved by the City;

E. make timely payment to Contractors for work properly performed and materials and services provided concerning the Renovations in accordance with the terms of this Agreement (including any provisions related to applicable lien retention requirements of Chapter 53, Texas Property Code, and amounts withheld due to improper work or punch list items);

F. reject all work found not to conform to the terms of this Agreement, and advise the City of work that Integral Care determines should be corrected or rejected or which requires special testing, adjustment, or inspection for approval;

G. arrange and observe with Contractors all acceptance testing for the Renovations, if applicable, and notify the City of the schedule and results of the testing;

H. maintain master job files of correspondence, reports of conferences, shop drawings, samples, plans and specifications, change orders, addenda, daily inspection reports, additional or revised drawings, and other related construction documents for the Renovations;

I. ensure access and permit the City to inspect the construction of the Renovations at all reasonable times during construction until Final Completion;

J. conduct and coordinate final inspection of the Renovations with the City inspector; transmit a final list of items to be completed or repaired, if any, and observe Contractors' correction of the same;

K. prepare and submit to the City monthly during construction of the Renovations a report regarding minority-owned and women-owned business enterprise participation in the construction of the Renovations;

L. notify the City when Integral Care considers the Renovations to be completed for the City to promptly inspect the Renovations, and, if the City determines in its sole reasonable discretion that the Renovations are completed, issue to Integral Care the City's written notice of Final Completion, which written notice will not be unreasonably withheld or delayed;

M. within 10 calendar days after Final Completion, provide the City with a detailed report in a form acceptable to City of the total costs of the Renovations; and

N. within 30 calendar days after Final Completion, provide the City with complete sets of the plans and specifications for the Renovations, including certified "record drawings," in accordance with the requirements of this Agreement. The City's acceptance of the Renovations will be governed by this Agreement and the requirements of the City Code. As a condition of Final Completion, Integral Care will provide the City with:

(1) an assignment to the City of all warranties, guarantees, maintenance bonds, or like assurances of performance applicable to the Renovations;

(2) copies of separate books of accounts, confirming the total costs of the Renovations and accurately documenting costs and expenses incurred in connection with the Renovations; and

(3) a written, sealed statement from each Contractor provided to Integral Care

certifying that the Renovations have been constructed in accordance with the plans and specifications (subject to approved change orders).

O. Execute a performance bond for the construction of the Renovations to ensure completion of the project.

Article 4 COSTS AND PAYMENT

Section 4.1 Integral Care's Responsibility for Renovation Costs. Integral Care will pay all costs associated with the Renovations in a timely manner as provided in this Article 4.

Section 4.2 City's Responsibility for Renovation Costs. The total sum of cost reimbursement available from the City to the Integral Care for engineering, design, construction work (including inspection fees), and for all materials and services relating to the Renovations is the City Funding Amount.

Section 4.3 Report of Renovation Costs Required.

A. Integral Care may submit to the City a written request for a payment upon completion and acceptance by the City of any part of the Renovations (the "**Payment Request**"). Following receipt of the Payment Request, the City will verify and determine the eligible costs (eligible costs are hard and soft construction costs approved in accordance with the provisions of this Agreement which hard costs include all charges, costs, and fees payable to contractors and which soft costs may include project management, engineering, and other customary and typical project-related soft costs incurred by Integral Care to complete the Renovations but does not include legal expenses incurred by Integral Care) and will certify the amount paid by Integral Care for the Renovations. If the City determines the amount payable to Integral Care is the same as the amount submitted by Integral Care, the City will work diligently and in good faith to reimburse Integral Care within 30 calendar days after the receipt of the Payment Request to make the payment to Integral Care.

B. Prior to Final Completion, Integral Care must submit a report to the City of the total costs of the Renovations that includes all supporting information. Integral Care agrees to provide all information and documents in its possession or immediate control required by the City for proper processing and for accurate accounting and documentation of actual Renovation costs.

C. If Integral Care allows work to commence on a change order that results in a material change in the Renovations before receiving the approval of the applicable City department(s) for the change order, any additional costs incurred on that change order may not be eligible for reimbursement if the City in its sole discretion determines that the change in the Renovations is materially unacceptable, which determination will not be unreasonably withheld or delayed.

Article 5 OWNERSHIP AND MAINTENANCE OF THE RENOVATIONS

Section 5.1 Conditions for City Ownership and Maintenance of the Renovations. After Final Completion, the City will own and be obligated to perform all ordinary and ongoing maintenance responsibilities for the Renovations.

Section 5.2 Warranty.

A. Upon completion of the Renovations and as a condition precedent to Final Completion, Integral Care will transfer to the City all warranties for the Renovations, including any warranty bond and any other warranty or rights Integral Care has in connection with the Renovations, excluding any portion of such warranty pertaining to work not including the Renovations.

B. Integral Care will be responsible to the City for damage to the Renovations accepted by the City only to the extent that any such damage is caused by a condition existing prior to the City's acceptance.

Section 5.3 No Liens Permitted. Integral Care will make timely payment for all aspects of properly performed engineering, design, construction work (including inspection fees), and for all materials and services relating to the Renovations. Integral Care will not suffer or permit the filing, perfection, or execution of any lien or encumbrance on the Property and will cause any such lien to be released of record by payment, deposit, bond, or order of court of competent jurisdiction. Integral Care will have the right to contest any claim asserted in connection with the construction of the Renovations described herein, including the right to contest such claim in any court of competent jurisdiction. Integral Care will secure the release within 90 calendar days of the recordation of any lien or encumbrance.

Section 5.4 Agreement May be Pledged as Collateral. Integral Care may pledge this Agreement as collateral for the purpose of securing financing from one or more lenders for the Renovations. Integral Care or its lender will provide documentation of the use of this Agreement as collateral to the City Law Department for its review and approval. Except for the limitations in this Agreement, the Integral Care has the right to assign its rights under this Agreement to any lender holding liens against the Property, and the City specifically agrees to provide to any such lender the rights and benefits of this Agreement if the lender forecloses its liens or encumbrances against the Property.

Article 6 INDEMNIFICATION

Section 6.1 TO THE EXTENT PROVIDED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND WITHOUT WAIVING ANY IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY OTHERWISE BE ENTITLED INTEGRAL CARE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED

PARTIES”), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (“CLAIMS”), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY INTEGRAL CARE, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (THE “INTEGRAL CARE PARTIES”), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE INTEGRAL CARE PARTIES IN THIS AGREEMENT, OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE INTEGRAL CARE PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS’ COMPENSATION CLAIMS. INTEGRAL CARE’S OBLIGATIONS UNDER THIS ARTICLE ARE EXCUSED TO THE EXTENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

Section 6.2 The City will give Integral Care written notice of a Claim asserted against an Indemnified Party. Integral Care will assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties will have the right (but not the obligation) to participate in the defense of any Claim or litigation with attorneys of their own selection without relieving Integral Care of any obligations in this Agreement. In no event may Integral Care admit liability on the part of an Indemnified Party without the written consent of the City Attorney, whose written consent will not be unreasonably withheld or delayed.

Section 6.3 Integral Care’s maintenance of any insurance required under this Agreement does not limit Integral Care’s obligations under this Article. Integral Care will require all Contractors and subcontractors to indemnify the City as provided in this Article.

Section 6.4 If any claim, demand, suit, or other action arising out of this Agreement is made or brought by any person, firm, corporation, or other entity against Integral Care, Integral Care will give written notice thereof to the City within five working days after being notified of such claim, demand, suit, or action. Such notice will state:

- A. the date and hour of notification of any such claim, demand, suit, or other action;
- B. the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding;
- C. the basis of such claim, action, or proceeding; and
- D. the name of any person against whom such claim is being made or threatened.

Such written notice will be delivered either personally or by mail directly to the Director of the

Housing and Planning Department, 1000 E. 11th Street, Suite 200, Austin, Texas 78702 and the City Of Austin Law Department at P. O. Box 1088, Austin, Texas 78767.

Article 7 AVAILABILITY OF FUNDS

Integral Care acknowledges that the City has provided notice that the City's obligations to reimburse the cost of the Renovations are payable only from funds appropriated or available for the purpose of this Agreement. The City has appropriated the City Funding Amount to pay the costs of the Renovations (exclusive of Integral Care's obligation to oversee the Renovations at no additional cost to the City) payable to Integral Care under this Agreement.

Article 8 GENERAL PROVISIONS

Section 8.1 Interpretation of this Agreement. This Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for nor against either Party.

Section 8.2 Notice and Addresses. Any Notice provided or permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given, or served

A. by depositing the Notice in the United States mail, postage prepaid, certified mail, and addressed to the Party to be notified at Notice address listed for that Party below, with return receipt requested; or

B. by hand delivering the Notice to such Party.

Notice is effective upon receipt by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Integral Care: Austin-Travis County Mental Health and Mental Retardation
Center d/b/a Integral Care
ATTN: David L. Evans, CEO
1430 Collier Street
Austin, Texas 78704

With a copy to: Austin-Travis County Mental Health and Mental Retardation
Center d/b/a Integral Care
ATTN: Lisa Ott Laky, General Counsel
1430 Collier Street
Austin, Texas 78704

The City: The City of Austin, Texas
Housing & Planning Department
ATTN: Rosie Truelove, Director
1000 E. 11th Street, Suite 200
Austin, Texas 78702

With a copy to: The City of Austin, Texas
Law Department
ATTN: Alice Geyer, Assistant City Attorney
301 W. 2nd Street
Austin, Texas 78701

Section 8.3 Notice of Default; Opportunity to Cure; Remedies

A. Should any Party allege that the other has defaulted in the performance of any obligation under this Agreement, the Party will provide written Notice to the other Party specifying the nature of the alleged default and provide the other Party a reasonable opportunity of at least 15 calendar days to cure the default before exercising any remedy related to the alleged default.

B. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond any applicable grace or Notice and opportunity to cure period, the other Party will have the right to enforce the terms and provisions of this Agreement and pursue any legal or equitable relief to which the non-defaulting Party may be entitled.

C. Any remedy or relief described in this Agreement will be cumulative of, and in addition to, any other remedies and relief available at law or in equity.

Section 8.4 Amendment. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, will be binding on the Parties unless made in writing and properly executed by each of the Parties.

Section 8.5 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement will be construed to confer upon any person other than the Parties any rights, benefits, or remedies under or because of this Agreement.

Section 8.6 No Assignment without Approval. Except as provided in Section 5.4, a Party to this Agreement may not assign or transfer its interests under this Agreement without written approval of the other Party, which approval will not be unreasonably withheld.

Section 8.7 No Joint Venture or Agency. This Agreement will not be construed in any form or manner to establish a joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and between the Parties.

Section 8.8 Severability. If any term or provision of this Agreement is void or unenforceable as determined by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 8.9 Survival of Obligations. All provisions of this Agreement that impose a continuing obligation on a Party, including warranty, indemnification, limitation of liability, and confidentiality, survive the expiration or termination of this Agreement.

Section 8.10 Applicable Law; Venue. This Agreement is made under and is governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute of this Agreement lies exclusively in a state district court in Travis County, Texas.

Section 8.11 Counterparts. The Parties may execute this Agreement in one or more duplicate originals each of equal dignity.

Section 8.12 Electronic Signatures. The use of electronically transmitted signatures, in place of original signatures on this Agreement is expressly allowed. The Parties intend to be bound by the signatures on such electronically transmitted document; are aware that the other Party will rely on the electronically transmitted signatures; and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

Section 8.13 No Waiver. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or any covenant by any Party, or their successors or assigns, whether the violations are known or not, does not constitute a waiver or estoppel of the right to do so.

Section 8.14 Governmental Authority. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the operation and maintenance of the Renovations constructed under the terms of this Agreement, except as specifically waived or modified herein or by specific action of the City Council, nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of the same.

Section 8.15 Binding. This Agreement is binding upon and inures to the benefit of the Parties and their representatives, successors, and assigns.

Section 8.16 Authority to Execute. 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, except as may be limited by applicable bankruptcy, insolvency, or similar laws

affecting creditor's rights, or with respect to City's and Integral Care's respective governmental immunity under the Constitution and laws of the State of Texas.

Section 8.17 Complete Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

{remainder of page intentionally left blank, signatures follow}

THIS AGREEMENT is duly executed by the Parties to this Agreement on the respective dates following each Party's signature and is effective on the Effective Date.

