

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

This agreement (Agreement) is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described in this Agreement, and are made from current revenues available to the paying party. This Interlocal Cooperation Agreement (this "Agreement") is between Texas State University ("Texas State") and the City of Austin (the "City") known hereafter as the "Parties".

I. WITNESSETH

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this agreement, the parties agree as follows:

II. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to engage Texas State in the performance of a comprehensive study of all associated costs and service deployments for implementing a full time expired permit and work without permitting program as described in Exhibit "A" attached hereto and an organizational assessment of the Document Sales Research Center as described in Exhibit "B."

III. TERM

This Agreement shall be in effect from the date signed by the last party to sign and terminate after ten (10) years unless extended through an amendment per Article VII, Part C. Either party may terminate this Agreement. The terminating party shall notify the other party of the decision to terminate this Agreement at least 30 (thirty) calendar days before the effective date of termination. The party in default may avoid termination by correcting the default to the satisfaction of the other party prior to the effective date of termination stated in the notice. It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the non-appropriation of funds.

IV. OBLIGATIONS OF THE CITY

- A. As consideration for the performance by TEXAS STATE of its obligations under this Agreement, City will pay Texas State an amount not to exceed \$72,200 (SEVENTY TWO THOUSAND AND TWO HUNDRED DOLLARS). Texas State agrees that in no event shall any provision of this Agreement be interpreted to obligate City beyond the funds approved by its City Council for this Agreement. Payment for the performance of this governmental function or service must be paid from current revenues available to the City.
- B. All payments shall be made from current revenues legally available to the City. All complete and detailed invoices received by the City will be paid within 30 (thirty) days of receipt of the invoice. The City may withhold or set off the entire payment or part of any payment otherwise due to Texas State to such extent as may be necessary on account of:
 - 1. Failure of Texas State to submit proper invoices with all required attachments and supporting documentation; or
 - 2. Failure of Texas State to provide services as described in this Agreement, or to comply with any provision of this Agreement.

V. OBLIGATIONS OF THE TEXAS STATE

- A. Performance: Texas State will complete the assessment and develop recommendations more specifically described in the Scope of Work at Exhibit “A” and Exhibit “B”.
- B. Invoices:
 - 1. Invoices shall be mailed to:
City of Austin
ATTN: Uwakima Udom
P.O. Box 1088, Austin, Texas 78767
 - 2. Texas State must provide an invoice that is dated, uniquely numbered, contains a brief description of the item(s) being billed, and contains the correct remittance address in order to receive payment. Texas State shall submit invoices for services based on the following milestones:

Exhibit A

MILESTONE 1:	Approval of current program status review	\$4,747
MILESTONE 2:	Approval of proposed recommendations for improvements, including fees and penalties	\$11,846
MILESTONE 3:	Approval of final Report	\$7,107

Exhibit B

MILESTONE 1:	Research and tour the Research and Document Sales Center; includes interviews with key staff and community peer study	\$28,885
MILESTONE 2:	Draft final Report review with Executive Team; Approval of final Report	\$19,615

VI. LIABILITY

City shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Texas State or its employees, agents or students in relation to this Agreement. Texas State shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees or agents in relation to this Agreement. The City and Texas State acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, students or agents, in the performance of services and activities under this Agreement.

VII. MISCELLANEOUS

- A. Force Majeure. In the event that the performance by the City or the Texas State of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- B. Notice. Any notice given hereunder by either party to the other, with the invoices required under Section V of this Agreement, shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Rodney Gonzales, Director
Development Services Department
City of Austin
505 Barton Springs Road
Austin, Texas 78704
(512) 974-2313
rodney.gonzales@austintexas.gov

TEXAS STATE: W. Scott Erwin, Sr., Director
Office of Sponsored Programs
Texas State University
601 University Dr. JCK 420
San Marcos, Texas 78666
(512) 245-2102
grants@txstate.edu

Notice of technical matters shall be directed to the attention of:

Rebecca Davio, Ph.D.
Director, Institute for Government Innovation
Assistant Professor of Practice
Texas State University
601 University Drive
San Marcos, Texas 78666-4684

