

**INTERLOCAL AGREEMENT FOR
THE CITY OF AUSTIN AND UNIVERSITY OF TEXAS AT AUSTIN
UTA18-000424**

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, Steve Hicks School of Social Work, Institute for Domestic Violence and Sexual Assault (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-AK-BX-0015, CFDA #: 16.833) 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 Sexual Assault Kit Initiative (SAKI) Program" ("SAKI Program");

WHEREAS, the Parties recognize that the U.S. Department of Justice allows the City to serve as Fiscal Agent for the SAKI 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. Shetal Vohra-Gupta and Dr. Noel B. Busch-Armendariz as the lead researchers (Co-Principal Investigators) for the City's SAKI Program and designates other faculty members and students to assist with the project on an as-needed basis;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

I.

DEFINITIONS

1. Sexual Assault Response and Resource Team ("SARRT") means Sexual Assault Response and Resource Team.
2. SAKI Workgroup means the Sexual Assault Kit Initiative Workgroup, a cross-sector collaboration that will be the programmatic decision making body for the SAKI Program. The workgroup will be comprised of the Site Coordinator, Victim Services Manager,

select SARRT and ISAT members, select APD personnel, and subject matter experts as needed. All challenges and issues with project milestones, personnel and deliverables will be explored by the group and the group will ultimately decide how the project will move forward following City approval.

3. SAKI Program Site Coordinator means the full-time, federally funded position that acts as the single point of contact for all SAKI Program activities.
4. Sexual Assault Kit (“SAK”) means a kit held in backlog for a minimum of one year prior to the submission of the SAKI Program grant application and not submitted to a laboratory for DNA testing.
5. District Attorney of New York (“DANY”) means a backlogged SAK tested under a grant funded by the New York District Attorney’s Office in coordination with the Bureau of Justice Assistance.
6. SAKI Program Grant Manager means the City of Austin Finance Division’s single point of contact for the SAKI Program management.

II. CITY RESPONSIBILITIES

The City agrees to and shall pay to the University funds for the period of March 7, 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 38%.

The City of Austin Police Department (APD) will provide programmatic and fiscal oversight and management for the SAKI Program. The University budget for Year 1 is \$40,296, Year 2 is \$94,057 and Year 3 is \$95,647. 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 \$230,000.

III. UNIVERSITY RESPONSIBILITIES

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

- Development of a comprehensive victim notification plan and SAKI implementation plan in cooperation with the SARRT and SAKI Workgroup
- Engaging in multi-disciplinary policy development
- Working directly with the SAKI Program Site Coordinator to manage the SAKI Workgroup agenda and implementation plan
- In cooperation with the SAKI Program Site Coordinator, leading the SAKI Workgroup, partners, and stakeholders in structuring and institutionalizing systems, policies and

- protocols to address SAK backlogs and to prevent reoccurrence
- Conducting research on outcomes in local SAKI, DANY and related sexual assault cases
- Assisting 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 SAKI Program Grant Manager using the program inbox: SAKI@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 SAKI Program Grant Manager (SAKI@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 SAKI Program Site 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
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.

**IV.
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.

**V.
TERM AND COMMENCEMENT**

The term of this Agreement commences on March 7, 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.

**VI.
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.

**VII.
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.

**VIII.
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 (\$230,000) to defray approved costs incurred by reason of performance of this contract, including indirect costs at a rate of 38%. 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).

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 and APD Finance and Grants Management at COAgrants@austintexas.gov. Backup documentation will be provided by the University upon request of the City with regards to a specific questioned cost.

**IX.
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
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University of Texas at Austin:	Office of Sponsored Projects 101 East 27 th Street, Stop A9000 Austin, TX 78712-1532
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Either Party may change its address for service by appropriate notice to these officers shown above.

**X.
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.

**XI.
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.

**XII.
APPLICABLE LAW**

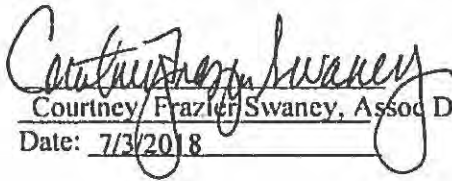
This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

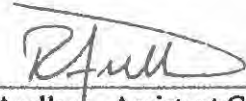
**XIII.
NO THIRD PARTY RIGHTS**

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 Swaney, Assoc Director
Date: 7/3/2018


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

Texas for services in an amount not to exceed \$230,000, including fees and expenses. Noel B. Busch-Armendarez, Ph.D. LMSW will act as Principal Investigator. The IDVSA scope of work will include:

- Development of a comprehensive victim notification plan and SAKI implementation plan in cooperation with the SAKI Sexual Assault Response and Resource Team (SARRT)
- Leading the SAKI SARRT in structuring and institutionalizing systems, policies and protocols to address SAK backlogs and to prevent reoccurrence
- Engaging in multi-disciplinary policy development
- Working directly with the SAKI Site Coordinator to manage the workgroup agenda and implementation plan
- Conducting research on outcomes in local SAKI and DANY cases
- Assisting with the creation of community-defined performance metrics.

The City requests \$230,000 to contract with the University of Texas School of Social Work, Institute for Domestic Violence and Sexual Assault (IDVSA). Funding will cover the costs of a Principal Investigator (project oversight), a researcher, and three trips to BJA-required meetings. Funding for the first 6 months of the project will not exceed \$38,000. The IDVSA scope of work will include:

- In cooperation with the SAKI SARRT, develop a comprehensive victim notification plan and SAKI implementation plan
- Lead the SAKI SARRT in structuring and institutionalizing systems, policies and protocols to address SAK backlogs and to prevent reoccurrence
- Engage in multi-disciplinary policy development
- Work directly with the SAKI Site Coordinator to manage the workgroup agenda and implementation plan
- Conduct research on outcomes in local SAKI and DANY cases
- Assist with the creation of community-defined performance metrics