INTEGRAL CARE:

**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL
RETARDATION CENTER D/B/A INTEGRAL CARE**, a Community
Center organized and operating under Chapter 534, Texas
Health and Safety Code

By: 
Name: David L. Evans
Title: Chief Executive Officer

74-1547909
Integral Care Tax ID Number

Date: 06 / 21 / 2022

{signature follows}

THE CITY:

CITY OF AUSTIN, TEXAS, a Texas home rule municipal corporation organized and operating under Chapter 9, Texas Local Government Code

By: 

Name: Mandy DeMayo

Title: Deputy Director, City of Austin Housing & Planning Department

Date: 6 / 28 / 2022

APPROVED AS TO FORM:

City of Austin
Law Department



Alice Geyer
Assistant City Attorney

Attachments:

Exhibit A: Renovations

Exhibit A
Renovations

The Renovations include the following scopes of work:

- Furnishing and installing a 6' tall wooden privacy fence along the southern border of the property and enclosing the outdoor community space and a 7' tall chain link fence with gates along the eastside of the property;
- Hiring of movers, removal of some existing furniture, and purchase of office furniture, each as determined appropriate by Integral Care in its sole judgement;
- Interior design for 15 residential units to include new kitchenettes that match existing units and combining 3 existing units into a resident community room;
- Converting 15 units to include kitchenettes with upper cabinets, lower cabinets, exhaust chase, electrical, plumbing, residential style vent hoods without integrated fire suppression, exhaust duct and exterior wall caps;
- Removing doors between existing conjoining rooms and replacing doors with drywall;
- Furnishing and installing one 1.5-ton Air Conditioning unit to serve the community room;
- Relocating three existing doors to designated offices with new hardware;
- Adjusting the existing fire alarm and sprinkler systems to accommodate the new community room layout;
- Painting affected walls;
- Removing and hauling off existing flooring base and carpet flooring;
- Furnishing and installing minor floor prep, new flooring base, and new vinyl flooring, with transitions installed as needed;
- Furnishing and installing missing or unusable appliances (to match remaining appliances in functionality) and furniture including beds, nightstands, loveseats, dining table and chairs and bookshelf, each as determined appropriate by Integral Care in its sole judgement;
- Designing, furnishing, and installing exterior landscaping and approximately 2,800 square feet of amenity space to include covered seating, mail kiosks, , furniture, and other typical exterior support areas, each as determined appropriate by Integral Care in its sole judgement; and
- Designing, furnishing, and installing, each as determined appropriate by Integral Care in its sole judgement, signage and artwork. Integral Care will make a good faith effort to source these items locally from HUB/MBE and non-profit entities.



Council Question and Answer

Related To

Item #38

Meeting Date

August 31, 2023

Additional Answer Information

Item #38: Authorize negotiation and execution of an amendment to the agreement with Family Eldercare, Inc. for renovating the Pecan Gardens (formerly known as Candlewood Suites) located at 10811 Pecan Park Boulevard, Austin, Texas, to extend the term of the agreement to March 31, 2024, and provide for an additional extension of the term if needed.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached

2) *Please specify if the scope of work will change in any way with this amendment.*

This amendment will not change the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

This amendment will not change the scope of work.

FUNDING AGREEMENT

This FUNDING AGREEMENT (“**Agreement**”) is made by and between the **CITY OF AUSTIN, TEXAS**, a Texas home rule municipal corporation organized and operating under Chapter 9, Texas Local Government Code and located in Hays, Travis and Williamson counties, Texas (the “**City**”), acting by and through its Housing and Planning Department, and **FAMILY ELDERCARE, INC.**, a Texas nonprofit corporation authorized to transact business in Texas (“**Family Eldercare**”). The City and Family Eldercare may be referred to singularly as “**Party**” or jointly as “**the Parties**.”

RECITALS

WHEREAS, the City is the owner of a hotel located in Austin, Williamson County, Texas at 10811 Pecan Park Blvd, Austin, Texas 78750, known as the Pecan Gardens (the “**Property**”);

WHEREAS, the City desires to renovate the Property to create 78 fully-furnished efficiency apartments for permanent supportive housing for single adults with a history of homelessness and a disabling condition;

WHEREAS, the City has determined that the renovation of the Property, as depicted on Exhibit A (the “**Renovations**”), will protect the health, safety, and general welfare of the community;

WHEREAS, the City has determined that it is in the City’s best interest to accelerate the Renovations by reimbursing Family Eldercare to coordinate the Renovations as provided in this Agreement;

WHEREAS, the City will reimburse Family Eldercare for the costs of the Renovations and Family Eldercare’s coordination of the Renovations, in a total amount not to exceed \$3,903,216.13 (the “**City Funding Amount**”);

WHEREAS, the Austin City Council authorized negotiation of this Agreement on May 19, 2022 and authorized execution of this Agreement on June 16, 2022;

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Family Eldercare agree as follows:

Article 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

A. **Contractor** means any contractor hired by Family Eldercare for the engineering, design, construction, and provision of materials and services relating to the Renovations, following

construction contract competitive bidding, as applicable.

B. **Effective Date** means the date the final Party signs this Agreement.

C. **Final Completion** means the final completion of the Renovations by Family Eldercare and the written acceptance of the Renovations by the City, which written acceptance will not be unreasonably with-held or delayed.

D. **Force Majeure** means and refers to causes not reasonably within the control of the Party claiming such inability, including but not limited to acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; restraint of government and people; civil disturbances; explosions; or any unforeseen conditions arising under the performance of this Agreement.

E. **Notice** means any formal notice or communication, request, reply, or advice required or permitted to be given by one Party to another Party by this Agreement.

F. **Third Party Agreements** means following all City ordinances, and other rules and regulations regarding permits and approvals related to activities and construction of the Renovations, including the minority-owned and female-owned business enterprise procurement program requirements of City Code, Chapters 2-9A, 2-9B, 2-9C, and 2-9D, the non-discrimination requirements of City Code, Title 5, worker safety training, wage rate compliance, and anti-lobbying ordinances, as well as the bonding, procurement and competitive bidding state law requirements applicable to municipalities, all in the same manner that the City would be required to comply if the City was carrying out the activities and construction of the Renovations and as required by City Resolution Nos. 20120112-058 and 20110728-106, and City Ordinance No. 030508-31. In addition, if applicable, Family Eldercare will comply with the accessibility provisions of (i) the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (ii) the Texas Architectural Barriers Act, Ch. 469, Texas Govt. Code, (iii) Americans with Disabilities Act Accessibility Guidelines, and (iv) the Texas Accessibility Standards. Family Eldercare will provide a certificate establishing compliance from a Registered Accessibility Specialist licensed by the Texas Department of Licensing and Regulation with respect to any Renovations that must comply with the accessibility provision laws or provide a waiver from the regulatory agency responsible for enforcement of the accessibility provision laws.

Section 1.2 Interpretation of Terms and Incorporation of Exhibits. Except where the context otherwise clearly requires, in this Agreement:

A. Words imparting the singular will include the plural and vice versa;

B. The word “including” means “including but not limited to.”

C. All exhibits attached to this Agreement are incorporated by reference for all pertinent purposes as though fully copied and set forth at length in the Agreement; and

D. References to any document means that document in effect at the Effective Date; and references to any Party means that Party, its successors, and assigns, if permitted by this Agreement.

Article 2 DESIGN OF THE RENOVATIONS

The City and Family Eldercare agree that the Renovations will be designed in accordance with the applicable portions of the City's written, published technical standards, specifications, and other requirements of the City Code and City rules and regulations in effect on the Effective Date.

Article 3 CONSTRUCTION OF THE RENOVATIONS

Section 3.1 Agreement Regarding the Renovations.

Subject to the terms and conditions of this Agreement, Family Eldercare agrees to cause the Renovations to be constructed in a good and workmanlike manner and in accordance with all applicable laws, regulations, ordinances, and Third Party Agreements.

Section 3.2 Schedule of Construction and Extensions of Renovations.

A. Family Eldercare will fund the construction of the Renovations on a timely basis, and agrees that the construction of the Renovations will:

- (1) start on or before 30 calendar days following the date all required permits are issued;
- (2) once started, make continuous progress toward completion without interruption for a period of more than 30 calendar days; and
- (3) achieve Final Completion on or before 12 months following the Effective Date of this Agreement.

B. The date for start and completion of the Renovations and the 30-day period described in Section 3.2(A)(2) above will be automatically extended due to events of Force Majeure for the same number of days the event of Force Majeure lasted and, with the written approval of the City, for other good cause for a period of time mutually agreeable to the Parties. Upon any Force Majeure delay, Family Eldercare must attempt to remedy the delay with all reasonable dispatch.

Section 3.3 Safety and Security. Family Eldercare and its Contractors will at all times:

- A. prohibit camping on the Property;
- B. prohibit drop-ins at the Property;
- C. As a reimbursable cost, provide measures that secure the Property including 24-hour camera surveillance seven days per week, on-site physical presence of security personnel, and secure entryways;
- D. provide the City with safety and security updates in the form of a memorandum submitted every 60 days outlining the following: (1) attempted break-ins, (2) successful break-ins, (3) security breaches of any kind, (4) any changes to security contracts, and (5) any and all important security data requiring consideration by the Austin City Council;
- E. provide the City with Notice within 24 hours when a significant incident occurs on-site related to safety and security of the property; and
- F. provide the City with concerns that occur on nearby properties.

Section 3.4 Duties of Family Eldercare. Subject to all the terms and conditions of this Agreement, Family Eldercare will:

- A. comply with applicable provisions of the Third Party Agreements, including making a good faith effort to achieve any applicable MBE/WBE goals;
- B. execute required engineering, design, construction, materials, and services contracts that comply with all applicable laws, regulations, ordinances, City procedures, and the terms of this Agreement. The following general conditions and provisions must be included in such contracts and must not be amended, modified, or waived unless approved by the City in writing:
 - (1) warranties;
 - (2) insurance, and payment and performance bonding requirements (approved by and acceptable to the City Risk Manager in writing);
 - (3) provision that the City is an approved future assignee, with the ability of the City, as assignee, to complete the Renovations if Family Eldercare fails to do so;
 - (4) requirement that policies of insurance evidencing that the required insurance and original payment and performance bonds (both approved by and acceptable to the City Risk Manager in writing) have been obtained and that the

City and Family Eldercare have each been designated as an insured with respect to all liability coverages to the extent allowed by law; and

(5) obligation to obtain and pay for all required permits, inspections, tests, and authorizations necessary for construction of the Renovations.

C. provide the City with a copy of all executed contracts and any additional documents pertaining to the contracts on or about the time they have been signed, and thereafter provide copies of any documents amending or replacing any of said documents;

D. notify the City in writing when Family Eldercare proposes material changes that may affect the Renovations and provide the City an opportunity to comment, in writing or at a meeting, within ten business days following the City's receipt of such notice. If the City fails to comment in writing or at a meeting within ten business days following City's receipt of such notice, such proposed changes affecting the Renovations will be deemed rejected by the City;

E. make timely payment to Contractors for work properly performed and materials and services provided concerning the Renovations in accordance with the terms of this Agreement (including any provisions related to applicable lien retention requirements of Chapter 53, Texas Property Code, and amounts withheld due to improper work or punch list items);

F. reject all work found not to conform to the terms of this Agreement, and advise the City of work that Family Eldercare determines should be corrected or rejected or which requires special testing, adjustment, or inspection for approval;

G. arrange and observe with Contractors all acceptance testing for the Renovations, if applicable, and notify the City of the schedule and results of the testing;

H. maintain master job files of correspondence, reports of conferences, shop drawings, samples, plans and specifications, change orders, addenda, daily inspection reports, additional or revised drawings, and other related construction documents for the Renovations;

I. ensure access and permit the City to inspect the construction of the Renovations at all reasonable times during construction until Final Completion;

J. conduct and coordinate final inspection of the Renovations with the City inspector; transmit a final list of items to be completed or repaired, if any, and observe Contractors' correction of the same;

K. prepare and submit to the City monthly during construction of the Renovations a report regarding minority-owned and women-owned business enterprise participation in the construction of the Renovations;

L. notify the City when Family Eldercare considers the Renovations to be completed

for the City to promptly inspect the Renovations, and, if the City determines in its sole discretion that the Renovations are completed, issue to Family Eldercare the City's written notice of Final Completion, which written notice will not be unreasonably withheld or delayed;

M. within 10 calendar days after Final Completion, provide the City with a detailed report in a form acceptable to City of the total costs of the Renovations; and

N. within 30 calendar days after Final Completion, provide the City with complete sets of the plans and specifications for the Renovations, including certified "record drawings," in accordance with the requirements of this Agreement. The City's acceptance of the Renovations will be governed by this Agreement and the requirements of the City Code. As a condition of Final Completion, Family Eldercare will provide the City with:

- (1) an assignment to the City of all warranties, guarantees, maintenance bonds, or like assurances of performance applicable to the Renovations;
- (2) copies of separate books of accounts, confirming the total costs of the Renovations and accurately documenting costs and expenses incurred in connection with the Renovations; and
- (3) a written, sealed statement from each Contractor certifying that the Renovations have been constructed in accordance with the plans and specifications provided to Family Eldercare (subject to approved change orders).

