

**INTERLOCAL AGREEMENT FOR
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 (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.

WHEREAS, the City has received a grant from the U.S. Department of Justice, Bureau of Justice Assistance to implement a Byrne Criminal Justice Innovation program in the Rundberg Neighborhood, referred to as "Restore Rundberg";

WHEREAS, the Parties recognize that the U.S. Department of Justice allows the City to serve as Fiscal Agent for Restore Rundberg;

WHEREAS, the grant requires a partnership between the City and a research partner for the duration of the grant period to complete research and evaluation components;

WHEREAS, the approved grant scope of work and budget include funding to secure the services of the University for the duration of the grant period;

WHEREAS, the City and the University desire to complete the research and evaluation components as outlined in both the City's approved grant proposal and an implementation plan, scheduled for completion and Department of Justice review and approval by December 2013;

WHEREAS, the University designates Dr. David Springer as the lead researcher (Principal Investigator) for Restore Rundberg and designates other faculty members as well as graduate, post-graduate, and/or doctoral level students, including those identified in Appendix A, to assist with the project on an as-needed basis;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

**I.
CITY RESPONSIBILITIES**

The City agrees to and shall pay to the University funds for the period of November 27, 2012 – November 26, 2015 for the purpose of reimbursing the University approved costs, including indirect costs at a rate of 15%.

The City of Austin Police Department (APD) will provide programmatic and fiscal oversight and management for the Restore Rundberg project. The University budget for Year 1 is \$75,000. At the conclusion of Year 1, the City, in cooperation with the University, will file a Restore Rundberg implementation plan with the Department of Justice. Once federal approval of this

plan is received and the Department of Justice finance special conditions related to the approval of the plan are released, the City and University will move forward with the budget for Years 2 and 3. The University budget for Years 2 and 3 totals \$225,000 and the University will submit a budget for the two years prior to implementation. During the term of this Agreement, City will reimburse the University based on invoices submitted for expenses not to exceed \$300,000. This amount may be increased to include reimbursement for project related training. The City will determine which Restore Rundberg project members will attend project related training during the grant period. If a University project member is selected, s/he will make travel arrangements in accordance with the University's travel policy and will be reimbursed for expenses upon return. Should the University not have an official travel policy on file and available for review upon request, the University will follow the City's travel policy to complete travel arrangements. A copy of the City policy is available upon request.

The City agrees to dedicate a portion of on-duty time and minimal overtime hours of existing City-funded sworn and civilian personnel to assist the University with research and evaluation components. The APD Research & Planning Division will accept all University requests for crime data and analysis. APD and University will communicate on a regular basis to ensure that the information provided by APD in response to each request by the University for crime data and analysis is sufficient and complete for purposes of the University fulfilling its responsibilities under this agreement. Ongoing communication will ensure that requests are complete, take into consideration existing data and analysis, limit the number of follow-up or revised requests, and are properly scheduled.

The City agrees to provide off-campus office space for University personnel and student assistants for the duration of the project period.

II. UNIVERSITY RESPONSIBILITIES

The University will be responsible for leading the assessment and ongoing evaluation of Restore Rundberg, as well as assisting in the analysis of crime drivers in the research site. All activity conducted by the University and reimbursed with Byrne Criminal Justice Innovation Program funding will remain within the Restore Rundberg grant scope of work for the research partner as defined by the Austin Police Department. The research site geographic boundaries are: Research Boulevard/Anderson Lane to the south; railroad tracks (just west of Metric) and Metric Boulevard to the west; Cameron Road and Dessau Road to the east; and, Kramer Lane and Braker Lane to the north. A map of the boundaries is included as Appendix B.

The University will be responsible for the following:

- Assist in all phases of project planning and strategic analysis;
- Act as a resource for the Restore Rundberg Revitalization Team and attend Team meetings, providing research and evaluation activity updates, insights, and recommendations;
- Organize and lead the Restore Rundberg Research and Evaluation Workgroup, meeting on an as-needed basis;
- Provide data collection and analyze existing data from sources including schools, government agencies, non-profit organizations, and neighborhood residents.

- Provide oversight over survey administration, clean the survey data and develop measures from individual survey items;
- Recommend intervention and comparison sites as part of a comprehensive initial assessment of the project site (Year 1);
- Assist the APD Grants Coordinator with the completion of an implementation plan (also Year 1) for the review and approval of the Department of Justice;
- Conduct ongoing research and analysis through the grant end date, focused on the goals, objectives, activities, outreach, and sustainability plans as described in the grant application, evaluation document, and required implementation plan.

