

**INTERLOCAL AGREEMENT FOR  
THE CITY OF AUSTIN AND UNIVERSITY OF TEXAS AT AUSTIN  
UTA18-000875**

**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 (#2017-AJ-BX-0012, CFDA #: 16.817) from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to implement a comprehensive sexual assault program, referred to as the "City of Austin BCJI – Riverside Austin Program" ("Riverside Program");

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

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

WHEREAS, the approved grant budget includes 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 components as outlined in both the City's approved grant proposal and budget;

WHEREAS, the University designates Dr. David Springer as the lead researcher (Principal Investigator) for the Riverside Program and designates other University personnel 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 May 30, 2018 through September 30, 2020 (or a date specified by a future Department of Justice approved extension amending the grant expiration date) for the purpose of reimbursing the University's 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 Riverside Program. The University budget for Year 1 is \$48,000, Year 2 is

\$50,000 and Year 3 is \$50,000. The University is allowed to carry forward unexpended funds from year to year. During the term of this Agreement, City will reimburse the University based on invoices submitted for expenses not to exceed \$148,000.

## **II. UNIVERSITY RESPONSIBILITIES**

The University will be responsible for leading research, assessment and policy development activities under the Riverside Program. All activity conducted by the University and reimbursed with Bureau of Justice Assistance funding will remain within the Riverside grant scope of work as defined by APD. The University scope of work will include:

- Complete research, data analysis (quantitative and qualitative) and planning/implementation phase assessment
- Lead research meetings Austin (twice monthly)
  - Identify core challenges and hot spot crime areas (and comparison sites)
  - Develop survey questions and present survey results
  - Research evidence-informed crime strategies and assist with designing innovative local solutions for the 2-year implementation phase
- Participate in Riverside grant management discussions (twice monthly)
- Assist with planning and designing an "Early Action Project" (year 1)
- Provide community engagement presentations and training (as needed)
- Participate in quarterly trust-building retreats (academic and research perspective)
- Assist with the creation of community-defined performance metrics

The University will submit all requests for APD crime data, analysis, and related information through the Austin Riverside Program Grant Manager using the program inbox: [Riverside@austintexas.gov](mailto:Riverside@austintexas.gov). The University agrees to ongoing coordination with APD planning and 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 Austin Riverside Program Grant Manager ([Riverside@austintexas.gov](mailto:Riverside@austintexas.gov)) through the following process: the University will provide the City an opportunity to review and comment on information proposed for public release, including publications, at least fifteen (15) days prior to dissemination. A response shall be provided by the City, through APD, to the University within fifteen (15) days. If a response is not received in that timeframe, the University may assume that the City has no comments. Any publications required and or funded by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) must be approved by BJA prior to public release.

The University agrees to assist the Austin Riverside Program Grant Manager with compiling statistics and other data for all required federal grant performance measure and progress reports, under the following deadlines:

<b>Performance Measure Data</b>	
<b>Time Period</b>	<b>Due Date</b>
January 1 - March 30, 2018	April 19, 2018
April 1 - June 30, 2018	July 20, 2018
July 1 - September 30, 2018	October 19, 2018
October 1 - December 31, 2018	January 18, 2019
January 1 - March 30, 2019	April 19, 2019
April 1 - June 30, 2019	July 19, 2019
July 1 - September 30, 2019	October 18, 2019
October 1 - December 31, 2019	January 17, 2020
January 1 - March 30, 2020	April 17, 2020
April 1 - June 30, 2020	July 17, 2020
July 1 - September 30, 2020	October 16, 2020

As a subrecipient, the University agrees to adhere to all applicable special conditions listed in the official grant award document, which is attached hereto as Attachment 1 and made a part of this Agreement. The University will adhere to an accounting basis that complies with State financial laws and the State constitution and 2 CFR 200 Uniform Guidance. 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 Agreement. The University may use its standard invoice for grant financial reporting which includes expenditures by budget category as in Attachment 2 and cumulative expenses to date.

### 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

The term of this Agreement commences on May 30, 2018 and shall continue in full force and effect through September 30, 2020, or a date specified by a future Department of Justice approved extension amending the grant expiration date.

### 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, Office of Justice Programs, Bureau of Justice Assistance. The City agrees to reimburse the University an amount not to exceed two hundred thirty thousand dollars (\$148,000) 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 reflected in the budget document attached hereto as Attachment 2 and made a part of this Agreement. Changes to approved costs greater than 5% of the total contract price 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](mailto:COAGrants@austintexas.gov)).

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 will be submitted via email to APD Purchasing at [APDAccountsPayable@austintexas.gov](mailto:APDAccountsPayable@austintexas.gov) and APD Finance and Grants Management at [COAgrants@austintexas.gov](mailto:COAgrants@austintexas.gov). Backup documentation will be provided by the University upon request of the City with regards to a specific questioned cost.

## **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:	Brian Manley Chief of Police Austin Police Department P.O. Box 689001 Austin, Texas 78768-9001	Spencer Cronk City Manager P.O. Box 1088 Austin, Texas 78767
-----------------	--	---

University of Texas at Austin:	Office of Sponsored Projects 101 East 27 <sup>th</sup> 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**

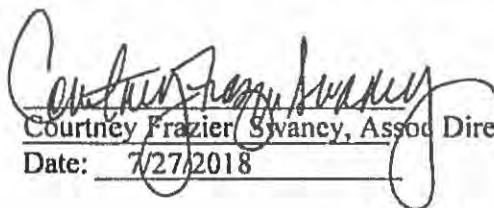
This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

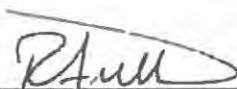
**XII.  
NO THIRD PARTY RIGHTS**

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

  
Courtney Frazier Syvancey, Assoc Director  
Date: 7/27/2018

  
Rey Arellano, Assistant City Manager  
Date: 7/26/18



The City requests \$148,000 to contract with the University of Texas for research, data analysis, evaluation, planning (including the Early Action Project), community engagement presentations and training, and assistance with implementation strategies for the three-year project period. Full funding will allow for the contribution of multiple professors and research analysts from the School of Social Work and LBJ School of Public Affairs. This level of funding for the CBCR research piece is very cost efficient. The University has agreed to a 15% indirect cost rate and the City anticipates that their in-kind contributions will far exceed grant expenses. While other options exist locally for a modified (scaled back) research partnership, the capacity of the University of Texas – in terms of knowledge, fields of study, dedicated professors and research assistants, and classrooms of students for special projects – is unique and would be the best use of federal funding.