O. Execute a performance bond for the construction of the Renovations to ensure completion of the project.

Article 4 COSTS AND PAYMENT

Section 4.1 Family Eldercare's Responsibility for Renovation Costs. Family Eldercare will pay all costs associated with the Renovations in a timely manner as provided in this Article 4.

Section 4.2 City's Responsibility for Renovation. The total sum of cost reimbursement available from the City to Family Eldercare for engineering, design, construction work, project management, project site security, and other customary and typical project-related soft costs (including inspection fees and legal fees), and for all materials and services relating to the Renovations is the City Funding Amount. Conditioned upon approval by the Austin City Council, the Parties will equitably adjust the City Funding Amount to address additional work necessitated by damage at the Property due to criminal activity.

Section 4.3 Report of Renovation Costs Required.

A. Family Eldercare may submit to the City a written request for a payment upon completion and acceptance by the City of any part of the Renovations (the "Payment Request").

Following receipt of the Payment Request, the City will verify and determine the eligible costs (eligible costs are hard and soft construction costs approved in accordance with the provisions of this Agreement which hard costs include all charges, costs, and fees payable to Contractors and which soft costs may include project management, engineering, and other customary and typical project-related soft costs incurred by Family Eldercare to complete the Renovations including reasonable legal expenses incurred by Family Eldercare) and will certify the amount paid by Family Eldercare for the Renovations. If the City determines the amount payable to Family Eldercare is the same as the amount submitted by Family Eldercare, the City will work diligently and in good faith to reimburse Family Eldercare within 30 calendar days after the receipt of the Payment Request to make the payment to Family Eldercare.

B. Prior to Final Completion, Family Eldercare must submit a report to the City of the total costs of the Renovations that includes all supporting information. Family Eldercare agrees to provide all information and documents in its possession or immediate control required by the City for proper processing and for accurate accounting and documentation of actual Renovation costs.

C. If Family Eldercare allows work to commence on a change order that results in a material change in the Renovations before receiving the approval of the applicable City department(s) for the change order, any additional costs incurred on that change order may not be eligible for reimbursement if the City in its sole discretion determines that the change in the Renovations is materially unacceptable, which determination will not be unreasonably withheld or delayed.

Article 5 OWNERSHIP AND MAINTENANCE OF THE RENOVATIONS

Section 5.1 Conditions for City Ownership and Maintenance of the Renovations. After Final Completion, the City will own and be obligated to perform all ordinary and ongoing maintenance responsibilities for the Renovations.

Section 5.2 Warranty.

A. Upon completion of the Renovations and as a condition precedent to Final Completion, Family Eldercare will transfer to the City all warranties for the Renovations, including any warranty bond and any other warranty or rights Family Eldercare has in connection with the Renovations, excluding any portion of such warranty pertaining to work not including the Renovations.

B. Family Eldercare will be responsible to the City for damage to the Renovations accepted by the City only to the extent that any such damage is caused by a condition existing prior to the City's acceptance.

Section 5.3 No Liens Permitted. Family Eldercare will make timely payment for all aspects of properly performed engineering, design, construction work (including inspection fees), and for all materials and services relating to the Renovations. Family Eldercare will not suffer or permit the filing, perfection, or execution of any lien or encumbrance on the Property and will cause any such

lien to be released of record by payment, deposit, bond, or order of court of competent jurisdiction. Family Eldercare will have the right to contest any claim asserted in connection with the construction of the Renovations described herein, including the right to contest such claim in any court of competent jurisdiction. Family Eldercare will secure the release within 90 calendar days of the recordation of any lien or encumbrance.

Section 5.4 Agreement May be Pledged as Collateral. Family Eldercare may pledge this Agreement as collateral for the purpose of securing financing from one or more lenders for the Renovations. Family Eldercare or its lender will provide documentation of the use of this Agreement as collateral to the City Law Department for its review and approval. Except for the limitations in this Agreement, the Family Eldercare has the right to assign its rights under this Agreement to any lender holding liens against the Property, and the City specifically agrees to provide to any such lender the rights and benefits of this Agreement if the lender forecloses its liens or encumbrances against the Property.

Article 6 INDEMNIFICATION

Section 6.1 TO THE EXTENT PROVIDED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND WITHOUT WAIVING ANY IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY OTHERWISE BE ENTITLED FAMILY ELDERCARE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY FAMILY ELDERCARE, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (THE "FAMILY ELDERCARE PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE FAMILY ELDERCARE PARTIES IN THIS AGREEMENT, OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE FAMILY ELDERCARE PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. FAMILY ELDERCARE'S OBLIGATIONS UNDER THIS ARTICLE ARE EXCUSED TO THE EXTENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

Section 6.2 The City will give Family Eldercare written notice of a Claim asserted against an Indemnified Party. Family Eldercare will assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties will have the right (but not the obligation) to participate in the defense of any Claim or litigation with attorneys of their own selection without relieving Family Eldercare of any obligations in this Agreement. In no event may Family Eldercare admit liability on the part of an

Indemnified Party without the written consent of the City Attorney, whose written consent will not be unreasonably withheld.

Section 6.3 Family Eldercare's maintenance of any insurance required under this Agreement does not limit Family Eldercare's obligations under this Article. Family Eldercare will require all Contractors and subcontractors to indemnify the City as provided in this Article.

Section 6.4 If any claim, demand, suit, or other action arising out of this Agreement is made or brought by any person, firm, corporation, or other entity against Family Eldercare, Family Eldercare will give written notice thereof to the City within five working days after being notified of such claim, demand, suit, or action. Such notice will state:

- A. the date and hour of notification of any such claim, demand, suit, or other action;
- B. the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding;
- C. the basis of such claim, action, or proceeding; and
- D. the name of any person against whom such claim is being made or threatened.

Such written notice will be delivered either personally or by mail directly to the Director of the Housing and Planning Department, 1000 E. 11th Street, Suite 200, Austin, Texas 78702 and the City Of Austin Law Department at P. O. Box 1088, Austin, Texas 78767.

Article 7 AVAILABILITY OF FUNDS

Family Eldercare acknowledges that the City has provided notice that the City's obligations to reimburse the cost of the Renovations are payable only from funds appropriated or available for the purpose of this Agreement. The City has appropriated the City Funding Amount to pay the costs of the Renovations payable to Family Eldercare under this Agreement.

Article 8 GENERAL PROVISIONS

Section 8.1 Interpretation of this Agreement. This Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for nor against either Party.

Section 8.2 Notice and Addresses. Any Notice provided or permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given, or served

(a) by depositing the Notice in the United States mail, postage prepaid, certified mail, and addressed to the Party to be notified at Notice address listed for that Party below, with return receipt requested;

(b) by hand delivering the Notice to such Party;

(c) by electronic transmission to the email address of the party to be notified; or

(d) by transmission provided a machine generated confirmation of receipt is received.

Notice deposited in the mail in the manner hereinabove described is effective two days after such deposit. Notice given in any other manner is effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Family Eldercare: Family Eldercare, Inc.
ATTN: Kent Herring, CEO
1700 Rutherford Lane
Austin, Texas 78754
E-Mail Address: kherring@familyeldercare.org

With a copy to: Macdonald Resnevic, PLLC
ATTN: Cory Macdonald
3755 S. Capital of Texas Highway, Suite 145
Austin, TX 78704
E-Mail Address: cmacdonald@mrfirm.legal

The City: The City of Austin, Texas
Housing & Planning Department
ATTN: Rosie Truelove, Director
1000 E. 11th Street, Suite 200
Austin, Texas 78702
E-Mail Address: rosie.trelove@austintexas.gov

With a copy to: The City of Austin, Texas
Law Department
ATTN: Alice Geyer, Assistant City Attorney
301 W. 2nd Street
Austin, Texas 78701
E-Mail Address: alice.geyer@austintexas.gov

Section 8.3 Notice of Default; Opportunity to Cure; Remedies.

A. Should any Party allege that the other has defaulted in the performance of any obligation under this Agreement, the Party will provide written Notice to the other Party specifying the nature of the alleged default and provide the other Party a reasonable opportunity of at least 15 calendar days to cure the default before exercising any remedy related to the alleged default.

B. Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond any applicable grace or Notice and opportunity to cure period, the other Party will have the right to enforce the terms and provisions of this Agreement and pursue any legal or equitable relief to which the non-defaulting Party may be entitled.

C. Any remedy or relief described in this Agreement will be cumulative of, and in addition to, any other remedies and relief available at law or in equity.

Section 8.4 Amendment. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, will be binding on the Parties unless made in writing and properly executed by each of the Parties.

Section 8.5 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement will be construed to confer upon any person other than the Parties any rights, benefits, or remedies under or because of this Agreement.

Section 8.6 No Assignment without Approval. Except as provided in Section 5.4, a Party to this Agreement may not assign or transfer its interests under this Agreement without written approval of the other Party, which approval will not be unreasonably withheld.

Section 8.7 No Joint Venture or Agency. This Agreement will not be construed in any form or manner to establish a joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and between the Parties.

Section 8.8 Severability. If any term or provision of this Agreement is void or unenforceable as determined by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 8.9 Survival of Obligations. All provisions of this Agreement that impose a continuing obligation on a Party, including warranty, indemnification, limitation of liability, and confidentiality, survive the expiration or termination of this Agreement.

Section 8.10 Applicable Law; Venue. This Agreement is made under and is governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute of this Agreement lies exclusively in a state district court in Travis County, Texas.

Section 8.11 Counterparts. The Parties may execute this Agreement in one or more duplicate

originals each of equal dignity.

Section 8.12 Electronic Signatures. The use of electronically transmitted signatures, in place of original signatures on this Agreement is expressly allowed. The Parties intend to be bound by the signatures on such electronically transmitted document; are aware that the other Party will rely on the electronically transmitted signatures; and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

Section 8.13 No Waiver. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or any covenant by any Party, or their successors or assigns, whether the violations are known or not, does not constitute a waiver or estoppel of the right to do so.

Section 8.14 Governmental Authority. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the operation and maintenance of the Renovations constructed under the terms of this Agreement, except as specifically waived or modified herein or by specific action of the City Council, nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of the same.

Section 8.15 Binding. This Agreement is binding upon and inures to the benefit of the Parties and their representatives, successors, and assigns.

Section 8.16 Authority to Execute. 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, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or with respect to City's and Family Eldercare's respective governmental immunity under the Constitution and laws of the State of Texas.

Section 8.17 Complete Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

{remainder of page intentionally left blank, signatures follow}

THIS AGREEMENT is duly executed by the Parties to this Agreement on the respective dates following each Party's signature and is effective on the Effective Date.

FAMILY ELDERCARE: **FAMILY ELDERCARE, a Texas nonprofit corporation**

By: 

Name: Kent Herring

Title: Chief Executive Officer

74-2286387

Family Eldercare Tax ID Number

Date: 06 / 16 /2022

{signature follows}

THE CITY:

CITY OF AUSTIN, TEXAS, a Texas home rule municipal corporation organized and operating under Chapter 9, Texas Local Government Code

By: 

Name: Mandy DeMayo

Title: Deputy Director, City of Austin Housing & Planning Department

Date: 12 / 28 / 2022

APPROVED AS TO FORM:

City of Austin
Law Department



Alice Geyer
Assistant City Attorney

Attachments:

Exhibit A: Renovations

Exhibit A

Renovations

The Renovations include the following scopes of work:

NARRATIVE:

Site

- Removal of 55 parking spaces, and replace with landscaping, garden space, and softscape. (36 parking spaces remain, as does the Loading Zone).
- Addition of decomposed granite walking trail along the north, west, and a portion of the south property perimeter.
- Add planting beds for gardening and landscaping enhancements.
- Addition of Cedar trellis with ADA accessible deck area where swimming pool previously was located.
- Addition of chain link enclosed dog park.
- Additional of 10 blooming tree species (Texas Mountain Laurel or Crepe Myrtle) to screen the adjacent parking lot to the north.
- Add wrought iron fence along north property line adjacent to the parking lot and new wooden plank privacy fence on the west and south, adjacent to the residential and hotel uses.
- Provide secured bicycle racks/parking, picnic tables, seating benches, and other miscellaneous outdoor furniture and shade opportunities.
- Add LED heads to existing parking lot pole lights to increase lighting levels throughout the site.

Exterior Building

- Install new Family Eldercare signage on the building - east front.
- Pest treatment to remove wasp nests and fire ant piles.
- Exterior building caulking maintenance to prevent water intrusion.
- Exterior door hardware re-work for security access control.
- East canopy maintenance (strut re-attachment and re-seal roof).
- Security camera and system upgrades around the building perimeter.

Interior First Floor

- Remove all corridor carpet to be replaced with LVT or Tile.
- All public area carpet/flooring to be replaced with LVT or Tile.
- Add a secondary, secured lobby space which would include access to the 24-hour reception through a transaction window. This area will also include mail/package area for ease of the United States Postal Service, Amazon, Fed-Ex, etc.
- Add 4 back of house offices and a conference room for employees.
- Demo one guest room and convert to office space.