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

Project Activity	Estimated Deadline	Responsible Parties
<i>Collaboration with public safety</i> Attend staff meetings (incorporating research and analysis into law enforcement activities), to include commander's forums, officer shift show-ups, ride alongs, and other public safety meetings (City and County levels)	Ongoing	Dr. Springer (lead)
<i>Research and assessment</i> Conduct ongoing research, assessment and/or evaluation to facilitate criminal justice and social service related improvements within the Restore Rundberg area Build social ecology framework for the neighborhood, to include meeting regularly with neighborhood associations, residents, schools, and community human service resources	Ongoing	Dr. Springer (lead)
Assist APD with juvenile primary and secondary prevention and intervention programming/project development and grant applications, incorporating the Longhorn Leaders Program at the middle school level	Ongoing	Dr. Springer (lead)
Progress reports	Quarterly (using below performance measurement reporting schedule)	Dr. Springer (lead)
Survey (door to door) for baseline	December 1, 2013	Dr. Springer (lead)
Initial assessment of the BCJI target area (Attachment B – Map)	December 1, 2013	Dr. Springer (lead)
Recommendations for innovative crime solutions (to incorporate in Implementation Plan)	December 1, 2013	Dr. Kirk (lead)
Assist with development of Implementation Plan for BCJI Years 2 & 3	Until completion, (2013)	Dr. Kirk (lead)
Survey (door to door) – follow up	TBD	Dr. Springer (lead)

Study, assessment, and/or evaluation of innovative crime solutions and related activities	Ongoing (beginning February 2014), status reported quarterly in progress reports	Dr. Springer (lead)
Final Report	November 1, 2015	Dr. Springer (lead)

The University will submit all requests for APD crime data, analysis, and related information through the APD Research & Planning Division. The University agrees to ongoing coordination with APD planning and/or grants management staff to discuss each request prior to finalizing. The public release of data, reports, and any grant-related information must be reviewed by the APD Project Director (Region II Commander) and/or APD Grants Management Office through the following process: the University will provide the City an opportunity to review and comment on proposed dissemination of information, including publications, at least thirty (30) days prior to dissemination. A response shall be provided by the City, through APD, to the University within thirty (30) days. If a response is not received in that timeframe, the University may assume that the City has no comments. Additional confidentiality statements are included as an appendix to this agreement.

The University agrees to assist the APD Grants Coordinator with compiling statistics and other data for all required federal grant performance measure and progress reports, under the following deadlines:

PERFORMANCE MEASURE DATA	
TIME PERIOD	DUE DATE
April 1 – June 30, 2013	July 15, 2013
July 1 – September 30, 2013	October 15, 2013
October 1 – December 31, 2013	January 15, 2014
January 1 – March 30, 2014	April 15, 2014
April 1 – June 30, 2014	July 15, 2014
July 1 – September 30, 2014	October 15, 2014
October 1 – December 31, 2014	January 15, 2015
January 1 – March 30, 2015	April 15, 2015
April 1 – June 30, 2015	July 15, 2015
July 1 – September 30, 2015	October 15, 2015
October 1 – December 31, 2015	January 15, 2016

As a subrecipient and or subawardee, the University agrees to adhere to all applicable special conditions listed in the official grant award document. The University will adhere to an accounting basis that complies with State financial laws and the State constitution and follows OMB A-21. The University agrees to follow OAG fiscal management policies and procedures in processing and submitting billing for reimbursement and in the maintaining of financial records related to this interlocal.

III. LEGAL RESPONSIBILITIES

It is expressly understood and agreed 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 AND COMMENCEMENT

This agreement shall be in effect November 27, 2012 and shall continue in full force and effect for a three-year period, through November 26, 2015.

V. LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

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 shall make payments for the performance of the services under this Agreement with grant funding from the U.S. Department of Justice, Bureau of Justice Assistance. The City agrees to reimburse the University an amount not to exceed three hundred thousand dollars (\$300,000) to defray approved costs incurred by reason of performance of this contract, including indirect costs at a rate of 15%. The current approved University costs are included as Attachment A. Changes to approved costs may be made through informal correspondence between the University and City, with final approval of changes by APD Finance and Grants Management (COAGrants@austintexas.gov). In addition to the \$300,000, the City also agrees to reimburse the University for City-approved training. Funds for project related training may originate from sources other than the Department of Justice. 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.

