



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 15
AGENDA DATE: Thu 11/18/2004
PAGE: 1 of 1**

SUBJECT: Authorize the negotiation and execution of an Agreement between the City of Austin and SafePlace to provide coordination and counseling, safety planning and referrals for family violence cases for the Austin-Travis County Family Violence Protection Team, utilizing grant funding in an amount not to exceed \$674,466.

AMOUNT & SOURCE OF FUNDING: Funding is available from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office as a part of a grant award received by the City of Austin for the grant period October 1, 2004 through September 30, 2006. There is no unanticipated impact. A fiscal note is not required.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING Police
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION: Rick Coy**

FOR MORE INFORMATION CONTACT:

PRIOR COUNCIL ACTION: Professional services agreement approved by Council on 11/21/02.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

This action authorizes the negotiation and execution of an Agreement between the City of Austin and SafePlace to provide coordination and counseling, safety planning and referrals for family violence cases for the Austin-Travis County Family Violence Protection Team (FVPT.) The agreement describes distribution of grant funding from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office in an amount not to exceed \$674,466. The contract period will be from October 1, 2004 to September 30, 2006. A draft of the agreement is included as backup.

The FVPT was established in 1997 with grant funds to provide comprehensive services to the victims of family violence. The new grant will provide funding for continued staffing. Matching funds are not required. This grant provides the opportunity to enhance coordination of comprehensive services including law enforcement investigations, crisis counseling, safety planning, and legal services. The FVPT is a collaborative effort between the Austin Police Department, Travis County Attorney's Office, Travis County District Attorney's Office, Travis County Sheriff's Office, SafePlace, Texas RioGrande Legal Aid, and the Women's Advocacy Project.

Under the terms of the grant, the City of Austin must serve as the grant applicant. In the past, the City contracted for services with each of the non-profit agencies and Travis County. The administrative burden for maintaining the contracts was substantial. In this grant, all of the funds will be subcontracted to SafePlace and they will maintain contracts with the other partner agencies at the FVPT.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF AUSTIN AND
SAFEPLACE**

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement ("Agreement") is entered into between the City of Austin ("City"), a Home-Rule municipal corporation located in Travis County, Texas, and Travis County Domestic Violence and Sexual Assault Survival Center, d/b/a SafePlace, a Texas non-profit corporation ("SafePlace") to provide professional services to City and to perform functions which are mutually beneficial to the contracting parties.

WHEREAS, the City has received a Department of Justice, Office of Justice Programs, Violence Against Women Grants Office, Grant to Encourage Arrest Policies and Enforce Protection Orders ("Grant"); and

WHEREAS, the Grant contemplates the cooperation of City and SafePlace in the implementation of a coordinated program to combat family violence; seek protective orders, if needed; enhance long and short-term counseling options for the victims of domestic violence; enhance pro-arrest policies for domestic violence offenders and protective order violators by strengthening current officer training; and

WHEREAS, City and SafePlace presently desire to cooperate in the Austin-Travis County Family Violence Protection Team ("Team") to maintain a comprehensive and coordinated approach to reducing and preventing domestic violence; and

WHEREAS, SafePlace can contribute its experience and professional services to Team's efforts and Grant's objectives;

NOW, THEREFORE, CITY AND SAFEPLACE AGREE AS FOLLOWS:

1.0 Purpose

The purpose of this Agreement is to provide crisis-counseling for domestic violence victims, promote thorough investigations and prosecution, provide legal assistance and representation, increase access to long-term counseling for victims, and develop procedures to expedite requests for protective orders ("Project"). This contract will enhance the criminal investigations and prosecution by adding a part-time misdemeanor-level prosecutor and a detective to improve the Team's capacity to investigate family violence incidents in more rural parts of Travis county and to increase outreach and training to and training of law enforcement officers in the small municipalities located within Travis County.

1.1 City and SafePlace agree that SafePlace is retained as an Independent Contractor solely for the purposes and duration of the Project as set forth in subparagraph 1.0 and 2.0. City will have no right of control over SafePlace's employees or SafePlace's work. SafePlace is not an agent, servant or employee of City and will not hold itself out as same. SafePlace understands it has no authority to bind or otherwise obligate City for the payment or performance of any duties for the Project except as provided in Section 3.0.