- Using existing plumbing for an employee breakroom/workroom. Finishes and appliances to be updated.
- Leasing manger office can be accessed to new and existing tenants which is located directly adjacent to secondary entrance.
- Using existing room to create a tenant computer lab with large window for employees to visually see who is in the space.
- Keep existing unisex restrooms.
- Convert existing office at the rear of the building into a pantry storage space. Add shelving to all walls.
- Demo walls and add plumbing and power to create a community kitchen which will include a full-size refrigerator, stove, oven, and ADA sink. Island added to have seating space within community kitchen.
- Laundry room and equipment to remain in place.
- Convert desk area adjacent to laundry to be a phone room for tenants to make private calls.
- Relocate water fountain.

Interior Second Floor

- Remove all corridor carpet to be replaced with LVT or Tile.
- Storage room located on plan east corner to be converted to fitness room. Replace flooring, add power, and adding a storefront window system.
- Convert existing guest suite to be 3 additional offices, storage, and a restroom for employees.
- Demo standard and suite guest rooms and reconfigure. Relocate a standard bedroom, which will create a community gathering space/game room for tenants and will also include a restroom.

Interior Third Floor

- Remove all corridor carpet to be replaced with LVT or Tile.
- Storage room located on plan east corner to be converted to rotating employee office space. Shift rated wall further into the corridor, enlarging the room.
- Eliminate a total 2 guest rooms.
- Convert existing guest suite to be gathering space for tenants with a restroom.
- Demo standard guest room and guest suites. Reconfigure to a standard guest room in new location. Create a training room for employees including a restroom. This new room will be connected by a 12'-0" accordion door to a gathering room for tenants.

Guest Rooms

- Remove all carpet and replace with LVT flooring.
- Remove all bathtubs and replace with tiled roll in showers with grab bars and seats for accessible units and wall blocking to accept grab bars and seats in all other guest units.
- Remove all king size beds, mattresses and headboards. Replace with double size beds, mattresses, and headboards.

SPECIFICATIONS:

Site Construction

1. 475' New 6' Iron Fence - North Property Line
2. 750' New 8' Wood Fence - West/South Property Lines
3. Dog Park, including 425' Vinyl covered Chain Link Fence system
4. Demo 50 Concrete Parking Spaces
5. 525' New Concrete Curb/Gutter
6. New Fire Lane / HC Striping / Paint
7. Softscape Upgrades:
 - a. Garden Bed Materials
 - b. 8100 SF of Soil & Sod (25 pallets)
 - c. Irrigation & Plumbing spicket Upgrades
 - d. (12) 4" caliper trees
 - e. (35) 3 gallon plantings
 - f. (50) 1 gallon plantings
8. 40'x25' Cedar Trellis w/ Footings & walkable surface beneath
9. 800 Linear Feet Compacted Decomposed granite walking trail
10. Outdoor Furnishings:
 - a. Benches
 - b. Picnic Tables
 - c. Umbrella / Shading Devices
 - d. Bicycle Rack & Enclosure
11. Security Upgrades:
 - a. Exterior Camera Security System
 - b. Lighting Upgrades to existing poles & site
 - c. Sliding Iron Gate System
12. Signage with Crane Installation

Exterior Building Construction

1. Signage with Crane Installation
2. Exterior Building Caulking Maintenance
3. Exterior door Hardware re-work for security access
4. East Canopy maintenance (strut re-attachment/roof seal)

5. Pest Treatment / Wasp Removal

Interior Construction

1. Demolition of all interior areas scheduled for improvements
2. Public Area Improvements
3. Public Space Furniture
4. Guest Room Improvements (78 rooms)

Soft Costs / Miscellaneous Items

1. Movers
2. Public Area Fixtures, Furniture & Equipment
3. Contingency Fees
4. Pre-Development Fees (Architect, MEP, Structural, Civil, Landscape, Legal, Other Consultants)
5. Project Management (Family Eldercare and/or Consultant)
6. Contractor Insurance, Overhead
7. Site Security



Council Question and Answer

Related To

Item #40

Meeting Date

August 31, 2023

Additional Answer Information

Item #40: Authorize negotiation and execution of an amendment to the legal services agreement with McGinnis Lochridge for services related to the development of multiple properties owned by the University of Texas to increase the contract by \$228,000, for a total contract amount not to exceed \$300,000.

QUESTION/ANSWER: Mayor Pro Tem Ellis' Office

1) *Please provide information on which UT properties this relates to and the status of their development?*

The City and the University of Texas are establishing a dialogue regarding the development of University properties around the City and other potential partnership opportunities. At this early stage, the parties are creating the framework for this discussion and partnership.



Council Question and Answer

Related To

Item #42

Meeting Date

August 31, 2023

Additional Answer Information

Item #42: Approve an ordinance waiving or reimbursing certain fees for City public aquatics facilities, except Barton Springs Pool, from August 9, 2023, through September 30, 2023.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *What was the total pool fee revenue in 2019? How much of that revenue was accounted for by income from Barton Springs pool fees?*

The total Pool Fee Revenue in 2019 was \$4,067,673.21. Below outlines the revenue accounting by aquatic facility.

Total \$4,067,673.21

Barton Springs \$3,065,235.95

Bartholomew \$147,141.86

Deep Eddy \$585,867.26

Garrison \$65,658.00

Mabel Davis \$29,692.00

Northwest \$119,121.14

Walnut Creek \$39,029.00

Springwoods \$15,928.00



Council Question and Answer

Related To

Item #49

Meeting Date

August 31, 2023

Additional Answer Information

Item #49: Authorize negotiation and execution of Amendment No. 15 to an agreement with Ending Community Homelessness Coalition, Inc., to provide expanded training and technical assistance, continued work on creating and adopting process improvements and written standards, and additional work related to promoting equity in the homelessness response system, to add two twelve-month extension options each in an amount not to exceed \$650,000, for a revised total agreement amount not to exceed \$3,912,051.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached is the FY23 Scope of Work which includes required deliverables.

2) *Please specify if the scope of work will change in any way with this amendment.*

Staff are in the negotiating phase of the agreement and a few changes will be made to the scope of work.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

Attached are the Q1, Q2, and Q3 ECHO performance reports and below is a table with performance measures.

Deliverables	Deliverable Provided by Agency
Coordination and Submission of HUD CoC NOFO	Q1 – Q3 Report Attached
HMIS Administration and Management (trainings, data quality, users, programs)	Q1 – Q3 Report Attached
Coordinated Entry Management and Administration	Q1 – Q3 Report Attached
Administrative Support of the CoC Governance	Q1 – Q3 Report Attached
Homelessness Program and Provider Technical Assistance and Capacity Building	Q1 – Q3 Report Attached
Annual Federal Systems Reporting	Q1 – Q3 Report Attached
City of Austin Homelessness Planning and Initiatives (Special Projects)	Q1 – Q3 Report Attached
Outcomes of ECHO Special Projects	Q1 – Q3 Report Attached



QUARTERLY PERFORMANCE REPORT

Q1: *October 1, 2022- December 31, 2022*

GRANT: *ECHO —SS02316-FY23*

CONTINUUM OF CARE ACTIVITIES COMPLETED:

1. Leadership Council Support: Supported by ECHO, with our Coalition & Capacity Building Manager as the primary liaison, the TX-503 Continuum of Care Board, The Homelessness Response System (HRS) Leadership Council met on October 3, 2022, November 7, 2022, and December 2, 2022. ECHO staff worked to provide staff support for each of the five HRS Governance Committees.

- Crisis Response
- Permanent Housing
- System Improvement
- Equity
- Performance Monitoring

ECHO also continued supporting Leadership Council and the HRS Governance Committees through the development, review, and adoption of the HRS Roadmap that will guide the work through the end of the year. ECHO staff also supported the Leadership Council in developing a plan to operationalize the Compensation Policy for people with lived experience of homelessness and equity advocates (not otherwise compensated). ECHO is hopeful that those eligible for compensation under this policy will be fully compensated next quarter.

2. Permanent Housing Committee Support: Supported by ECHO, Leadership Council has approved the new *Permanent Housing Committee* as part of the HRS governance structure. This committee met on October 31, 2022, and November 28, 2022. The committee's co-chairs are Dr. Charles Moody, Dawn Perkins and Callie Torres. The committee approved the HRS Roadmap and has prioritized the following focus areas.

- Property Engagement Workgroup
- Navigation Expansion Workgroup
- Rapid Re-Housing Workgroup
- Permanent Supportive Housing Workgroup
- VAWA Workgroup

3. Performance Monitoring Committee Support: Supported by ECHO, Leadership Council has approved the new *Performance Monitoring Committee* as part of the HRS governance structure. This committee will begin met on October 17, 2022, and December 19, 2022. The co-chairs of this committee are Nivar, City of Austin and Andrea Berry, The Salvation Army. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Coordinated Entry Workgroup
- HMIS Workgroup
- CoC NOFO & Scorecard Workgroup
- CoC Independent Review Team (ad hoc, annually)



QUARTERLY PERFORMANCE REPORT

Q1: October 1, 2022- December 31, 2022

GRANT: ECHO —SS02316-FY23

- PIT Count Planning Workgroup (ad hoc, annually)

4. Crisis Response Committee Support: Supported by ECHO, Leadership Council has approved the new *Crisis Response Committee* as part of the HRS governance structure. This committee will begin met on October 10, 2022, October 24, 2022, November 28, 2022, and December 12, 2022. The co-chairs of this committee are Mark , Sunrise Navigation Center and Mia Greere, C2H. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Outreach and Engagement Workgroup
- Crisis Bed Workgroup
- Encampment Response Workgroup
- Diversion Scaling Workgroup

5. Equity Committee Support: Supported by ECHO, Leadership Council has approved the new *Equity Committee* as part of the HRS governance structure. This committee will begin met on October 13, 2022, November 10, 2022, and December 8, 2022. The co-chairs of this committee are Summer Wright and Netanya Jamieson. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- HRS Tools Workgroup
- Professional Development/ Training Workgroup
- Policies and Procedures Workgroup

6. System Improvement Committee Support: Supported by ECHO, Leadership Council has approved the new *System Improvement Committee* as part of the HRS governance structure. This committee will begin met on October 19, 2022, November 16, 2022, and December 21, 2022. The co-chairs of this committee are Sasha Rose, BASTA and Pamela Bryant, Walking by Faith Prison Ministry. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Capacity Building Workgroup
- Systems Involvement Workgroup
- Free Transportation Workgroup
- Employment Workgroup
- Healthcare Workgroup
- Mental Health and Substance Abuse Workgroup

7. CoC Planning & Collaborative Applicant Duties: The Strategy and Community Planning department closed out the 2023 Community Training calendar for the year. ECHO staff has received overwhelming positive feedback on this project from both service providers and community stakeholders. ECHO staff spent the coordinating the 2022 ECHO Strategic Plan. This project required extensive community engagement, staff interviewing and coordination, and coordinating with members of Leadership Council and ECHO's Non-Profit Board. ECHO staff also launched Spend down Performance Improvement Plans (PIP) for three CoC funded agencies (Housing Authority of Travis County and Lifeworks) and continued the PIP process for Caritas of Austin.



QUARTERLY PERFORMANCE REPORT

Q1: October 1, 2022- December 31, 2022

GRANT: ECHO —SS02316-FY23

8. Homeless Management Information System (HMIS): The ECHO HMIS department continues to provide technical assistance and support through our helpdesk system and is continuing its rollout of the new online learning management system (LMS) to allow for the design, efficient provision, and wider distribution of more community trainings related to HMIS use and data quality, including future new user trainings. The HMIS department trained 79 new users over 14 new user trainings during this quarter. HMIS also continued to work with the ECHO Research and Evaluation department to develop the community-facing dashboards to track and further the homelessness response system's progress, which includes the goals and work outlined during the March 2021 Summit to Address Unsheltered Homelessness now known as Finding Home ATX.

9. Research & Evaluation: The department is continuing to work on an internal dashboard that helps service providers, the Coordinated Entry department, and funders understand system flow. This department also continues its collaboration with the HMIS department to rollout the community-facing dashboards to track and further the homelessness response system's progress, which includes the goals and work outlined during the March 2021 Summit to Address Unsheltered Homelessness now known as Finding Home ATX. ECHO's Research and Evaluation team worked diligently to close out the Data for Equity Qualitative Research Project. ECHO staff launched a website and facilitated a community event, sharing the results of the research project and asked for continued partnership as the work continues. ECHO staff also completed the Austin/ Travis County Data Assessment (lead by the third party consultant) and presented to Leadership council and ECHO Leadership Team.