Further, funding by the City is contingent upon release by the Department of Justice of grant monies awarded for the Restore Rundberg program. In November 2012, the Department of Justice released the fund hold for the first year of University funding (\$75,000). All remaining University funds, \$225,000, will remain under fund hold until the Department of Justice approval of the Restore Rundberg Implementation Plan.

The University will submit one invoice per month for the duration of the project. Each invoice will include documentation of actual expenses and a unique invoice number. All proper invoices received by the City will be paid within 30 days of the City's receipt of invoice. All invoices, with applicable backup documentation, will be submitted via email to APD Purchasing at MaryAnn.Carney@austintexas.gov and APD Finance and Grants Management at Aphra.Delgado@austintexas.gov; and COAgrants@austintexas.gov.

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:	Art Acevedo Chief of Police Austin Police Department P.O. Box 689001 Austin, Texas 78768-9001	Marc A. Ott City Manager P.O. Box 1088 Austin, Texas 78767
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University of Texas at Austin:

Office of Sponsored Projects
101 East 27th Street, Stop A9000
Austin, TX 78712-1532

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. ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**XI.
APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**XII.
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.

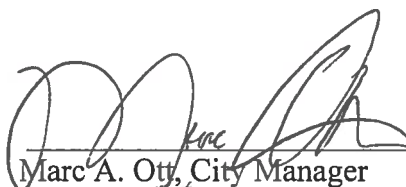
UNIVERSITY OF TEXAS AT AUSTIN

CITY OF AUSTIN



Date: 8/20/13

Susan W. Sedwick
Associate VP for Research
Director, Office of Sponsored Projects



Marc A. Ott, City Manager

Date: 8/20/13

**INTERLOCAL AGREEMENT FOR
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APPENDIX A – KEY PERSONNEL**

Academic Personnel

David Springer - PI

Full Professor of Social Work, Academic Interest and Involvement in JD and Juvenile Justice

Michael Lauderdale

Full Professor of Social Work, Academic Interest in Policing

William Kelly

Full Professor of Sociology, Academic Interest in Criminology

David Kirk,

Associate Professor in the Department of Sociology

Yessina Castro

Assistant Professor of Social Work, Academic Interest in Drugs and Addiction

Brian Davis

Associate AD Academics for Football, Leadership and Community Development

Noel Landuyt

Research Scientist Academic Interest in Organizational Development and Survey Research