2.0 Effective Date of Agreement

This agreement is effective October 1, 2004, and will terminate on September 30, 2006, at which time the Agreement shall automatically renew for one term of one year, unless terminated by either party in accordance with Section 13.0.

3.0 Scope of Services

3.1 SafePlace will assign one half-time Team coordinator to act as a liaison with Team staff, supervisors, and the Executive Directors of partner agencies. The Team Coordinator will do the following: assist in the development of Team policies and procedures; coordinate outreach regarding Team services to the Austin/Travis County community; compile statistics and other data for grant performance measures and progress reports; coordinate and attend required grant training; and attend and participate in the Travis County Family Violence Task Force meetings, among other duties. *These duties must be performed in accordance with mutually agreed upon timelines.*

3.2 SafePlace will assign one full-time victim counselor to provide counseling, safety planning, and referrals to victims and to help victims access other SafePlace services including, but not limited to emergency shelter, support groups, supportive housing and legal advocacy.

3.3 SafePlace will administer subcontracts to partner agencies and handle the administration of travel funding in accordance with their travel policies. SafePlace is responsible for meeting requirements of the Grant to Encourage Arrest Policies and Enforcement of Protection Orders Program and is subject to all administrative and financial requirements of this grant. SafePlace will maintain subcontracts with partner agencies in the Team. These agencies include Texas RioGrande Legal Aid (TRLA), Travis County Attorney's Office (TCAO), Travis County Sheriff's Office, Women's Advocacy Project and the District Attorney's Office.

3.3.1 Texas RioGrande Legal Aid will assign a .20 FTE civil attorney to represent victims seeking protective orders who are conflicted from seeking services from TCAO and a .50 FTE Paralegal to provide intake at the Team into TRLA's legal services. This legal team also connects victims to the full range of legal services provided by Legal Aid.

3.3.2 The Travis County Attorney's Office will assign one (1) full-time protective order attorney who will continue to file civil enforcement cases for violations of protective orders. TCAO will also assign a .50 FTE Intake Prosecuting Attorney position, who will be located at the Team for up to 20 hours per week who will staff misdemeanor cases with APD and TCSO law enforcement officers and will meet with victims who appear at the Team seeking protective orders.

3.3.3 The Women's Advocacy Project will assign a part-time (75%) attorney to monitor the Municipal Court docket for cases that call for emergency protective orders, to obtain necessary information, and to assist the magistrates with the proper paperwork.

3.3.4 The District Attorney's Office will assign a part-time (50%) Intake Attorney who will provide assistance in investigation, case screening, preparation of cases for the Grand Jury and presentation of cases to the Grand Jury.

3.4 SafePlace will be responsible for providing City with monthly documentation of grant-related SafePlace costs and the costs associated with contracts entered into by Team partners. This documentation will be the basis for the City's monthly reimbursement of SafePlace.

3.5 SafePlace will be responsible for providing City with copies of Project progress reports and performance measures.

3.6 City is responsible for providing office space, telephone and utilities for Team staff at the Team's office location. Each Team agency, including SafePlace, is responsible for providing office furniture and furnishings for their own staff at the Team's office location.

4.0 Consideration

4.1 During the term of this Agreement, City will reimburse SafePlace based on invoices submitted for actual expenses, not to exceed a total of \$674,466. Invoices should be submitted in accordance with section 4.3.

4.2 Allowable expenses represent funding for supplies, travel for Team members in accordance with SafePlace travel policies, and the salaries and benefits set aside for the following:

4.2.1 One (1) part-time (50%) Coordinator at SafePlace.

4.2.2 One (1) (20%) Civil and a (50%) Paralegal at Texas RioGrande Legal Aid.

4.2.3 One (1) full-time Protective Order Attorney and a part-time (50%) Intake Prosecuting Attorney at Travis County Attorney's Office.

4.2.4 One (1) part-time (.75) Emergency Protective Order Attorney from

Women's Advocacy Project.

4.2.5 One (1) half-time (.5) Intake Attorney from the District Attorney's Office.

4.3 SafePlace will seek reimbursement from City by presentment of its invoice to City's designated personnel. SafePlace's invoice for the prior month's salaries and benefits; timesheets; and general ledger documentation related to this contract will be presented to City no later than the fifteenth of the following month or as soon thereafter as City's procedures permit.