SYSTEM IMPROVEMENT WORK:

- 1. Housing Partnerships:** ECHO staff continues to work closely with community stakeholders to 1) provide technical assistance and program support to service providers regarding housing location and placement and 2) develop partnerships with housing providers that will grow the portfolio of units available for the homelessness response system. ECHO staff has provided weekly technical assistance and thought partnership regarding Redfield and Sweeny properties. ECHO staff also launched the Real Estate Incentive Program. This program, in partnership with Mayor Steve Alder, provides financial incentives to Real Estate Agents that partner with the Homeless Response System for identifying units and assist with the housing placement process.
- 2. Ending Youth Homelessness:** ECHO continues supporting the YHDP programs run by LifeWorks, which are still working to achieve Functional Zero for youth experiencing homelessness. ECHO staff work closely with LifeWorks to support their efforts. ECHO's Coordinated Entry Department supports staffing for placements from the by-name list and regular tracking of needed referrals and placements to meet goals, and ECHO's HRS Strategy Department supports system planning work & monitoring.



QUARTERLY PERFORMANCE REPORT

Q1: October 1, 2022- December 31, 2022

GRANT: ECHO —SS02316-FY23

- 3. Focus on Healthcare:** ECHO monitors CDC updates and public health best practices for homelessness services and works to provide information to clients and agencies regarding vaccine awareness and access. ECHO staff continue to participate in conversations with Central Health and other health care providers regarding healthcare for the homeless, with a continued focus on connecting health care resources to the ongoing community response to the COVID pandemic. ECHO staff has advanced collaboration and leveraging services with healthcare providers as part of the CoC Program Special NOFO for Addressing Unsheltered Homelessness. ECHO staff worked closely with healthcare providers, this quarter, to develop a Healthcare Collaborative. The purpose of the Healthcare Collaborative is to support PSH programming and participants with mobile medical services (medical, mental health, peer support, substance abuse, etc.)
- 4. Emergency Shelter System:** ECHO staff worked closely with Urban Alchemy and Austin Area Urban League as they take over the ARCH and Southbridge contracts. ECHO staff has met staff at both agencies bi-monthly to assist with transition planning, staff onboarding, and technical assistance and program support. ECHO staff will continue to meet with staff at both agencies as needed through the end of the year. ECHO staff also collaborated with the City of Austin Homeless Strategy Department regarding a HUD Technical Assistance (TA) Request for support with coordinating the Emergency Shelter System. This quarter the ECHO staff developed a core team including ECHO staff, CoA staff, Emergency Shelter staff, and people with lived experience of homelessness. The projects kick off meeting was held Thursday, December 15, 2022. The Core Team plans to meet at least monthly through 2023.

COORDINATED ENTRY UPDATE:

- 1.** ECHO Coordinated Entry staff have been coordinating with community staff members to stand up and support the new Crisis Response Committee and its various Work Groups. Co-chairs are currently Mark Hilbelink and Mia Greer, and the group meets twice monthly. ECHO facilitated a crisis-response services grant opportunity in conjunction with the Funding Alignment Group of the Leadership Council. ECHO staff has provided training and onboarding support for the three organizations funded through the Austin Street Outreach Collaborative (ASOC). ECHO staff facilitate By Name List staffing to coordinate services across service providers who are providing similar services and/or providing services to similar populations. Facilitated staffing are currently available for Rapid Rehousing Providers, Permanent Supportive Housing and Street Outreach Providers, US Military Veteran-Dedicated Program Providers, and Youth and Young Adult-Dedicated Program Providers. ECHO has expanded the network of trained community assessors to 6 fully trained active community assessors across 4 different agencies.



QUARTERLY PERFORMANCE REPORT

Q2: January 1, 2023- March 31, 2023

GRANT: ECHO —SS02316-FY23

CONTINUUM OF CARE ACTIVITIES COMPLETED:

1. Leadership Council Support: Supported by ECHO, with our Coalition & Capacity Building Manager as the primary liaison, the TX-503 Continuum of Care Board, The Homelessness Response System (HRS) Leadership Council met on January 9, 2023, February 6, 2023, March 6, 2023. ECHO staff worked to provide staff support for each of the five HRS Governance Committees.

- Crisis Response
- Permanent Housing
- System Improvement
- Equity
- Performance Monitoring

ECHO also continued supporting Leadership Council and the HRS Governance Committees through the development, review, and adoption of the HRS Roadmap that will guide the work through the end of the year. ECHO staff also supported the Leadership Council in developing a plan to operationalize the Compensation Policy for people with lived experience of homelessness and equity advocates (not otherwise compensated). ECHO is hopeful that those eligible for compensation under this policy will be fully compensated next quarter.

2. Permanent Housing Committee Support: Supported by ECHO, Leadership Council has approved the new *Permanent Housing Committee* as part of the HRS governance structure. This committee met on January 30, 2023, February 27, 2023, March 27, 2023. The committee's co-chairs are Dr. Charles Moody and Dawn Perkins. The committee approved the HRS Roadmap and has prioritized the following focus areas.

- Property Engagement Workgroup
- Navigation Expansion Workgroup
- Rapid Re-Housing Workgroup
- Permanent Supportive Housing Workgroup
- VAWA Workgroup

3. Performance Monitoring Committee Support: Supported by ECHO, Leadership Council has approved the new *Performance Monitoring Committee* as part of the HRS governance structure. This committee met on January 16, 2023, February 20, 2023, and March 20, 2023. The co-chairs of this committee are Nivar, Travis County and Andrea Berry, The Salvation Army. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Coordinated Entry Workgroup
- HMIS Workgroup
- CoC NOFO & Scorecard Workgroup
- CoC Independent Review Team (ad hoc, annually)



QUARTERLY PERFORMANCE REPORT

Q1: January 1, 2023 - March 31, 2023

GRANT: ECHO —SS02316-FY23

- PIT Count Planning Workgroup (ad hoc, annually)

4. Crisis Response Committee Support: Supported by ECHO, Leadership Council has approved the new *Crisis Response Committee* as part of the HRS governance structure. This committee will begin met on January 23, 2023, February 13, 2023 and March 18, 2023. The co-chairs of this committee are Mark , Sunrise Navigation Center and Mia Greere, C2H. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Outreach and Engagement Workgroup
- Crisis Bed Workgroup
- Encampment Response Workgroup
- Diversion Scaling Workgroup

5. Equity Committee Support: Supported by ECHO, Leadership Council has approved the new *Equity Committee* as part of the HRS governance structure. This committee will begin met on January 12, 2023, February 19, 2023, and March 9, 2023.. The co-chairs of this committee are Summer Wright and Netanya Jamieson. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- HRS Tools Workgroup
- Professional Development/ Training Workgroup
- Policies and Procedures Workgroup

6. System Improvement Committee Support: Supported by ECHO, Leadership Council has approved the new *System Improvement Committee* as part of the HRS governance structure. This committee will begin met on January 18, 2023, February 15, 2023, and March 15, 2023. The co-chairs of this committee are Sasha Rose, BASTA and Pamela Bryant, Walking by Faith Prison Ministry. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Capacity Building Workgroup
- Systems Involvement Workgroup
- Free Transportation Workgroup
- Employment Workgroup
- Healthcare Workgroup
- Mental Health and Substance Abuse Workgroup

7. CoC Planning & Collaborative Applicant Duties: The Strategy and Community Planning department hired and onboarded new staff this quarter for the positions of Governance Manager and Grants Manager. ECHO staff was notified by HUD that the community was awarded funding for the two projects submitted through the Special NOFO. ECHO staff brought program staff together to congratulate them and begin developing plans for each project's launch. ECHO staff supported Front Steps' PSH project in preparation of their HUD Monitoring Visit. ECHO staff continues to work on the Implementation of the 2023 Strategic Plan. ECHO staff also continues support CoC funded agencies on



QUARTERLY PERFORMANCE REPORT

Q1: January 1, 2023 - March 31, 2023

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Spenddown Performance Improvement Plans (PIP) for three CoC funded agencies (Housing Authority of Travis County and Lifeworks) and continued the PIP process for Caritas of Austin.

8. Homeless Management Information System (HMIS): The ECHO HMIS department was awarded private funding to support an expansion project that will eliminate license fees for HMIS users in the HRS. ECHO staff has received ongoing feedback that this expansion will remove the intensive cost burden for BIPOC led / community-based organizations interested in participating in the data base. ECHO staff continues to provide technical assistance and support through our helpdesk system and is continuing its rollout of the new online learning management system (LMS) to allow for the design, efficient provision, and wider distribution of more community trainings related to HMIS use and data quality, including future new user trainings. The HMIS department trained 90 new users over 14 new user trainings during this quarter.

9. Research & Evaluation: The ECHO Research and Evaluation department in collaboration with a Research consultant to begin the implementation of the HRS Data Maturity Plan. ECHO staff also worked closely with the AT Home Initiative regarding development of the Evaluation Tool. ECHO staff continues to work collaboratively with the City of Austin Homeless Strategy Division's efforts to develop and integrate a Rapid Rehousing Performance Scorecard with the hope that it can be rolled out to service providers in Q3. The department is continuing to work on an internal dashboard that helps service providers, the Coordinated Entry department, and funders understand system flow. This department also continues its collaboration with the HMIS department to rollout the community-facing dashboards to track and further the homelessness response system's progress, which includes the goals and work outlined during the March 2021 Summit to Address Unsheltered Homelessness now known as Finding Home ATX.

SYSTEM IMPROVEMENT WORK:

1. Housing Partnerships: ECHO staff continues to work closely with community stakeholders to 1) provide technical assistance and program support to service providers regarding housing location and placement and 2) develop partnerships with housing providers that will grow the portfolio of units available for the homelessness response system. ECHO staff has provided weekly technical assistance and thought partnership regarding Redfield and Sweeny properties. ECHO staff continues to collaborate with community stakeholders to support the Real Estate Incentive Program. This program, in partnership with Mayor Steve Alder, provides financial incentives to Real Estate Agents that partner with the Homeless Response System for identifying units and assist with the housing placement process. ECHO staff has added 30 units to the HRS this quarter and is working with the City of Austin's Housing and Planning Division to renew the Property Incentives Grant.



QUARTERLY PERFORMANCE REPORT

Q1: January 1, 2023 - March 31, 2023

GRANT: ECHO —SS02316-FY23

2. **Ending Youth Homelessness:** ECHO continues supporting the YHDP programs run by LifeWorks, which are still working to achieve Functional Zero for youth experiencing homelessness. ECHO staff work closely with LifeWorks to support their efforts. ECHO's Coordinated Entry Department supports staffing for placements from the by-name list and regular tracking of needed referrals and placements to meet goals, and ECHO's HRS Strategy Department supports system planning work & monitoring.
3. **Focus on Healthcare:** ECHO monitors CDC updates and public health best practices for homelessness services and works to provide information to clients and agencies regarding vaccine awareness and access. ECHO staff continue to participate in conversations with Central Health and other health care providers regarding healthcare for the homeless, with a continued focus on connecting health care resources to the ongoing community response to the COVID pandemic. ECHO staff has advanced collaboration and leveraging services with healthcare providers as part of the CoC Program Special NOFO for Addressing Unsheltered Homelessness. ECHO staff worked closely with healthcare providers, this quarter, to develop a Healthcare Collaborative. The purpose of the Healthcare Collaborative is to support PSH programming and participants with mobile medical services (medical, mental health, peer support, substance abuse, etc.)
4. **Emergency Shelter System:** ECHO staff continues to work closely with Urban Alchemy and Austin Area Urban League as they take over the ARCH and Southbridge contracts. ECHO staff has met staff at both agencies bi-monthly to assist with transition planning, staff onboarding, and technical assistance and program support. ECHO staff will continue to meet with staff at both agencies as needed through the next quarter. ECHO staff also collaborated with the City of Austin Homeless Strategy Department regarding a HUD Technical Assistance (TA) Request for support with coordinating the Emergency Shelter System. ECHO staff has developed a core team including ECHO staff, CoA staff, Emergency Shelter staff, and people with lived experience of homelessness. The Core Group Meets monthly to support the Shelter Assessment and Re-imagining Efforts. ECHO staff assisted the City of Austin Homeless Strategy Division with an intensive comparable cities research project.

COORDINATED ENTRY UPDATE:

1. ECHO Coordinated Entry staff have been coordinating with community staff members to stand up and support the new Crisis Response Committee and its various Work Groups. Co-chairs are currently Mark Hilbelink and Mia Greer, and the group meets twice monthly. ECHO facilitated a crisis-response services grant opportunity in conjunction with the Funding Alignment Group of the Leadership Council. ECHO staff has provided training and program support for the three organizations funded through the Austin Street Outreach Collaborative (ASOC).



QUARTERLY PERFORMANCE REPORT

Q1: January 1, 2023 - *March 31, 2023*

GRANT: ECHO —SS02316-FY23

ECHO staff facilitate By Name List staffing to coordinate services across service providers who are providing similar services and/or providing services to similar populations. Facilitated staffing are currently available for Rapid Rehousing Providers, Permanent Supportive Housing and Street Outreach Providers, US Military Veteran-Dedicated Program Providers, and Youth and Young Adult-Dedicated Program Providers. ECHO has expanded the network of trained community assessors to 11 fully trained active community assessors across 4 different agencies.



