

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
FOR
PLANNING FOR CLIMATE CHANGE GREEN SCHOOLYARDS STUDY

This Interlocal Cooperation Agreement is made and entered into this ____ day of _____, 2019, by and between the City of Austin (the City), a home-rule municipality incorporated by the State of Texas and acting by and through its Parks and Recreation Department (PARD), and the University of Texas Health Science Center at Houston (UTHealth), a State institution of higher education, for the study titled , “Planning for climate change: Green schoolyards as a tool for urban heat island adaptation and health promotion in underserved communities” (the Study).

1 RECITALS.

WHEREAS, PARD has collaborated with national and local partners through the Cities Connecting Children to Nature – Austin (CCCN-Austin) initiative to establish the Green School Parks program; and

WHEREAS, CCCN-Austin creates green infrastructure and nature-rich environments on school campuses in areas of Austin that are park- and nature-deficient; and

WHEREAS, PARD, in partnership with UTHealth submitted a collaborative proposal to the Robert Wood Johnson Foundation for funding to investigate the impact of green infrastructure at joint-use school parks located at Barrington, Cook, and Odom elementary schools; and

WHEREAS, the Robert Wood Johnson Foundation, through its Health and Climate Solutions grant program, has approved the grant proposal for \$341,014.00 in funding for the above stated purpose, as described in detail in the attached Letter of Agreement (Exhibit A).

THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARD and UTHealth agree as follows:

2 DEFINITIONS.

CCCN-Austin is the Austin-based Cities Connecting Children to Nature initiative, made up of organizations working together to create access to nature for the benefit of children, their families, and communities.

Contract Manager means a person who is designated to act as the administrator of this Agreement.

Parties means all persons or entities directly interested or taking part in any affair, matter, transaction, or proceeding under this Agreement.

Party means a person or entity directly interested or taking part in any affair, matter, transaction, or proceeding under this Agreement.

Robert Wood Johnson Foundation is a philanthropic organization that provides grant funds for programming and research that target America’s pressing health issues.

Study is the research project referenced in this agreement to research the impacts of green school infrastructure.

UTHealth is the University of Texas Health Science Center at Houston, which operates the UT School of Public Health and the Michael and Susan Dell Center for Healthy Living.

3 TERM. The term of this Agreement shall be from August 15, 2019 to August 14, 2021, unless a Party elects to terminate the Agreement in accordance with Section 7. Termination and Dispute Resolution.

4 GRANT OF AUTHORITY, SERVICES AND DUTIES.

4.1 Engagement of UTHealth. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, UTHealth is engaged to provide the services set forth in the attached Project Workplan, Exhibit B, and Summary of Responsibilities, Deliverables, and Reimbursement Schedule, Exhibit C.

4.2 Responsibilities of UTHealth. UTHealth shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Project Workplan, Exhibit B and Summary of Responsibilities, Deliverables, and Reimbursement Schedule, Exhibit C. UTHealth shall assure that all Agreement provisions are met.

4.3 Responsibilities of the City. The City’s Grant Coordinator will be responsible for exercising general oversight of UTHealth’s activities in completing the services identified in the Project Workplan, Exhibit B, and Summary of Responsibilities, Deliverables, and Reimbursement Schedule, Exhibit C.

4.3.1 The City will:

4.3.1.1 Represent the City’s interests in resolving day-to-day issues that may arise during the term of this Agreement;

4.3.1.2 Participate regularly in conference calls or meetings for status reporting;

4.3.1.3 Promptly review any written reports submitted by UTHealth, and shall approve all requests for payment, as appropriate; and

4.3.1.4 Give UTHealth timely feedback on the acceptability of progress and task reports.

4.3.2 The City's oversight of UTHealth's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and UTHealth.

4.4 Designation of Key Personnel. The City's Grant Coordinator shall be responsible for oversight and monitoring of UTHealth's performance under this Agreement as needed to represent the City's interest in UTHealth's performance.

4.4.1 The City will:

4.4.1.1 Meet with UTHealth to discuss any operational issues or the status of the services or work to be performed; and

4.4.1.2 Promptly review all written reports submitted by UTHealth, determine whether the reports comply with the terms of this Agreement, and give UTHealth timely feedback on the adequacy of progress and task reports or necessary additional information.

4.4.2 UTHealth's Contract Manager or designee, shall represent UTHealth with regard to performance of this Agreement and shall be the designated point of contact for the City's Grant Coordinator.

