

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF AUSTIN AND UNIVERSITY OF TEXAS AT AUSTIN**

State of Texas §
County of Travis §

This agreement is made and entered into by and between the City of Austin, Texas (the “City”) and the University of Texas at Austin (the “University”) hereinafter collectively referred to as the “Parties,” pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Recitals:

WHEREAS, the growth of the Asian American population in the United States in recent years has been phenomenal. An estimated 90,000 Asian Americans live in the greater Austin area. This population has doubled in Travis County since 2000 and represents the fastest growing demographic group in Central Texas; and,

WHEREAS, the City’s Health and Human Services Subcommittee has highlighted the challenge of delivering health and public services to the Asian American population due to the diverse languages and cultures represented; and,

WHEREAS, similar outreach and research work was deemed desirable to inform the work of the City’s African American Resource Advisory Commission and the Hispanic/Latino Quality of Life Commission; and,

WHEREAS, in response to these demographic trends, the Asian American Quality of Life (AAQoL) project (the “Project”) aims to address the needs and challenges of five major groups (Chinese, Vietnamese, Asian Indian, Korean, and Filipino) of Asian Americans in Austin, Texas; and,

WHEREAS, this one-year project will include three areas of assessment: (1) ethnic community resources/services, (2) ethnic community leaders’ network, and (3) ethnic community members. Activities include; (1) development of an ethnic community resources/services database, (2) assessment of ethnic community leaders’ network, (3) survey questionnaire development and translation, (4) participant recruitment and survey implementation, (5) data management and analysis, and (6) write-up and presentations. Findings from the AAQoL survey will be presented to the City of Austin staff and the City’s Asian American Quality of Life Commission. This will then guide the development of public policies and programs in response to the identified needs.

WHEREAS, The Asian American Quality of Life Commission voted to support this work on March 17, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated in this Agreement, the Parties agree as follows:

**I.
CITY RESPONSIBILITIES**

The City agrees to pay the Center for Social Work Research at the University the sum of \$139,758.00 in accordance with paragraph 7. for the work described below and in the research proposal presented (attached as Exhibit “A” and incorporated by reference) to conduct the Asian American Quality of Life (AAQoL) project, addressing the needs and challenges of five major groups (Chinese, Vietnamese, Asian Indian, Korean, and Filipino) of Asian Americans in Austin, Texas. The unique experiences and challenges of diverse groups of Asian Americans will be assessed at individual, interpersonal, and community levels.

**II.
UNIVERSITY RESPONSIBILITIES**

The University agrees to perform the services described in Exhibit “A,” as well as the following:

- Provide project conceptualization and strategic planning
- Develop an ethnic community resources/services database
- Have individual meetings with community leaders and assess their networks
- Develop a master survey questionnaire in English
- Translate the questionnaire into Asian languages, as needed
- Assemble/train/supervise research assistants
- Collect and analyze all data yielded by the survey and related work
- Prepare written reports and presentations on results
- Make presentations to City of Austin staff, the Asian American Quality of Life Commission, and the community.

This one-year project will include three areas of assessment: (1) ethnic community resources/services, (2) ethnic community leaders’ network, and (3) ethnic community members. Main activities for each area of assessment, along with product, analysis plan, and responsible party, are included in the table below.

Area of assessment	Activity	Product	Analysis plan	Responsible party
Ethnic community resources/services	All resources/services oriented to five groups of Asian Americans available in Austin will be searched and entered into a master database. Types of resources/services will be classified into (1) city organization, (2) social service, (3) interest group/organization, (4) medical service, (5) religious service, (6) educational service, (7) media, and (8) business. Sources of information will include google search, yellow pages, and ethnic business directories. Community advisors of each ethnic group will be actively engaged in the process	A master database of Asian American-related resources/services in Austin Geo-coded map of	GIS*	Dr. Yuri Jang (lead)

	of identifying and validating ethnically oriented community services. For each ethnic group, 2 independent raters will compile a list of ethnically oriented community services and amenities. Cross-assessments of the lists will be conducted to maximize inclusion and check interrater agreement. Using street addresses, the identified services will be geo-coded on the map.	ethnic resources		
Ethnic community leaders' network	Individuals who assume a leadership role in their ethnic community will be identified, and their input will be sought on (1) ethnic-oriented resource/service database and (2) recruitment of survey participants. They will be also asked to identify 5 other leaders in their community, and the information will be used to explore the network profiles of the leaders. The assessment will include about 20 leaders in each ethnic group.	Visual presentation of community leaders' network	SNA*	Dr. Yuri Jang (lead)
Ethnic community members	Surveys with self-identified Asian Americans representing five major ethnic groups (Chinese, Vietnamese, Asian Indian, Korean, and Filipino) aged 25-85 will be conducted. It is planned to conduct surveys with 500 participants in each group (total sample size = 2,500). Both the ethnic community resources/services database and leaders' network will be utilized in efforts for participant recruitment. Through self-administered or interviewer-assisted surveys, participants will answer questions pertaining to their demographics, physical and mental health, psychosocial and cultural resources, neighborhood social capital, and quality of life.	Data containing survey information of 2,500 community members	Descriptive and multivariate analysis	Dr. Yuri Jang (lead)