QUARTERLY PERFORMANCE REPORT

Q3: April 1, 2023- June 30, 2023

GRANT: ECHO —SS02316-FY23 - ECHO

CONTINUUM OF CARE ACTIVITIES COMPLETED:

1. Leadership Council Support: Supported by ECHO, with our Coalition & Capacity Building Manager as the primary liaison, the TX-503 Continuum of Care Board, The Homelessness Response System (HRS) Leadership Council met on 4/3/23, 5/1/23, and 6/5/23. ECHO staff worked to provide staff support for each of the five HRS Governance Committees.

- Crisis Response
- Permanent Housing
- System Improvement
- Equity
- Performance Monitoring

ECHO also continued supporting Leadership Council and the HRS Governance Committees through the development, review, and adoption of the HRS Roadmap that will guide the work through the end of the year. ECHO staff also supported the Leadership Council in developing a plan to operationalize the Compensation Policy for people with lived experience of homelessness and equity advocates (not otherwise compensated). ECHO is hopeful that those eligible for compensation under this policy will be fully compensated next quarter.

2. Permanent Housing Committee Support: Supported by ECHO, Leadership Council has approved the new *Permanent Housing Committee* as part of the HRS governance structure. This committee met on 4/24/23 and 6/15/23. The committee's co-chairs are Dr. Charles Moody, Dawn Perkins and Callie Torres. The committee approved the HRS Roadmap and has prioritized the following focus areas.

- Property Engagement Workgroup
- Navigation Expansion Workgroup
- Rapid Re-Housing Workgroup
- Permanent Supportive Housing Workgroup
- VAWA Workgroup

3. Performance Monitoring Committee Support: Supported by ECHO, Leadership Council has approved the new *Performance Monitoring Committee* as part of the HRS governance structure. This committee met on 4/17/23, 5/25/23, and 6/29. The co-chairs of this committee are Nivar, City of Austin and Andrea Berry, The Salvation Army. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Coordinated Entry Workgroup
- HMIS Workgroup
- CoC NOFO & Scorecard Workgroup
- CoC Independent Review Team (ad hoc, annually)
- PIT Count Planning Workgroup (ad hoc, annually)



QUARTERLY PERFORMANCE REPORT

Q3: April 1, 2023 - June 30, 2023

GRANT: ECHO —SS02316-FY23

4. Crisis Response Committee Support: Supported by ECHO, Leadership Council has approved the new *Crisis Response Committee* as part of the HRS governance structure. This committee will begin met on 4/10/23, 5/22/23, and 6/12/23. The co-chairs of this committee are Mark, Sunrise Navigation Center and Mia Greere, C2H. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Outreach and Engagement Workgroup
- Crisis Bed Workgroup
- Encampment Response Workgroup
- Diversion Scaling Workgroup

5. Equity Committee Support: Supported by ECHO, Leadership Council has approved the new *Equity Committee* as part of the HRS governance structure. This committee will begin met on 4/13/23 and 5/11/23. The co-chairs of this committee are Summer Wright and Kimberly Holiday. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- HRS Tools Workgroup
- Professional Development/ Training Workgroup
- Policies and Procedures Workgroup

6. System Improvement Committee Support: Supported by ECHO, Leadership Council has approved the new *System Improvement Committee* as part of the HRS governance structure. This committee will begin met on 4/19/23. The co-chairs of this committee are Sasha Rose, BASTA and Pamela Bryant, Walking by Faith Prison Ministry. The committee has approved the HRS Roadmap and have prioritized the following focus areas.

- Capacity Building Workgroup
- Systems Involvement Workgroup
- Free Transportation Workgroup
- Employment Workgroup
- Healthcare Workgroup
- Mental Health and Substance Abuse Workgroup

7. CoC Planning & Collaborative Applicant Duties: The Strategy and Community Planning department facilitated the following Community Trainings this quarter, Equal Access and Violence Against Women Act (VAWA). ECHO staff continues to work with Urban Alchemy to plan to facilitate a Deescalating Training for all community stakeholders. ECHO staff worked to create and roll out the Implementation of the ECHO FY23 Strategic Plan based by the ECHO Board of Directors in March 2023. ECHO staff worked intensely with the CoC Board (Leadership Council) to review, evaluate and revise the polies needed to open the FY23 CoC Program Local Competition. This preparation includes weekly meetings with the non-conflicted members of Leadership Council and delegates to ensure Council is prepared to make informed decisions about the decision points for the FY23 CoC Program NOFO. ECHO staff also launched Spend down Performance Improvement



QUARTERLY PERFORMANCE REPORT

Q3: April 1, 2023 - June 30, 2023

GRANT: ECHO —SS02316-FY23

Plans (PIP) for three CoC funded agencies (Housing Authority of Travis County and Life-works) and continued the PIP process for Caritas of Austin.

8. Homeless Management Information System (HMIS): The ECHO HMIS department continues to provide technical assistance and support through our helpdesk system and is continuing its rollout of the new online learning management system (LMS) to allow for the design, efficient provision, and wider distribution of more community trainings related to HMIS use and data quality, including future new user trainings. The HMIS department trained 100 new users during this quarter. HMIS also continued to work with the ECHO Research and Evaluation department to develop the community-facing dashboards to track and further the homelessness response system's progress, which includes the goals and work outlined during the March 2021 Summit to Address Unsheltered Homelessness now known as Finding Home ATX. Missing Universal Data Elements (UDE) for Residential Projects- 3% and Street Outreach/ SSO- 2%. Less than 1% of Project Descriptors are missing.

9. Research & Evaluation: The department is continuing to work on an internal dashboard that helps service providers, the Coordinated Entry department, and funders understand system flow. This department also continues its collaboration with the HMIS department to rollout the community-facing dashboards to track and further the homelessness response system's progress, which includes the goals and work outlined during the March 2021 Summit to Address Unsheltered Homelessness now known as Finding Home ATX. ECHO's Research and Evaluation team worked diligently in preparation of publishing the Needs and Gaps Report and The Racial Disparities Report required by HUD. Staff also attended and presented at the National Healthcare for the Homeless annual conference. ECHO staff launched a new initiative to develop program Key Performance Indicators (PKIs) for each intervention type within the HRS. This initiative continues to require intensive stakeholder engagement process with community subject matter experts.

SYSTEM IMPROVEMENT WORK:

1. Housing Partnerships: ECHO staff continues to work closely with community stakeholders to 1) provide technical assistance and program support to service providers regarding housing location and placement and 2) develop partnerships with housing providers that will grow the portfolio of units available for the homelessness response system. ECHO staff has provided weekly technical assistance and thought partnership regarding Redfield and the Hedge 2. ECHO staff is working with the CoA HPD to renegotiate a Property Incentives Contract to replace the contract that ended December 2022. ECHO staff is working collaboratively to evaluate the community housing needs of the HRS and right adjust the staff capacity accordingly.



QUARTERLY PERFORMANCE REPORT

Q3: April 1, 2023 - June 30, 2023

GRANT: ECHO —SS02316-FY23

- 2. Ending Youth Homelessness:** ECHO continues supporting the YHDP programs run by LifeWorks, which are still working to achieve Functional Zero for youth experiencing homelessness. ECHO staff work closely with LifeWorks to support their efforts. ECHO's Coordinated Entry Department supports staffing for placements from the by-name list and regular tracking of needed referrals and placements to meet goals, and ECHO's HRS Strategy Department supports system planning work & monitoring.
- 3. Focus on Healthcare:** ECHO monitors CDC updates and public health best practices for homelessness services and works to provide information to clients and agencies regarding vaccine awareness and access. ECHO staff continue to participate in conversations with Central Health and other health care providers regarding healthcare for the homeless, with a continued focus on connecting health care resources to the ongoing community response to the COVID pandemic. ECHO staff continues to collaborate with Social Finance in the project management needs of the At HOME project. This quarter ECHO submitted required reporting for St. Davids and began the process of renegotiating the annual contract with Social Finance. ECHO staff continues to work with local healthcare providers, stakeholders, and affinity work groups to deepen the cross-system collaboration opportunities.
- 4. Emergency Shelter System:** ECHO staff worked closely with Urban Alchemy and Austin Area Urban League as they take over the ARCH and Southbridge contracts. ECHO staff has met staff at both agencies bi-monthly to assist with transition planning, staff onboarding, and technical assistance and program support. ECHO staff will continue to meet with staff at both agencies as needed through the end of the year. ECHO staff continues to provide thought partnership with the HSD in efforts to complete the Emergency Shelter Assessment and improvement efforts.
- 5. Coordinated Entry Update:** ECHO Coordinated Entry staff have been coordinating with community staff members to stand up and support the new Crisis Response Committee and its various Work Groups. Co-chairs are currently Mark Hilbelink and Mia Greer, and the group meets twice monthly. ECHO facilitated a crisis-response services grant opportunity in conjunction with the Funding Alignment Group of the Leadership Council. ECHO staff has provided training and onboarding support for the three organizations funded through the Austin Street Outreach Collaborative (ASOC). ECHO staff facilitate By Name List staffing to coordinate services across service providers who are providing similar services and/or providing services to similar populations. Facilitated staffing is currently available for Rapid Rehousing Providers, Permanent Supportive Housing and Street Outreach Providers, US Military Veteran-Dedicated Program Providers, and Youth and Young Adult-Dedicated Program Providers. ECHO has expanded the network of trained community assessors to 7 fully trained active community assessors across 3 different agencies. Please see this [link](#) regarding additional information regarding Coordinated Assessment completed this quarter.

Program Work Statement

Program Goals and Objectives

The Ending Community Homelessness Coalition (ECHO) works to engage policymakers, housing providers, and the community to end and prevent homelessness in Austin/Travis County, Texas. As the designated Continuum of Care (CoC) lead agency for Austin/Travis County, ECHO manages the collaborative process to develop and submit the Austin/Travis County application for U.S. Department of Housing and Urban Development (HUD) funding for the annual HUD Continuum of Care Program. ECHO also administers the HUD required Homeless Management Information System (HMIS) and is responsible for system wide outcomes and reporting to HUD.

Accordingly, ECHO undertakes a variety of activities related to this contract including:

Advocacy

- Providing communication, and leadership on awareness of homelessness, housing affordability, and needed community supportive services resources, as well as identifying solutions to these issues
- Promoting Rapid Rehousing and Housing First Permanent Supportive Housing

Operational

- Coordinating the annual Austin/Travis County HUD Continuum of Care application, which includes evaluating and renewing HUD contracts
- Directing, administering, and providing training for the HUD-mandated Homeless Management Information System
- Operating/Expanding the coordinated assessment protocol consistent with HUD requirements set forth in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act

Pay for Performance Pilot

- ECHO supports the creation of a performance scorecard along with Austin Public Health and Social Finance, within ECHO staff capacity, that is used in the City's RRH Pay for Performance Pilot Program as currently modeled. If changes are needed for the model, then additional negotiations may be required.
- ECHO participates in APH data management meetings where scorecard data will be reviewed and challenges or needed corrections are identified
- APH (Contract and Strategy) will meet on a quarterly with ECHO and HRS Leadership Council staff at the quarterly performance meeting regarding the pilot, results from the scorecard, and implications for the larger homelessness response system.
- APH (Contract and Strategy) will meet with ECHO and HRS Leadership Council as need to determine how to integrate lessons learned into a system-wide (include CoC/ESG, other RRH) RRH scorecard.

Program Clients Served

ECHO is dedicated to planning, prioritizing, and implementing strategies to end homelessness in Austin/Travis County, Texas. As the Continuum of Care lead agency, ECHO works with a Coalition of stakeholders, advocates, and agencies who are engaged with system change work across the community. ECHO's partners include criminal justice agencies, healthcare organizations, local businesses, local and state governing bodies, neighborhood associations, local school districts, individuals and families experiencing homelessness, those who have formerly experienced homelessness, community volunteers, universities, and community colleges.

Program Work Statement

Program Services and Delivery

ECHO will provide the following services:

HMIS administration: Ensuring HMIS is fully compliant with HUD requirements and improve provider utilization of the program as an improvement tool.