5 Financial Terms.

5.1 The City shall pay UTHealth for services rendered under this Agreement in an amount not to exceed One hundred twenty-three thousand eight hundred thirty-five dollars and 36/100 (\$123,835.36), as described in Exhibit D, Project Budget.

5.2 The payment schedule for reimbursement is set forth in and Summary of Responsibilities, Deliverables, and Reimbursement Schedule, Exhibit D.

5.3 UTHealth shall submit payment requests to the City's Contract Manager for review and approval within thirty (30) calendar days following each deliverable deadline identified in the Summary of Responsibilities, Deliverables, and Reimbursement Schedule, Exhibit B.

5.4 The City shall pay UTHealth within thirty (30) days of receipt of a complete and accurate invoice. Each invoice shall include copies of any and all materials deemed by the City, in its reasonable discretion, to support and verify the invoice.

5.5 UTHealth shall not submit, and the City shall not pay, any invoice that would cause the total amount paid by the City during any term of this Agreement to exceed \$123,835.36.

6 Right to Audit. UTHealth agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of UTHealth related to the performance under this Agreement during normal business hours (Monday - Friday, 8 am - 5pm, excluding holidays). UTHealth shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of UTHealth are resolved, whichever is longer. UTHealth agrees to refund to the City any overpayments disclosed by any such audit.

7 Termination & Dispute Resolution.

7.1 Termination for Cause. In the event of a default by a Party, the other Party shall have the right to terminate this Agreement for cause, by written notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time period in the notice, the Agreement is terminated ten (10) calendar days after the date of the notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, to the extent authorized by the Constitution and laws of the State of Texas, the Party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other Party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate, to the extent allowed by law. Each Party's rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

7.2 Termination for Convenience. Each Party may terminate this Agreement for convenience any time upon providing at least sixty (60) calendar-days written notice to the other Party. Upon termination notice from City, UTHealth shall promptly stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to the City's Contract Manager within ten (10) business days. The City shall pay UTHealth for all reimbursable costs and obligations incurred up to the date of termination. However, in no event shall UTHealth be entitled to recover any funds for unperformed services.

8 Default. A Party shall be in default under this Agreement if the Party fails to fully, timely and faithfully perform any of its obligations under this Agreement or fails to provide adequate assurance of performance under section 4 above.

9 Certifications. Each party certifies 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.

- 10 **Insurance.** Insurance is required for this Agreement as outlined in City of Austin Insurance Requirements, Exhibit D.
- 11 **Independent Contractors.** This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. The City and UTHealth are independent contractors. The City will not be responsible for reporting or paying employment taxes or other similar levies for UTHealth either individually or collectively that may be required by the United States Internal Revenue Service, or other State or Federal agencies. UTHealth agrees and understands that this Agreement does not grant to UTHealth or its employees any rights or privileges established for employees of the City.
- 12 **Jurisdiction and Venue.** This Agreement is made under and shall be governed by the Laws of the State of Texas, without regard to conflict of laws principles that would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper in Austin, Travis County, Texas.
- 13 **Force Majeure.**
- 13.1 Each party to this Agreement may excuse the failure of the other Party to perform its obligations under this Agreement if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the Party, and which the Party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions that affect a Party's cost but not its ability to perform.
- 13.2 The Party invoking Force Majeure shall give timely written notice to the other Party of the event by facsimile transmission, telephone, or electronic mail. The Party shall then promptly provide written notice of the Force Majeure in the manner required by this Agreement. The Party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a Party's performance is delayed by the event of Force Majeure, the Parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.
- 14 **Public Information Act.** The Parties acknowledge that each Party is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and documents related to this Agreement that are in the possession of the City or UTHealth or to which the City or UTHealth has access are presumed to be public, and the City or may release these records to the public after the other Party consents to the release unless a mandatory or discretionary exception described in the Public Information Act applies to a document.