* GIS - Geographic Information System, SNA – Social Network Analysis

The University agrees to the following schedule of research related activities:

Timeline (month)	1	2	3	4	5	6	7	8	9	10	11	12	Responsible Party
Team assembly, Research Assistant selection	X												Dr. Jang
Development of an ethnic-oriented resources/services database	X	X	X										Dr. Jang
Assessment of ethnic community leaders' network	X	X	X										Dr. Jang
Development of a master questionnaire in English	X	X	X	X									Dr. Jang
Translation of questionnaire			X	X	X								Dr. Jang
UT Austin Institutional Review Board (IRB) approval				X	X								Dr. Jang
Literature review	X	X	X	X	X								Dr. Jang
Survey data collection						X	X	X	X	X	X		Dr. Jang
Data analysis										X	X	X	Dr. Jang

Manuscripts/reports write-up											X	X	Dr. Jang
Presentations												X	Dr. Jang

**III.
IMMUNITIES AND DEFENSES**

It is expressly understood and agreed by the parties that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

**IV.
TERM**

This agreement is in effect from April 24, 2015 through April 24, 2016.

**V.
SEVERABILITY**

The provisions of this agreement are not severable. If a provision is held to be invalid, illegal, or unenforceable in any respect, the contract is terminated.

**VI.
TERMINATION**

This agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

**VII.
PAYMENTS**

The City agrees to pay to the University the amount invoiced upon receipt of deliverables provided, with the understanding that the University will maintain and provide all documents, receipts, timesheets, invoices and other information to show salary and other expenses, as requested.

The City shall make payments for the performance of the services under this agreement according to the following schedule:

Bench Mark/Deliverable	Time Period	Estimated Budget*
Community resource database Leaders' network profile IRB approval for surveys	April 24, 2015 – July 31, 2015	\$37,283
Survey data collection completed	August 1, 2015 – December 31, 2015	\$67,242
First draft of report	January 1, 2016 – February, 28, 2016	\$11,664
Delivery of final report	March 1, 2016 – April 24, 2016	\$10,864

--	--	--

* Direct cost total = \$127,053, Indirect cost (10%) = \$12,705, Total = \$139,758

The City's monetary obligations are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

The University must submit invoices which include documentation of names of graduate students, their number of hours, description of work done and any related expenses/costs associated with the project. Each invoice must have a unique invoice number.

The City shall pay each complete invoice, with applicable backup documentation, received by the City within 30 days of the City's receipt of the invoice.

Payments should be made to The University of Texas at Austin, and submitted to the following address:

The University of Texas at Austin
Office of Accounting
P.O. Box 7159
Austin, Texas 78713-7159
(512) 471-6231

VIII. NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested. Notice will be provided to the following persons or their successors:

City of Austin: Marc A. Ott
City Manager
P.O. Box 1088
Austin, Texas 78767

University of Texas at Austin:

Any notice required by this Agreement shall be given prepaid, first class, certified mail, return receipt requested, addressed in the case of University to:

The University of Texas at Austin
Office of Sponsored Projects
101 E. 27th Street, NOA 5.300
Austin, Texas 78712
Attention: David Hawkins, Associate Director
Phone: (512) 471-6424
E-mail: osp@austin.utexas.edu

Either party may change its address for service by appropriate notice to these officers shown above.

**IX.
ENTIRE AGREEMENT**

This is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

**X.
APPLICABLE LAW**

This agreement shall be construed under the laws of the State of Texas. A lawsuit relating to this agreement may only be filed in a district court of Travis County, Texas.

**XI.
NO THIRD PARTY RIGHTS**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this agreement.

**XII.
RESPONSIBILITIES**

City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the University or its employees in relation to this Agreement. University shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this Agreement. City and University acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

**XIII.
ASSIGNABILITY**

No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties.

**IX.
OWNERSHIP AND USE OF DOCUMENTS**

Title, right to duplicate and use of the deliverables and other documents furnished by the University to the City for the Project shall vest in the City. City may use the deliverables received

under this Agreement in its sole discretion. City grants University an irrevocable, fully paid-up, perpetual license and right to use the deliverables and other documents furnished, including the originals thereof, for any purpose regardless of whether their services for this Agreement are completed, modified or terminated. This license shall survive the termination of this Agreement. If this Agreement is terminated, University expressly consents to the employment by City of a substitute to complete the deliverables under this Agreement, with the substitute having all of the rights and privileges of the University under this Agreement.

**X.
LEGAL AUTHORITY.**

Each Party guarantees that the Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services that Party has obligated itself to perform under this Agreement.

The person or persons signing this Agreement on behalf of each Party, or representing themselves as signing this Agreement on behalf of either Party, do hereby warrant and guarantee that he, she or they have been duly authorized by that Party to sign this Agreement on behalf of the Party and to bind the Party validly and legally to all terms, performances, and provisions in this Agreement.

EXECUTED in duplicate originals this the __ day of____, 2015.

UNIVERSITY OF TEXAS AT AUSTIN

CITY OF AUSTIN

Dr. Yuri Jang, PhD. _____
Date: _____

Marc A. Ott, City Manager
Date: _____

Approved as to form:

Assistant City Attorney