Key deliverables:

1. Annual HMIS training will be available to all HMIS users during the contract period inclusive of the following:
 - (a). HMIS team provides in person (when allowable) and remote trainings on data collection workflows, system use, account management, system security, and client privacy protections
 - (b). HMIS team provides comprehensive training for all new users
2. Follow submission requirements of HUD, including the NOFA, in a timely manner
3. Coordinated Entry (CES) administration: ECHO ensures that CES is fully compliant with all Federal requirements inclusive of HUD, HHS and VA directives; and ECHO staff supports the by-name-list for special initiatives.
 - (a). ECHO maintains MOUs with agencies who participate in the CES program that outlines the roles and responsibilities
5. ECHO provides homeless service providers in the Austin/Travis County area training and tools to administer effective programming. To that end, the program will provide at least 20 hours of training to support the needs of the homeless response system.
6. ECHO manages and enhances system reporting and coordination, including the Homeless Information Management System (HMIS), and provides information that will allow homeless service providers to make data-informed decisions as well as inform recommendations for system improvements with a focus on promoting racial equity.
7. ECHO staff supports the development of written standards for all Permanent Housing Interventions requiring Coordinated Entry and Emergency Shelter, Diversion, and Street Outreach, in coordination and by direction of Leadership Council.
8. Ensure that the Housing Inventory Chart (HIC) is fully compliant with HUD requirements
9. Supporting special initiatives using funding allocated to the "Other" budget line-item in the listed Budget and Narrative. This will be used to execute projects, reports, initiatives, and custom HMIS reports at the request of the City of Austin staff or as identified by ECHO, with COA approval. COA staff must clearly determine the scope of such projects and receive a cost estimate from ECHO for the execution of such projects prior to execution. The estimate must sufficiently and reasonably include the required equipment, personnel, and resource costs to ECHO, excluding those costs which may be covered within the agency's normal operations and supported through other parts of this agreement. The estimate must include an estimation of the project timeline and completion date. Upon agreement of a finalized cost quote by COA and ECHO, the agency will receive reimbursement for incurred costs upon the completion of project or deliverable. Any identified increases in costs after the agreed upon quote must be authorized by COA staff

Contract Reporting:

ECHO will submit a quarterly narrative performance report describing the work accomplished in this contract. The quarterly narrative report should be as descriptive as possible. The reports will be uploaded into the online contract management system, according to the following schedule:

All reports are due by 5:00PM on the 15th business day following the end of the quarter as listed below:

- Quarter 1 (October through December)
- Quarter 2 (January through March)
- Quarter 3 (April through June)

Program Work Statement

Quarter 4 (July through September)

The reports should include the following information in addition to the narrative descriptions:

- Coordination and Submission of HUD CoC NOFO
 - o Date submitted CoC Program NOFO/ link posted to ECHO website
 - o Certification of Consistency with the Consolidated Plan
 - o Amount and Projects Awarded/Not Awarded
 - o Any major grant amendment to CoC Planning or HMIS Grants
 - o Monitoring Findings for ECHO
- HMIS Administration and Management (trainings, data quality, users, programs)
 - o # of trainings per quarter
 - o # of new users per quarter
 - o What percentage of Universal Data Elements (UDEs) are missing for Residential Projects?
 - o What percentage of Universal Data Elements (UDEs) are missing for Street Outreach / SSO?
 - o What percentage of Project Descriptor Elements are missing?
- Coordinated Entry Management and Administration
 - o # of Participating Agencies & Programs
 - o Total Initial Assessments completed & Total Reassessments completed.
 - o # of Assessments Completed by each Agency
 - o # of persons trained to complete assessments
 - o # of Assessment Completed by Location
- Administrative Support of the CoC Governance
 - o Number of Leadership Council Meetings during the quarter
 - o Number of Committee Meetings during the quarter
 - o Dates of Stakeholder Meetings
 - o Published Governance Charter and Annual Roadmap
- Homelessness Program and Provider Technical Assistance and Capacity Building
 - o Number of Community Trainings
 - o Number of stakeholders trained and stakeholder agencies
 - o Community Based Initiatives/ Collaboration
 - o Performance Improvement Plans for CoC awardees
- Annual Federal Systems Reporting
 - o Needs and Gaps report (yes/no)
 - o Racial Disparities report (yes/no)
- City of Austin Homelessness Planning and Initiatives (Special Projects)
 - o Dependent on project
- Outcomes of ECHO Special Projects
 - o Dependent on project

ECHO will provide a brief summary of the accomplishments of the agency to support the homelessness

Program Work Statement

response system and identify outstanding issues or concerns which have been identified as agency priorities for the next year.

If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24 of this Agreement, the deadline to submit the quarterly narrative performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday

System for Collecting and Reporting Program Data

ECHO is the Homeless Management Information System (HMIS) administrator for the Austin/Travis county community and provides regular updates to members on homelessness data, advocacy opportunities, and news through the agency website and social media portals.

ECHO makes public all required reports to HUD, including the Housing Inventory Chart, the Point in Time (PiT) Count, and maintains archived reports on the ECHO website, all reports submitted will meet the HUD NOFA standards.

Performance Evaluation

The Homelessness Response System (HRS) Leadership Council and Board of Directors monitor the progress of the Homelessness Response System against the Action Plan to End Homelessness. Stakeholders create a consistent feedback loop for the homeless response system through the governance design of the Continuum of Care. Led by HRS Leadership Council, many committees and task groups have been created that create and edit the policies and priorities of the Continuum of Care. Continuum of Care policies and funding decisions are ultimately decided by HRS Leadership Council, with recommendations from their committees and workgroups. One of the goals of the ECHO is to submit a successful HUD NOFO grant application and the success of our work can be measured by HUD's award of both renewal and new funding, if available. HMIS improvement will be monitored by both the HMIS workgroup and the HRS Leadership Council, the data quality of reports submitted to HUD, the increase in data used by the Austin/Travis County Community and the satisfaction of end users with the training and technical support provided by ECHO staff.

Quality Improvement

ECHO is driving a shift to data-informed decision-making process to support ECHO is driving a shift to data-informed decision-making process to support strategy development, resource allocation, etc. This must include using a racial equity lens to shift practice, policy, and funding decisions to foster greater diversity, equity, and inclusion in all work around addressing racial inequities in housing and homelessness. System improvement deliverables are contingent upon implementation of practice, data, reporting, standards and regular monitoring on the part of COA for COA funded programs. This includes requiring that all COA funded homeless services projects comply with Coordinated Entry, HMIS, Program Design/Written Standards, and other Continuum of Care governance oversight requirements.

Service Coordination with Other Agencies

ECHO is a county-wide coalition of public and private entities in Austin/Travis County. Members include social service and housing agencies such as LifeWorks, Caritas of Austin, Salvation Army, Green Doors, SAFE Alliance; Integral Care, Austin Area Urban League, Family Eldercare, Urban Alchemy, HACA, and Travis County Housing Authority; the City of Austin and Travis County; business leaders like the Downtown Austin Alliance; faith-based groups like the Religious Coalition to Assist the Homeless, Foundation for the Homeless and St. Martin's Lutheran Church; university departments such as the UT LBJ School of Public Affairs and the UT School of Social Work and private citizens.

ECHO participates in the planning and implementation of the Homelessness Week of Action; creates and promotes the work of local providers through the creation of videos through ECHO's Partner Spotlight Series; and other community education opportunities to increase awareness of challenges and

Program Work Statement

solutions. In addition, ECHO participates in community planning and implementation teams targeted as specific initiatives as needed.

ECHO maintains a Memorandum of Understanding (MOU) Agreement with each agency purchasing an HMIS license and participating in data entry in the local HMIS. These MOUs state that ECHO will provide mandatory and supplemental training opportunities, technical assistance and community-wide policies and procedures. These MOUs also state that agencies will follow policies and procedures, protect the confidentiality of the data and maintain a high level of data quality and security. ECHO has an MOU with Integral Care as partners in the Healthy Community Collaborative grant from DSHS to maintain and expand the infrastructure for the Coordinated Assessment system and related data reports .

Service Collaboration with Subgrantees

This contract has no subcontractors and is not a formal collaboration contract.

Community Planning Activities

The CoC application is coordinated by HRS Leadership Council and the related workgroups and committees. The agenda and minutes are posted on the ECHO website. HRS Leadership Council also ensures that project applications are evaluated and a process is created to evaluate and make recommendations to the contracts for renewal funding that is representative of the community.

The ECHO Point in Time Committee is responsible for Point in Time Count operations , methodology, volunteer recruitment, training, and deployment on the day of the count. The Point in Time Count is publicized through social media and print in order to recruit volunteers. HMIS and Research & Evaluation staff oversee the data collection and methodology . Planning for the Point in Time Count begins 6 months prior to the count and is tracked on the ECHO website.



Council Question and Answer

Related To

Item #66

Meeting Date

August 31, 2023

Additional Answer Information

Item #66: Authorize negotiation and execution of Amendment No. 1 to an agreement with Sunrise Community Church d/b/a Sunrise Homeless Navigation Center to operate a permanent supportive housing program, to add one-time funding in an amount not to exceed \$236,257, extend the current term to March 31, 2024, and add three 12-month extension options each in an amount not to exceed \$350,000, for a revised total agreement amount not to exceed \$1,680,007.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached is the FY23 Scope of Work which includes required deliverables.

2) *Please specify if the scope of work will change in any way with this amendment.*

The scope will change to remove the allowance for an advance and to only reference work that is being funded by the City of Austin.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

Please see the table below:

Sunrise EHV-PSH Program	Year to Date performance –	
	3 of 4 quarters reported.	Yearly Goal
Unduplicated Clients Served:	28	32
City Performance Measures:		
1C – Number of households receiving services that maintain housing due to receiving essential services (Numerator)	36	23
1C – Number of households receiving essential services (Denominator)	38	32
1C – Percent of households that maintain housing due to receiving essential services (Success Rate)	94.74%	71.88%
Supplemental Outcomes:		
Number of individuals referred to the program from Coordinated Entry	31	26
Number of individuals housed in the program	12	26

Percentage of individuals referred by Coordinated Entry who are housed	258.33%	100.00%
Total number of individuals in the program who experience an increase in income	5	5
Number of individuals housed in the program	29	26
Percentage of individuals who experience an increase in income either through work or obtaining benefits	17.24%	19.23%

Program Work Statement

Program Goals and Objectives

The goals of the program are to decrease the number of individuals experiencing homelessness in Austin-Travis County, utilize Emergency Vouchers to connect individuals experiencing homelessness to housing, and to increase client housing stability through wrap-around case management and financial assistance.

A one-time advance of up to 10% of the annual program period allocation will be made to the grantee upon execution of the agreement, which will require Unit Manager approval. This advance must be used on activities that have been approved in the Budget and Narrative (Exhibit B.2) and must be in line with APH's Compensation Terms (Exhibit B.3). Documentation of the use of these funds will follow the standard requirements and expenses must be incurred within the program period. The advance payment must be reconciled as credits in the agency's general ledger or acceptable financial backup documentation until the advance is fully reconciled by the end of the program period.

Program Clients Served

Clients served in this program will be individuals experiencing homelessness. Client eligibility will be determined by the COC through HMIS data collection but adheres to the APH Client Eligibility Requirements and households who meet the following definition: Chronically homeless? is defined in section 401(2) of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11360 (McKinney-Vento Act or Act), as an individual or family that is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place for at least 1 year or on at least four separate occasions in the last 3 years. The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability.

Client eligibility will be documented in the clients personnel file and HMIS.

Program Services and Delivery

This program supports 26 or more clients obtain and maintain housing in scattered site locations in Austin. This will be accomplished by providing supportive services and financial assistance through the program team. Staffing includes a, Housing Lead, Landlord Outreach Specialist and Case Manager. In addition to direct client supportive services and financial assistance the program also provides Housing search and landlord engagement and outreach and recruitment.

Collaborate with COC to receive vulnerable/acuity client referrals which are determined in need of permanent supportive housing services Clients will be served with a client/case manager ratio between 10:1 and 15:1.

Sunrise Case Manager is available to touch base with clients weekly to provide a comprehensive array of supportive services that promote long-term housing stability, independence, recovery, and improved health including but not limited to benefits enrollment at Sunrise, client advocacy, financial management, goal planning.

Provide essential transportation for clients via Case Manager staff vehicles.

Program Work Statement

Clients will have tenant orientation, service planning/assessments through their Case Manager.

Clients will have access to all of Sunrise services and partners including but not limited to Sunrise's on-site Benefits Specialist, wellness coordination through Integral Care and CommUnity Clinic, M-F cafe meals at Hub location, aid and hygiene supplies.

Sunrise will ensure basic needs such as furniture and other household items are supplied at or near the move-in date.

Service delivery principles include:

Critical Time Intervention: The Sunrise Homeless Navigation Center trains staff and operates with a strengths-based, holistic model. This structure addresses clients' physical, emotional, and psychological needs. Clients can access services at-will and receive a comprehensive psychosocial assessment. On-site clients receive food, mail, access to medical care, housing assessment, mental health intervention, access to health insurance, substance use referral, benefit support, and crisis referral. We start where the client is and work to address the most immediate needs first.

Motivational Interviewing: Sunrise engages clients individually and collectively with motivational interviewing strategies. Staff and interns balance listening with supportive direction, encourage clients to form their own meaning, empower clients capacity for change, and approach clients with respect and curiosity. Staff always treat clients as equal partners and practice non-judgmental acceptance, compassion, evocation, open questions, affirmations, reflection, exchange of information and constructive future planning.