- 15 **Offset of Indebtedness.** UTHealth acknowledges that the City has provided notice of Article VIII, Section I of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.
- 16 **Current Revenue.** UTHealth acknowledges that the City has provided notice that the City's payment obligations to UTHealth are payable only from funds appropriated and currently available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. The City shall provide UTHealth with prompt notice of failure of the City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under this Agreement. In such event, UTHealth may immediately terminate this Agreement and the City shall be obligated to compensate UTHealth for services performed up through the date such notice is received by UTHEALTH.
- 17 **Assignment.** Neither Party may transfer any right or obligation under this Agreement without the prior written consent of the other Party.
- 18 **Non-Waiver.** In no event shall any act or failure to insist by the City or UTHealth in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by either Party of any breach of covenant or default that may then or subsequently be committed by the other Party. Neither shall such act or failure to act in any manner impair or prejudice any right, power, privilege, or remedy available to either Party to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of either Party may waive the effect of this provision.
- 19 **Publicity.** Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for UTHealth to promote or otherwise describe the project shall recognize the City as a contributor and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 20 **No Third-Party Beneficiaries.** This Agreement is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of UTHealth.
- 21 **Suspension of Funding.**
- 21.1 If the City makes a determination that UTHealth has failed to timely and properly perform its obligations, The City may, without limiting any rights it may otherwise have, at its discretion, and upon ten (10) calendar days within such determination provide written notice to UTHealth and withhold further payments to UTHealth. Such notice shall be given in accordance with subsection 124 below (Notices). The notice shall set forth the default or failure alleged, and the action required for cure.

21.2 The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed sixty (60) calendar days. At the end of the suspension period, if the City determines that the default or deficiency has been satisfied, UTHealth may be restored to full compliance status and paid all funds withheld during the suspension period.

21.3 The City shall have the right to suspend this Agreement without prior notice to UTHealth upon a reasonable belief of imminent or actual misuse or misappropriation of this Agreement's funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed sixty (60) days. Should the City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to UTHealth notifying it of the suspension and any subsequent investigation the City will undertake.

22 **Liability.** To the extent allowed by Texas law and the Constitution of the State of Texas, the City and UTHealth agree that each party is responsible for its own proportionate share of any liability for its negligent acts or omissions.

23 **Notices.** All notices, demands, and requests required or permitted under this Agreement shall be in writing and may be given by: (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) electronic mail (email) either as text in the body of the message or as an attachment to the message, with a "read-receipt" request to be acknowledged by the recipient. Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days following deposit in accordance with the requirements of subsection (b) above, except for (d) above, which will provide the date and time of delivery. For purposes of notice the addresses of the Parties are:

THE CITY:

Name: Melody Alcazar

Title: Program Coordinator

Location: 919 W 28th 1/2 St, Austin, TX, 78705

Location: PARD Annex

Contact: 512-974-9466

Contact: Melody.Alcazar@austintexas.gov

With copy to: (If needed)

Name: Margaret Stenz

Title: Contract Management Specialist III

Location 200 S. Lamar Blvd., Austin, TX, 78704

Contact: 512-974-3610

Contact: Margaret.Stenz@austintexas.gov

UTHealth:

Location: Sponsored Project Administration

Location: 7000 Fannin St UCT #1006, Houston, TX 77030

Contact: 713-500-3999

Contact: preaward@uth.tmc.edu

With copy to: (If needed)

Name: Kevin Lanza

Title: Postdoctoral Research Fellow

Location: 1616 Guadalupe Austin, TX 78701

Location: UT School of Public Health, Austin Regional Campus

Contact: (321) 439-2135; (512) 391-2520

Contact Kevin.L.Lanza@uth.tmc.edu

24 **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the subject matter of this Agreement. The Parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any contract, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect unless signed by both Parties.

Signatures:

X

Carmen Martinez
Director, Grants & Contracts
University of Texas Health Science Center at Houston

Date

X

Spencer Cronk
City Manager
City of Austin

Date

Exhibit A
Letter of Agreement between Robert Wood Johnson Foundation
and City of Austin



Revised 7.9.19

LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we," or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee:	City of Austin
I.D.:	76576
Amount:	\$341,014
Purpose:	Studying the impact of green schoolyards on the heat index and students' physical activity, connection with nature, and emotional well-being
Project Information:	Grant Period: August 15, 2019 through August 14, 2021 Project Director: Melody Alcazar, MS, 512-974-9466 (melody.alcazar@austintexas.gov)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

Schools across the United States have added green infrastructure to schoolyards with the aim of improving the physical, mental, social, and spiritual well-being of children. Yet with cities warming due to greenhouse gas emissions and urban heat islands, combined with most children failing to reach recommended levels of physical activity, schools implementing interventions such as greening schoolyards must consider how heat affects the physical activity levels of children at play. Moreover, a warming planet may exacerbate current health equity issues: Latino children from low-income families have been found to live in areas characterized by urban heat islands, and exhibit lower physical activity levels and higher risk of heat illness than other groups.