4.4 City will promptly reimburse SafePlace the invoiced amount from current grant funds received for the Project and will not be obligated to pay any additional monies beyond the agreed consideration. In the event of payment of any unearned money or overpayment of money by City to SafePlace, SafePlace will refund promptly to City the unearned or overpaid amount within thirty (30) days after the refund is requested by City.

4.5 SafePlace will be responsible for and will pay salaries, benefits, payroll taxes, and costs, including costs of supplies, associated with providing professional services. SafePlace will enter into contracts and reimburse all of the Team partners for their costs as detailed in this contract (see Attachment A: Budget Detail Worksheet).

5.0 Insurance Requirements. The following insurance requirement applies:

5.1 General Requirements

(1) The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.

(2) The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.

(3) The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

(4) The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

(5) The Contractor's and all subcontractors' insurance coverage shall 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

B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

(6) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: Anna
Weaver

Contract: Austin-Travis County Family Violence
Protection Team
City of Austin, Police Department
Financial Management
P.O. Box 1629
Austin, Texas 78767-1629

(7) The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

(8) If insurance policies are not written for amounts specified below, the Contractor 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.

(9) The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

(10) The City reserves the right to review the insurance requirements set forth during the effective period of the Contract 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, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

(11) The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

(12) The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

(13) The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

(14) The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.2 Specific Requirements.

(1) Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et seq Tex. Rev. Civ. Stat.). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Form WC 420304
- (ii) Thirty (30) days Notice of Cancellation, Form WC 420601

(2) Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

(a) The policy shall contain the following provisions:

- (i) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (ii) Independent Contractor's Coverage.
- (iii) Products/Completed Operations Liability for the duration of the warranty period.
- (iv) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(b) The policy shall also include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Endorsement CG 2404
- (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205

(iii) The City of Austin listed as an additional insured, Endorsement CG 2010

(3) Business Automobile Liability Insurance. The Contractor shall provide coverage 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. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(a) The policy shall include these endorsements in favor of the City of Austin:

(i) Waiver of Subrogation, Endorsement TE 2046A

(ii) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A

(iii) The City of Austin listed as an additional insured, Endorsement TE 9901B

(4). Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$100,000 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.

6.0 Confidentiality

6.1 If SafePlace notifies the City of the confidential nature of its information, the City will maintain the confidentiality of the information to the extent permitted by law. Upon receipt of requests for confidential information, the City will notify SafePlace of the request by facsimile transmission within three (3) working days. City will furnish SafePlace with copies of Attorney General opinion requests City makes pertaining to confidential information within three (3) working days.

6.2 For the purposes of the Texas Public Information Act ("Open Records Act"), any information shared with SafePlace by City or document given to SafePlace by City is owned by City. SafePlace agrees to keep such information or documents confidential to the extent allowed by law and will not release or make public such information or documents without the written consent of City. Upon receipt of requests for City information or City documents, SafePlace will notify the City Attorney by facsimile transmission on or before the expiration of three calendar days of the request.

7.0 Records Retention

7.1 SafePlace understands that its records relating to the performance of this Agreement, including but not limited to, payroll records, reports to City and the underlying documents upon which the reports are based, must be retained pursuant to the terms and conditions of the grant and state law. SafePlace agrees that it will safely keep and not alter or destroy any such documents without the prior written permission of City.

8.0 Notice

8.1 Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties indicated below:

City of Austin: Chief of Police
 Austin Police Department
 P.O.Box 689001
 Austin, Texas 78768-9001
 FAX: 974-6611

 City Attorney
 P.O. Box 1088
 Austin, Texas 78767-8828
 FAX: 974-2894

SafePlace: Executive Director
 P.O. Box 19454
 Austin, Texas 78760
 FAX: 385-0662

9.0 Entire Agreement Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties. 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.

10.0 Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this Agreement.

11.0 Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder will be in Travis County,

Texas.

12.0 Cooperation. City and SafePlace agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto confirms and represents that this Agreement has been duly authorized by its respective governing body.

13.0 Termination. Either party, without cause, may terminate this Agreement upon thirty (30) days written notice to the other party.

14.0 No Conferring of 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.

15.0 Agreement Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such party.

EXECUTED on the date or dates indicated below.