(512) 245-7366
rebeccadavio@txstate.edu

- C. Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the Study. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Texas State has any authority to modify this Agreement, except pursuant to such express authority as may be granted by its governing Board. The recitals set forth above and Exhibit "A" and Exhibit "B" are incorporated herein.
- D. Effective Date. This Agreement takes effect upon the last date of execution of the Agreement by the City and the Texas State as described in Section III.
- E. Ownership and Use of Deliverables. Copies of all materials, reports, or other deliverables developed under this Agreement shall be provided to the City. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.
- F. Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- G. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.
- H. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and that venue is proper and lies exclusively in Travis County, Texas.
- I. Nondiscrimination. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- J. No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- K. No Joint Enterprise. The relationship of City and Texas State under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party or which shall hold itself out to be binding on the other party. The parties expressly agree that each party

is an independent contractor, and that each party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

This agreement is executed by:

CITY OF AUSTIN, TEXAS

TEXAS STATE UNIVERSITY

By: _____

By: _____

Rodney Gonzales, Director

W. Scott Erwin, Sr., Director

Development Services Department

Office of Sponsored Programs

Date: _____

Date: _____

Approved as to Form:

By: _____

Assistant City Attorney

Date: _____

Exhibit A

Scope of Work **Development Services Department** **Expired Permit and Work without Permit Program Assessment**

Background

In 2015, The Development Services Department developed and adopted a multi-year Action Plan which provided actionable deliverables for over 400 recommendations derived from the “Workflow Organizational Zucker Analysis” needed to sustain positive changes related to the City’s development services system. In the commitment to making the short-and-long term improvements, the recommendations were detailed to point out the specific steps to be taken, timelines, implementation, and budget implications. Specifically, several identified recommendations penetrated issues surrounding the Expired Permits processes.

Similarly, on June 16, 2016 City Council adopted Resolution No. 20160616-025 directing the City Manager to examine opportunities for improvements in efficiencies, customer service staff or monetary savings from consolidating or shifting some of the functions between Austin Code Department (ACD) and Developmental Services Department (DSD). This examination is still underway but also alludes to programmatic inefficiencies on expired and work without permit cases.

Scope of Work

To perform a workflow organizational assessment aimed at improving service delivery within DSD for all concerns surrounding the Expired and Work without Permit Programs. This includes researching incorrect programmatic data, life safety issues, and unclear processes for City staff within DSD, ACD, and other City departments. The outlined deliverables will assess the overall programmatic and budgetary inefficiencies and recommend improvement opportunities and associated costs.

It is expected that the consultant will conduct a review of existing programs and processes and will refer to the [Zucker Analysis](#) for additional study. DSD recommended the following action steps as a response to the Zucker recommendations.

1. DSD Action Steps (Zucker Recommendation No. 70, 71, 72, 73)
Change how expired permits are addressed. Develop code amendment if necessary and develop standard operating procedures for rolling expired permits into new permit submittals and for activating and clearing expired permits identified due to complaint or referral.
2. DSD Action Steps (Zucker Recommendation No. 305)
Develop process for identifying expired permits in AMANDA system that have outstanding life-safety issues.

Deliverables

1. Analyze the current programs and processes, including proposed workflow improvements, related to Expired Permits and Work without Permits for both residential and commercial permits.

2. Recommend process and programmatic improvements related to Expired Permits and Work without Permits.
3. Recommend appropriate fees related to Expired Permits and Work without Permits.
4. Recommend appropriate penalties related to Expired Permits and Work without Permits.
5. Final detailed report of findings and recommendations.
6. Final Executive Summary of key findings and recommendations.
7. Consultant may be expected to present findings to the Program and Division Managers and Executive team.

City Responsibility

The contract administrator will coordinate all meetings or requests for information in order to expedite the study. An organizational chart and other key documents will be made available immediately upon the execution of this interlocal agreement.

Implementation

Milestone 1 (January 2 – January 20, 2017): Review current program.

Milestone 2 (January 23 – March 3, 2017): Propose recommendations for improvements, including fees and penalties.