This proposed project investigates how green infrastructure at joint-use elementary school parks impacts heat index and the physical activity levels, connection with nature, and emotional well-being of economically disadvantaged Latino children in Austin, Texas. This two-year project includes two studies: 1) a serial cross-sectional study examining the heat index and physical activity levels of

children at eight target sites within three school parks (n = 24) at recess and after school hours; and 2) a prospective cohort study following 3rd graders and 4th graders at these three schools (n = 180) during recess to understand how tree canopy impacts physical activity levels in hot weather, and how green infrastructure impacts children's connection with nature and emotional well-being. The study sample originates from three majority Latino/ economically disadvantaged K-5 schools with different green infrastructure profiles: 1) Barrington as the intervention park with added green infrastructure, and Cook and Odom as the comparison parks with low and high amounts of historical green infrastructure, respectively. Within GIS, high-resolution orthoimagery will be used to digitize Shapefiles of green infrastructure and tree canopy at park sites. Heat index will be measured by HOBO MX2302A data loggers installed at the target sites at each park. In the cross-sectional study, the observation tools of SOPLAY and SOPARC will measure the physical activity of 3rd-4th graders at recess and children after school, respectively. In the cohort study, the location of each student during recess will be measured by Qstarz BT-Q1000XT Global Positioning System devices, and physical activity will be measured - in conjunction with location - by Actigraph wGT3X-BT accelerometers. The cohort sample will be surveyed once to learn how time spent near green infrastructure influences their connection to nature and emotional well-being. Hypotheses will be tested using multilevel modeling, adjusting for potential confounders (i.e., sex, age, race, ethnicity, precipitation, school policy, and school park). Study findings can bring informed investment and policy change to the places and the people that are most in need.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.

C. No part of the grant shall be used to provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation, or expense reimbursement to your employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for

purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.

E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Section 11 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination.

F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director, or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each, and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).

G. Grantee agrees that any polls or surveys funded as part of this grant, if any, shall comply fully with the RWJF Guidelines for Funding and Releasing Polls and Surveys (which are available at www.rwjf.org/surveyguidelines).

3. **BUDGET.** The grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/instructions) and any additional instructions contained in the award letter sent by the Foundation to you (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant. Expenditures of grant funds must adhere to the specific line items in your approved grant budget.

4. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least four (4) years after expiration of the grant period. You agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. **REPORTS.** You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Section 2E) or termination of the grant (pursuant to Section 11). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish annual narrative reports and the final narrative report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. **COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS.** All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1 is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment up to 10 percent of the grant award amount may be withheld until this deliverable has been received.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next annual report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

8. GRANTEE TAX STATUS. You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS. If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

10. PRIVACY AND SECURITY OF HEALTH INFORMATION. You represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information reported to the Foundation will be de-identified within the meaning of the HIPAA privacy rule or

will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

11. GRANT TERMINATION. It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

12. LIMITATION; CHANGES; SEVERABILITY. You acknowledge and agree that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the grant; or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

13. CHANGED CIRCUMSTANCES; REGULATORY ACTION. You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

14. NONTRANSFERABILITY; NO JOINT VENTURE. This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers or agent. You shall not act in any manner as our agent or representative.

15. **AUTHORITY; COMPLIANCE WITH APPLICABLE LAW.** You represent and warrant that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