CITY OF AUSTIN, TEXAS

By: _____
Rudy Garza, Assistant City Manager

Date

SAFEPLACE

By: _____
Rebecca Lightsey, Executive Director

Date

Attachment A: From Grant Budget Detail Worksheet

Contracts (24-months)

<u>Agency</u>	<u>Description</u>			<u>Cost</u>
SafePlace	Salaries and fringe benefits.			
		<u>salary</u>	<u>fringe</u>	
	▪ 1 FVPT Program Coordinator	\$71,040	\$17,760	\$88,800
	▪ 1 Victim Counselor	\$53,760	\$13,440	\$67,200
	Cost of finance and grant administration on partner agency subcontracts.			\$20,000
	Supplies (including printing) for Team			\$8,920
	Travel for Team members			\$30,000
	Subtotal			\$214,920

SafePlace subcontracts with the following partner agencies. *Fringe is based on established organizational rates and includes FICA, medicare, unemployment, workers compensation (7.65%). Remaining 12.35% includes retirement and benefits (medical/dental/life insurance). Fringe constitutes 20% of total salaries.*

Travis County Attorney	<u>salary</u>	<u>fringe</u>	\$128,126
▪ 1 Protective Order Attorney (100%)	\$102,500	\$25,626	
Legal Aid of Central Texas	<u>salary</u>	<u>fringe</u>	\$107,876
▪ 1 Protective Order Attorney (100%)	\$86,300	\$21,576	
Women's Advocacy Project	<u>salary</u>	<u>fringe</u>	\$80,486
▪ .75 Emergency Protective Order Attorney	\$67,071	\$13,415	
Travis County District Attorney's Office	<u>salary</u>	<u>fringe</u>	\$68,592
▪ .5 FTE Intake Attorney	\$54,874	\$13,718	
	Partner subcontracts		\$385,080
	Subtotal		\$600,000

Budget Narrative

SafePlace will provide 1 full-time FVPT Program Coordinator and 1 full-time Counselor. The FVPT Program Coordinator facilitates the cross-cutting activities of the Family Violence Protection Team and she provides a single point of contact for external requests for Team information. The Counselors conduct intake for counseling/referrals as well as safety planning.

SafePlace will also administer the subcontracts to the other partner agencies. \$10,000 will be used annually to compensate its finance and program departments for this cost.

Cost based on salary and fringe at 5% rate:

Director of Legal Services (5%)	\$2,100
Assistant Director of Finance (5%)	\$2,100
Information Systems Manager (5%).....	\$2,047
Payroll/Grants Analyst (5%)	\$1,652
Accounts Coordinator (5%)	\$1,390

Subtotal Salaries	\$9,289
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Fringe

FICA (7.65%)	\$711
Total	\$10,000

Grand Total for 2 year period: \$20,000

Supplies for the Team include \$371.67 per month (\$4,460 annually) for printing and public information materials costs to cover the production of brochures, flyers, training materials and video taping informational updates for police and sheriff show-ups.

The administration of travel funds for the Team has also been shifted from the City to SafePlace (travel is currently frozen for all City employees). Members of the Team will travel to OJP-designed Technical Assistance and related domestic violence training. The destinations are currently unknown, but the typical travel arrangements for one person are outlined below:

Airfare	\$550	\$572
Lodging	\$75 per night x 3 nights	\$225
Per Diem	<u>\$35 per day x 4 days</u>	<u>\$140</u>
Trip total		\$937

Estimate 16 team members travel each year	\$15,000
Cost for 2-year period	\$30,000

Travis County Attorney's Office will provide 1 full-time protective order attorney who will file civil enforcement cases for violations of protective orders.

Legal Aid of Central Texas will provide 1 full-time attorney who will assist victims with protective orders when the Travis County Attorney's Office is unable to do so (due to conflict or volume of cases). This legal team also connects victims to the full range of legal services provided by Legal Aid.

Women's Advocacy Project provides 1 full-time attorney position to monitor the Municipal Court docket for cases that call for emergency protective orders, to obtain the necessary information, and to assist the magistrates with the proper paperwork. They also provide victims with information about their legal options and FVPT services.

Travis County District Attorney's Office provides a part-time Intake Attorney who will provide assistance in investigation, case screening, preparation of cases for the Grand Jury and presentation of cases to the Grand Jury.