Luis Zayas

Social Work Dean with Academic Interest in Latinos and Health Issues

Student Assistants

Adriana Linares

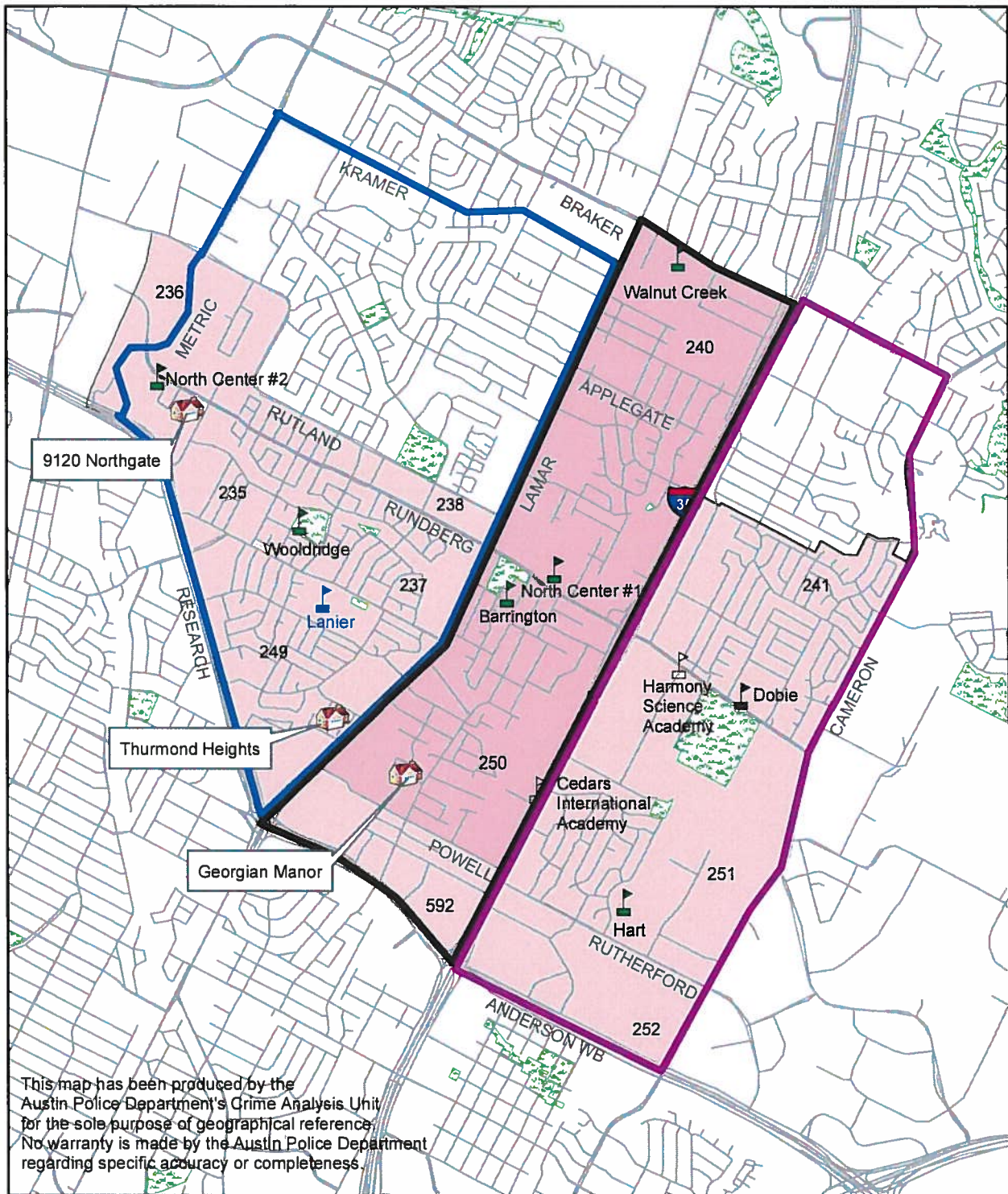
MSSW student native Spanish Speaker from Houston with father from El Salvador

Megan Rose Morgan

MSSW student and trained in survey research

Vanessa Delgado

BSW student native Spanish Speaker from El Paso and trained in survey research



North Lamar



North Austin
Civic Association



Heritage Hills/
Windsor Hills



Restore Rundberg - March 2013 Region 2 - Edward



**UT-Austin Subagreement
“Restore Rundberg”
Year 1 Budget**

Personnel Costs		
<i>Salary</i>	\$46,683	
D. Springer, P.I.		
D. Kirk		
TBD Graduate Research Assistant(s) (GRA)		
<i>Fringe (estimated)</i>	\$12,948	
<i>Tuition Remission (GRA)</i>	\$2,050	
In compliance with UT policy and as allowed under OMB A-21, prorated tuition remission is budgeted as part of the total compensation for GRAs employed on externally funded projects.		
Consultants	\$3,000	
Materials & Supplies	\$390	
Total Direct Costs		\$65,485
Facilities & Administration (15% Total)		\$9,783
TOTAL YR 1		\$75,000

Budget Narrative:

Personnel budgeted for Year 1 include Dr. David Springer (P.I), Dr. David Kirk,, and TBD Graduate Research Assistant(s). Personnel effort for Year 1 is subject to change based on reassignment of tasks under Dr. Springer.

Fringe benefits at UT Austin vary per employee and have been estimated based on historical data for the staff and positions budgeted under this proposal. Actual costs for fringe benefits will be charged to the sponsored project at the time the cost is incurred, based on salary, selected benefits package, and other variables applicable to the individual employee.

Consultants (TBD) will assist with Year 1 data collection activities.

Supplies include specialized software for data analysis and other directly allocable materials required to conduct project activities.

F&A costs are real costs to the University and provide the administrative and physical infrastructure required to conduct externally funded projects. UT's current federally negotiated facilities and administrative (F&A) reimbursement rate for research is 54.5% Modified Total Direct Costs (MTDC) under agreement dated June 2, 2010. Reimbursement for F&A expenses for this project is budgeted at the reduced rate of 15% total direct.

All costs are budgeted in compliance with the federal cost principles applicable to the funded project under OMB circulars and any special terms/conditions of the federally sponsored award. To the extent permitted under applicable federal rules, transfer of funds among budget categories are allowed without prior approval if needed to fulfill the proposed activities and there is no change in scope of work.