City of Austin

Date: _____

By: _____

Liana Kallivoka, PhD

Title: Assistant Director Office of Innovation

Exhibit B
Project Workplan

2019 RWJF Health & Climate Solutions Grant
Project Workplan

Year One Timeline (August 15, 2019 – August 14, 2020)	A	S	O	N	D	J	F	M	A	M	J	J	A
Objective A: Survey green infrastructure at the three school parks.													
Task: Understand the location, type, quantity, and quality of green infrastructure at the three parks through park visits, orthoimagery, and digitized Shapefiles of green infrastructure and tree canopy.	X												
Task: Identify target sites from park visits, orthoimagery, and created Shapefiles.	X												
Objective B: Install HOBO weather stations at target sites at the three school parks.													
Task: Order HOBO material and configure HOBOS at Michael & Susan Dell Center for Healthy Living.	X												
Task: Install HOBOS at target sites at the three parks.	X												
Objective C: Recruit 3rd and 4th graders (n = 240) at the three schools for the cohort study.													
Task: Receive consent from IRB.	X												
Task: Receive consent from AISD.	X												
Task: Distribute study flyers to students and parents, and give presentation about project to students and/or parents.	X	X											
Task: Collect consent forms from parents.	X	X											
Task: Read assent forms aloud to students whose parents have provided consent.	X	X											
Task: Talk to final cohort sample and teachers about tasks/logistics for upcoming study days.		X											
Objective D: Collect data for cohort study and cross-sectional study at the three school parks.													
Task: Observe, in pairs, park sites using SOPARC for five consecutive days during 3 rd and 4 th grade recess and after school, and one weekend day (for two weeks in September and one week in November).		X		X									
Task: Equip cohort sample with GPS devices and accelerometers for 3 rd and 4 th grade recess on five consecutive days (for two weeks in September and one week in November).		X		X									
Task: Administer an annual survey – during lunch – to cohort sample about connection to nature.				X									
Task: Administer an annual survey to school principals about school policies.				X									
Objective E: Perform data processing.													
Task: Process SOPARC data, and process and time-match GPS data, accelerometer data, and HOBO data.			X	X	X								
Objective F: Share preliminary findings and lessons learned.													

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Task: Perform preliminary analyses on data (i.e., green infrastructure, socio-demographic, heat index, location, and physical activity).			X	X	X	X	X	X	X	X	X	X	X
Task: Share findings with Austin community, other grantees, and RWJF through social media, in-person meetings, and conferences.				X	X	X	X	X	X	X	X	X	X
Task: Prepare manuscript for peer-reviewed journal on methodology for assessing heat index, green infrastructure, and physical activity of children at joint-use elementary school parks						X	X	X	X	X	X	X	X
Objective G: Incorporate school community.													
Task: Explain to citizen scientists (i.e., teachers and students in cohort study) how to collect HOBO data.		X											
Task: Give class presentations about project to students, and develop learning material (e.g., lectures, in-class assignments, and homework) for students related to the project.		X	X	X	X	X	X	X	X	X	X	X	X
Year Two Timeline (August 15, 2020 – August 14, 2021)	A	S	O	N	D	J	F	M	A	M	J	J	A
Objective A: Collect data for cohort study and cross-sectional study at the three school parks.													
Task: Observe, in pairs, park sites using SOPARC for five consecutive days during 4 th and 5 th grade recess and after school, and one weekend day (for two weeks in September and one week in November).		X		X									
Task: Equip cohort sample with GPS devices and accelerometers for 4 th and 5 th grade recess on five consecutive days (for two weeks in September and one week in November).		X		X									
Task: Administer an annual survey – during lunch – to cohort sample about connection to nature.				X									
Task: Administer an annual survey to school principals about school policies.				X									
Objective B: Perform data processing.													
Task: Process SOPARC data, and process and time-match GPS data, accelerometer data, and HOBO data.			X	X	X								
Objective C: Share findings and lessons learned.													
Task: Perform preliminary analyses on data (i.e., green infrastructure, socio-demographic, heat index, location, and physical activity).			X	X	X								
Task: Share findings with Austin community, other grantees, and RWJF through social media, in-person meetings, and conferences.	X	X	X	X	X	X	X	X	X	X	X	X	X
Task: Create promotional toolkit for circulation of final project results for local grassroots partners.						X	X	X	X	X	X	X	X
Task: Develop formal presentation and report of findings and lessons learned.						X	X	X	X	X	X	X	X

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Task: Develop one-page reports of findings/lessons.										X	X		
Task: Conduct statistical analyses on final data for subsequent submission to peer-reviewed journals.						X	X	X	X	X	X		
Objective D: Incorporate school community.													
Task: Give class presentations about project to students, and develop learning material (e.g., lectures, in-class assignments, and homework) for students related to the project.		X	X	X	X	X	X	X	X	X	X		

Exhibit C
Summary of Responsibilities, Deliverables, and
Reimbursement Schedule

2019 RWJF Health & Climate Solutions Grant
Summary of Responsibilities, Deliverables, and Reimbursement Schedule

Dell Center for Healthy Living

Responsibilities

Research Planning

- Develop the research design; draft and submit the AISD external research application; draft and submit the IRB application; create study materials; build/deploy/maintain data collection devices; recruit study participants; train research team members to assist with sample recruitment, device deployment, physical activity measurement, and survey administration.

Data Collection, Analysis, and Reporting

- Collect and process data from HOBO weather stations, accelerometers, GPS devices, child surveys, and principal surveys; conduct GIS and statistical analyses; and share findings with relevant partners. Produce a formal report and one-page reports of findings. Present findings each year at an RWJF conference. Publish at least three open-access, peer-reviewed journal articles (i.e., one article per specific research aim).