Trauma-Informed Care: Sunrise staff intervention is guided by evidence-based, trauma-informed principles. Staff and social work interns approach clients with a framework of establishing safety. We work to demonstrate trust and transparency; facilitate peer support; demonstrate collaboration and mutuality; empower clients, voice and choice, and champion cultural, historical and gender diversity. This core-competency model is replicated in the field with Sunrise's mobile team. Sunrise's hotline team provides service access to remote clients and to partner agencies without HMIS access as they engage clients in camps throughout the city. True trauma-informed care meets the clients where they are, as they are. Sunrise is committed to serving all unhoused clients in all circumstances.

Harm Reduction: Sunrise has been instrumental as a front-line provider in promoting harm reduction education to clients in conjunction with prevention, treatment and recovery resources. Sunrise hosts OSAR, Communities for Recovery, HOST team staff, and the AIDS Foundation mobile testing van on site. Sunrise has Naloxone and condoms on hand and works closely with CommUnity Care to facilitate coordinated care to clients. Sunrise co-sponsored the Harm Reduction Townhall and fully supports efforts to reduce overdose deaths, infectious disease and stigma while promoting a philosophy of hope and healing.

Implementation: These program standards are implemented through training and on-going, on-site supervision. Sunrise staff includes an LCSW, an LPC, and several MSWs who ensure the highest ethical standard in client care. Staff are trained in cultural competency, trauma-informed care, harm-reduction, suicidality, and substance use. Staff attend weekly staffing meetings to discuss client care and client services are overseen by licensed staff. Interns receive weekly supervision and attend a weekly professional group discussing client care.

Program Work Statement

System for Collecting and Reporting Program Data

Client data relating to this project will be tracked by the Housing Lead using an internal HIPAA-protected database, HMIS, and physical personnel files.

Client data will be collected weekly and shared with Sunrise leadership.

Client data will be reviewed monthly by Sunrise leadership.

Data related to COA contract will be reported by the Contract Manager.

Key data metrics Sunrise tracks include but are not limited to # of unduplicated clients served, housing placement, housing stability, medication compliance, productive engagement with partner agencies and qualitative measures of client well-being.

Performance Evaluation

Program performance will be evaluated by the Housing Lead on a weekly basis through data analysis

Program performance evaluation will also include surveying clients and staff annually or upon exit of the program

Sunrise leadership reviews key data performance measures quarterly to evaluate progress towards meeting program goals and to determine if the program design is effective

Program trends will be identified to find correlations between services rendered and positive outcomes for clients with the stated goal of increased efficacy of outcome for the target population

Quality Improvement

Program improvements will be identified through client, staff, and partner feedback. Program improvements will be discussed weekly in the Housing Lead and Director meetings. Program improvements that need additional discussion will be brought to monthly All-Lead meetings that includes all organizational leadership. Activities to overcome program challenges include but are not limited to increased staff support, increased client support, collaboration across partner agencies, etc. To ensure corrective actions have been effective, the Sunrise Director will meet with the program's Housing Lead on a weekly basis to discuss performance, improvements, and corrective actions.

Service Coordination with Other Agencies

Although collaborations are a cornerstone of our service model, we are the sole collaborator for this proposal. Sunrise has always been known for how we partner with virtually every agency in our community in service delivery as the most efficient homeless navigation hub. At our Hub location, we provide co-working space for Integral City of Austin Care, CommUnity Care, Capital Area Food Bank, Mission Accomplished, The Other Ones Foundation, Austin Area Urban League, SAFE, Vivent, AIDS Health Foundation, Thift-Ish, Front Steps, THRA, LINC, Charlie Center, Trinity Center, ECHO, DACC, Caritas, Family Eldercare, VA and more - as well as frequent partnering with the City of Austin Homeless Services Department and HOST around issues of homelessness around Austin. Sunrise is usually the primary contributor in any community-wide meeting we are a part of.

Thanks to our mail services at our Hub, all of our teams sign clients up for SNAP Food benefits - roughly 10-15 applications per day go through our various streams. In addition, our new SOAR case worker

Program Work Statement

helps people access their Social Security benefits. We also have MAP signups on site at our Hub location twice a week.

As part of our newest programs, Sunrise Mobile and Sunrise Hotline, we have already served in partnership with Charlie Center, ARCH, Caritas, Travis County Constable Precinct 3, APD, Christ Church of Austin, First Baptist Church of Austin, Little Petal Alliance, Angel House, Our Shared Kitchen, Austin Community College, Travis County Public Defender, SAFE, Integral Care, Lifeworks and more. But for us, this is only the beginning. As we cultivate relationships with mutual aid, faith-based groups and wellness workers from across the community and many others who are doing good work and are not yet a part of the housing intervention system. We can be their connection point so that services are distributed more broadly, equitably, efficiently, and effectively.

Our Mobile team has agreements with the ARCH, Caritas & Christ Church of Austin to use their spaces to do Mobile outreach on a regular basis downtown. We are preparing to not only be a presence in outreach work in downtown, south and far north parts of Austin, but lead in these areas by gathering outreach organizations, divvying up encampments and coalescing strategies across agencies. Additionally, we have a staff member who serves on Leadership Council, a staff member who serves on the City Housing Investment Review Committee and a staff member who co-chairs the Crisis Response Committee within the governance structure.

In addition to our partnership with Integral Care, CommUnity Care, ECHO and the previously mentioned mutual aid and faith-based organizations, we collaborate with other local service providers, Communities for Recovery/OSAR, AIDS Health Foundation, Austin Urban League, Caritas, Psychiatric Emergency Services, Community Health Paramedics, Veterans Affairs, Central Texas Foodbank, MAP, UT Medical and Pharmaceutical Schools, TOOF, Capital Area Food, CARE, Mobile Library, Mission Accomplished Laundry, Miracle Message, City of Austin, Austin Public Health and Travis County Constables who regularly use our facility as a base of operation and/or are in contact with Sunrise staff on a daily basis.

We also facilitate weekly clinics that include the AIDS Health Foundation Mobile Testing station, APH Vaccine Clinics, and Walgreens Vaccine Clinics. Further, we serve as the connection for clients with severe issues to skilled nursing facilities, Community Health Paramedics, and host input sessions for Central Health clients to create long-term health management plans.

As we strengthen our collaborations across the Austin Metro area, we hope to expand our partnerships to include additional housing and landlord associations.

Service Collaboration with Subgrantees

N/A

Community Planning Activities

Sunrise is involved in a variety of ways in planning around the Homelessness Response System and specifically in the area of housing. Sunrise has an employee who sits on the Leadership Council, an employee who co-chairs the Crisis Response Committee of the Homelessness Response System, an employee who sits on the community's Housing Investment Review Committee and representatives on other various committees and workgroups, including PSH workgroup. Sunrise is a key contributor to community PSH and RRH bimonthly staffing.



Council Question and Answer

Related To

Item #68

Meeting Date

August 31, 2023

Additional Answer Information

Item #68: Authorize negotiation and execution of Amendment No. 10 to the interlocal agreement with Austin Travis County Mental Health Mental Retardation Center, d/b/a Integral Care, to provide permanent supportive housing services, to add funds to the current 12-month term in an amount not to exceed \$670,723, for a revised total agreement amount not to exceed \$8,683,341.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Please provide the scope of work and required deliverables for this contract.*

Attached is the scope of work and required deliverables for the contract.

2) *Please specify if the scope of work will change in any way with this amendment.*

There will be no changes to the scope of work through this amendment.

3) *Please provide information on the performance measures for the contract. Please provide any performance measures that were documented during their existing contract period.*

Please see the table below:

ATCMHMR City Act Program	Year to Date performance –	
	3 of 4 quarters reported.	Yearly Goal
Unduplicated Clients Served:	85	80
City Performance Measures:		
1C – Number of households receiving services that maintain housing due to receiving essential services (Numerator)	40	65
1C – Number of households receiving essential services (Denominator)	85	80
1C – Percent of households that maintain housing due to receiving essential services (Success Rate)	47.06%	81.25%
Supplemental Outcomes:		
Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA (Numerator)	20	32
Number of individuals receiving specialized interventions for at least 12 months (Denominator)	52	80

Percentage of individuals receiving specialized services for at least 12 months who demonstrate improvement in functional status on the ANSA (Success Rate)	38.46%	40%
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Program Work Statement

Contract Term: 11/1/2014 - 9/30/2024

Program Goals and Objectives

Integral Care will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to individuals with history of chronic homelessness and multiple health conditions. This program serves chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

In the event of a local, national or global pandemic or emergency, at the recommendation of the local health authority or agency discretion, the outlined programming may move to virtual formats where and while appropriate with approval of the contract manager. Virtual modality may continue as needed provided that all program responsibilities are met per the signed Agreement and performance is not negatively impacted. Once city and/or state mandates end, the agency will return to the initial intent of the programming.

Program Clients Served

Consumers will have access to this program via targeted outreach efforts or direct referrals from community partners. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be below 200% of the federal poverty level (FPL) and experiencing severe barriers to housing stability.

Individuals served through this program will meet the following eligibility criteria:

- must be uninsured or utilize Medicaid or Medicare
- must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry and after twelve months of program enrollment
- must have documented diagnoses of co-morbid conditions
- must be or have been chronically homeless

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within three (3) months of program entry.

Program Services and Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

10-14 staff will provide a variety of services such as intensive case management, rehabilitation services, and psychiatric services to the individuals served. The team will have a SOAR Specialist to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist consumers with housing stability and intensive wrap around services.

Program Work Statement

Contract Term: 11/1/2014 - 9/30/2024

Consumers will have access to a variety of services such as intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing services, psychiatric treatment, primary care services and medications.

System for Collection and Reporting Program Data

Integral Care's staff is responsible for documenting all services into their electronic medical record system within 24 hours of service delivery. Integral Care's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting. In addition, as a homeless services provider, Integral Care will enter data for all clients enrolled in this program into the Homelessness Management Information System (HMIS), as required. Integral Care will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff is responsible for monitoring the data entered in the system and data validation reports. Integral Care will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer needs will be assessed using the Adult Needs and Strengths Assessment (ANSA) several times throughout the year. As the Local Mental Health Authority in Travis County, Integral Care has been delegated the responsibility by Texas Health and Human Services Commission (HHSC) to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff have been certified to perform this assessment and all consumers served are assessed using this tool.

Performance Evaluation

Integral Care's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

Integral Care's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Service Coordination with Other Agencies

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which calls for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords' concerns and will assist with crisis intervention when needed. The team works closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 1:10 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

Program Work Statement

Contract Term: 11/1/2014 - 9/30/2024

Service Collaboration with Other Agencies

No subcontractor partnership is funded under this application. Integral Care has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population. In addition, Integral Care works closely with organizations such as Foundation Communities, Family Eldercare, Downtown Austin Community Court, Mental Health Public Defenders, Goodwill, Caritas, Salvation Army and Trinity Center among others.

Community Planning Activities

Integral Care staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. Integral Care is supporting the implementation of ECHO's coordinated assessment system via a HHSC grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. Integral Care's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.



Council Question and Answer

Related To

Item #73

Meeting Date

August 31, 2023

Additional Answer Information

Item 73: Authorize negotiation and execution of Amendment No. 10 to the interlocal agreement with Austin Community College District to provide childcare quality improvement services to add one six-month extension option beginning on October 1, 2023 in an amount not to exceed \$25,564, for a revised total agreement amount not to exceed \$382,213.

QUESTION/ANSWER: Council Member A. Alter's Office

1) *Are home-based childcare operators eligible for this training? If so, how do they access it?*

Home-based childcare operators would be eligible for this training if they are licensed and have a signed provider agreement with Workforce Solutions Capital Area for Childcare services. The home-based childcare operators could access the services via referral from Workforce Solutions or when Austin Community College identifies a need within its student body. This item has been withdrawn and replaced with addendum item 132.



Council Question and Answer

Related To

Item #83

Meeting Date

August 31, 2023

Additional Answer Information

Item 83: Approve a resolution directing the City Manager to determine the costs and resources needed to complete the All-Abilities Playground project and to explore partnerships with nonprofit organizations to meet the financial needs of the project.

QUESTION/ANSWER: Council Member Fuentes' Office

1) Please provide a status update on the All-Abilities Playground at Onion Creek Metro Park?

In the Spring of 2023, Austin Parks Foundation in collaboration with PARD, issued the Request for Qualifications for Phase 1: Preliminary Design, Community Engagement and Budgeting. A selection committee was formed to review and select a design team for this phase of work. TBG Partners was selected and awarded the project as the lead consultant with a team of local subconsultants. The team has started planning the work and community engagement approach. We anticipate that a public announcement will be made early this Fall and this phase work will be complete by March 2024. Design Development required City of Austin permitting and construction will follow. The goal is to secure the funding and complete the project in FY 2027.