Milestone 3 (March 6 – March 31, 2017): Deliver Final Report and Executive Summary. If required, deliver presentation on findings.

Progress Reports and Payments

Texas State will submit a progress reports with each milestone payment request, according to the schedule established in the work plan. The reports should describe significant achievements to date, next steps, and any problems that may affect the project's schedule or costs.

City of Austin, Contract Administrator, Scope of Work Exhibit A: Randi Jenkins

City of Austin, Executive Sponsor, Scope of Work Exhibit A: Carl Wren

EXHIBIT B

Scope of Work **Development Services Department** **Organizational Assessment of Document Sales Research Center**

Background

In 2015, The Development Services Department (DSD) developed and adopted a multi-year Action Plan which provided actionable deliverables for over 400 recommendations derived from the “Workflow Organizational Zucker Analysis.” This analysis details recommendations for streamlining Development Service’s processes and improving the delivery of services. The recommendations are a combination of short-and-long term improvements that detail steps to be taken, timelines, individuals responsible for implementing various recommendations, and budget implications.

The Analysis included recommendations for the Document Sales Research Center which is an office housed within the Development Assistance Center (DAC). The function of the Document Sales Research Center is to store large quantities of plans and permit records; it is also an area where a customer can obtain official copies of documents and maps for a fee.

Scope of Work

To perform a workflow organizational assessment aimed at improving service delivery within the Document Sales Research Center of the Development Services Department.

It is expected that the consultant will conduct a study of peer communities who offer a similar service and will refer to the [Zucker Analysis](#) for additional study. DSD recommended the following action steps as a response to the Zucker recommendations.

1. (Zucker Recommendation No.180)
Evaluate physical space considerations, impact on the DAC staff workload for maintaining and retrieving approved plans.
2. (Zucker Recommendation No.190, 191)
Initiate a pilot to no longer process site plan corrections for change-of-use requests. If successful, the pilot may expand to a policy change to include all corrections to site plans and staff can then eliminate the on-site storage of mylar record sets from completed site development projects.

Deliverables

1. Document a method for identifying expired plans and determining how those plans may be removed from the on-site storage system. Recommendations must be compliant with the City of Austin’s Records Management policies.
2. Document the process for site plan corrections; Make a recommendation with a detailed step-by-step process to phase out the site plan corrections process that occurs after a project is completed.
3. Assess whether the sale of documents and maps should exist as a function of Development Services Department.

4. Recommend a technological storage solution for large plans. Document a plan outlining possible removal of the current onsite storage units.
5. Conduct a peer community benchmarking review of the (a) site plan corrections process (b) document/map sales process and (c) large plan technology storage solution used in San Antonio, TX, Dallas, TX and Portland, OR.
6. All recommendations must be compliant with the City of Austin's Records Management policies.
7. Final detailed report of findings and recommendations; including references for any outsourcing recommendations.
8. Accompanying Executive Summary of key findings and recommendations.
9. Consultant may be expected to present findings to the Document Sales Research team, Managers, and Executive team.

City Responsibility

The contract administrator will coordinate all meetings or requests for information in order to expedite the study. An organizational chart and other key documents will be made available immediately upon the execution of this interlocal agreement.

Implementation and Timeline

Milestone 1 (January 2 – March 3, 2017)

- a. Research and tour the Research and Document Sales Center
- b. Interview key staff
- c. Document key processes for expired plans, site plan corrections and map sales
- d. Conduct peer community benchmarking study
- e. Provide a status update and validate Document Sales Research Center processes in a meeting with relevant Development Services Department staff

Milestone 2 (March 6 – May 5, 2017)

- a. Draft report and executive summary
- b. Present report to Executive Team
- c. Make corrections and submit final report

Progress Reports and Payments

Texas State University will submit progress reports with each milestone payment request, according to the schedule established in the work plan. The reports should describe significant achievements to date, next steps, and any problems that may affect the project's schedule or costs.

Contact

City of Austin, Contract Administrator: Scope of Work Exhibit B, Brenda de la Garza
City of Austin, Executive Sponsor: Scope of Work Exhibit B, Melissa Martinez