Deliverables

Year 1

- Research Methodology is documented
- Data collection and analysis are completed for Year 1 of 2
- Preliminary findings are presented at an RWJF conference
- Preliminary findings are submitted in a report to RWJF and key stakeholders
- The Dell Center communications team has shared project findings through published [blog posts](#) and posts to Instagram, Twitter, and YouTube

Year 2

- Data collection and analysis are completed for the two-year project
- Findings are presented at an RWJF conference
- Formal report is submitted to RWJF and key stakeholders. This report will be made publicly available and have a similar style as the urban heat management studies for city governments of Louisville, KY, and Dallas, TX, (links [here](#) and [here](#))
- One-page reports are developed, based on *Healthy Children, Healthy State* reports (link [here](#)) from the Texas Child Health Status Report project
- Webinar is used to disseminate project findings and the toolkit to the general public
- The Dell Center communications team has shared project findings through published [blog posts](#) and posts to Instagram, Twitter, and YouTube

Children and Nature Network

Responsibilities

- With partners, develop a scalable model of data collection across all of Austin's Green School Parks
- Share project findings at the national level
- Advise on project design, research activities, and reporting

Deliverables

Year 1

- Data collection model is developed with partner

Year 2

- Final report shared with C&NN network

City of Austin

Responsibilities

Research Planning

- Order materials and work with vendors to develop promotional materials; assist Dell Center: measure physical activity, survey children, train research team members to assist with sample recruitment, device deployment, physical activity measurement, and survey administration; coordinate with AISD

Deliverables

Year 1

- Purchases are complete

Year 2

- Purchases are complete

Exhibit D
Project Budget

Exhibit E
City of Austin Insurance Requirements

CITY OF AUSTIN INSURANCE REQUIREMENTS
for
PLANNING FOR CLIMATE CHANGE GREEN SCHOOLYARDS STUDY

Insurance Requirements

VENDOR shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT. If **VENDOR** is an agency of the State of Texas, the City of Austin may accept satisfactory proof of self-insurance, in the place of the required insurance coverages outlined below:

1. **Workers' Compensation and Employers Liability** coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employers liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - a) A Waiver of Subrogation in favor of the City of Austin and Austin ISD, form WC 420304, or equivalent coverage
 - b) A 30 day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601, or equivalent coverage

2. **Commercial General Liability Insurance** with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 and \$2,000,000 aggregate for coverages A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions:
 - a) Contractual liability coverage for liability assumed under the Contract and all other contracts related to the project
 - b) Independent Contractors coverage
 - c) City of Austin and Austin ISD listed as additional insured CG 2010, or equivalent coverage
 - d) 30 day Notice of Cancellation in favor of the City of Austin CG 0205, or equivalent coverage
 - e) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin and Austin ISD CG 2404, or equivalent coverage
 - f) For vendors having direct contact with Austin ISD students without direct supervision by Austin ISD staff: **Sexual Molestation and Child Abuse (SAM)** endorsement \$100,000 minimum limit (coverage is applicable when students/children are inside and/or outside AISD property/facility)

3. **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements:
 - a) Waiver of Subrogation in favor of the City of Austin, CA 0444, or equivalent coverage
 - b) 30 day Notice of Cancellation in favor of the City of Austin, CA 0244, or equivalent coverage
 - c) Additional Insured in favor of the City of Austin, CA 2048, or equivalent coverage
4. **Professional Liability Insurance** with a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

General Requirements

VENDOR must complete and forward a standard certificate of insurance to the CITY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. **VENDOR** shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of **VENDOR** hereunder.

VENDOR insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of A- VII or better.

All endorsements naming the CITY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate: **Austin Parks and Recreation Department, attn.: Grants Coordinator, 200 S. Lamar Blvd., Austin, Texas 78704.**

All endorsements naming the Austin ISD as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate: **Austin Independent School District 1111 West 6th Street, Austin, Texas 78703**

The "other" insurance clause shall not apply to the CITY or Austin ISD where the CITY or Austin ISD is an additional insured shown on any policy. It is intended that policies required, covering both the CITY/Austin ISD and **VENDOR**, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. **VENDOR** shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. **VENDOR** shall provide the CITY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, **VENDOR** shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as **VENDOR**.

VENDOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT.

VENDOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of **VENDOR**.