

Amendment No. 3
to
Contract No. NI170000025
for
Residential Technology Survey
between
University of Texas At Austin
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to modify the expiration date to September 30, 2019.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/01/17 - 08/31/18	\$49,856.13	\$49,856.13
Amendment No. 1: Replace Exhibit B, Update Contract Amount 09/01/17 - 08/31/18	\$143.87	\$50,000.00
Amendment No. 2: Modify Expiration Date 05/31/19	\$0.00	\$50,000.00
Amendment No. 3: Modify Expiration Date 09/30/19	\$0.00	\$50,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Digitally signed by Mark Featherston

Date: 2019.07.03 13:33:48 -05'00'

Printed Name: Mark Featherston

University of Texas at Austin Continuing & Extended Education P.O. Box 7518

Austin, TX 78713

Signature & Date:

James Scarboro

**Purchasing Officer** 

City of Austin Purchasing Office

7/1/19



# Amendment No. 2 to Contract No. NI170000025 for Residential Technology Survey between University of Texas at Austin and the City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to modify the expiration date to December 31, 2018
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/01/17 - 08/31/18	\$49,856.13	\$49,856.13
Amendment No. 1: Replace Exhibit B, Update Contract Amount 09/01/17 – 08/31/18	\$143.87	\$50,000.00
Amendment No. 2: Modify Expiration Date 05/07/18	\$0.00	\$50,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

Digitally signed by Mark Featherston Date: 2018.05.23 13:27:14 -05'00'

Printed Name:

MarkFeatherston\_

University of Texas at Austin

Continuing & Extended Education.

P. O. Box 7518

Austin, TX 78713

Signature & Date:

James Scarboro Purchasing Officer

City of Austin Purchasing Office

#### **EXHIBIT B BUDGET**

For

Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study

Services of Personnel (salaries, wages, fringe benefits including tuition and fees):\$26,093.75

Materials (postage, paper, envelopes, printing, etc.): \$14,230.00

General Operating Expenditures (overhead and misc. expenses): \$9,676.25

RTS Budget			
Line Item	Description	Cost	
Labor			
Salaries and wages			
Researchers	Faculty and RA	\$	14,000.00
Technicians*	Printing, stapling, stuffing, mailing, etc.	\$	6,875.00
Salaries and wages subtotal		\$	20,875.00
Fringe	25%	\$	5,218.75
Labor Total		\$	26,093.75
Materials			
Large Envelopes		\$	2,090.00
Printing Paper		\$	2,500.00
Address Lables		\$	330.00
Return Envelopes		\$	550.00
Out Postage		\$	5,590.00
In Postage		\$	3,170.00
Materials Total		\$	14,230.00
Subtotal for Labor and Materials		\$	40,323.75
General Operating Expenditures			
Overhead	10%	\$	4,532.38
Contingency		\$	143.87
Client Engagement Cost (Pass Through to	Non-Profits in Exhibit C)	\$	5,000
Total Budget**		\$	50,000

<sup>\*</sup>Printing/stapling estimated at 1.5 minutes per survey, stuffing/labeling/mailing estimated at 1 minute per survey. Both estimated at \$15 per hour labor cost.

<sup>\*\*</sup>Does not include cost of sample, based on an estimate of 11,000 surveys, 6 pages each

The parties agree to apply the same survey to clients of a number of the programs that major city partners are doing on digital inclusion, to assess how the actual clientele "purposive sample" of these programs compares with the city at large in their needs and abilities.

- 1. This purposive sample serves (all digitally disadvantaged) vs. the whole (city at large sample). This analysis uses the 2018 city at large survey data and compares it to this purposive sample to determine how different or similar are they? Specifically, the analysis will include:
  - a) Percentage of the purposive sample that own a device and what kind of device.
  - b) How and where the purposive sample use the internet.
  - c) The degree to which the purposive sample use their devices to access: city and social services; work, school, health information; and staying connected with family and friends.
  - d) The degree to which the purposive sample are digitally literate, based on the resident's self-reported ability to perform various skills.
  - e) The degree to which various purposive sample audit feel that presence or lack of internet, digital literacy and device impacts their child's success in school.
- 2. This will compare the purposive sample responses. Analysis per above and may include special topics which community non-profit organizations listed below have input on.
- 3. Comparing the purposive sample to each other. For example, the degree to which actual clientele believe internet helps their children overcome the homework gap, compared to other actual clientele and/or city at large sample. Analysis per item 1 above. Any special topics which we may have input on would be subject to approval by all parties involved in this purposive sample.
- 4. This purposive sample will distribute 1,305 surveys in collaboration with the following community non-profit organizations.
  - a) Austin Free-Net: will distribute at the Austin Resource Center for the Homeless (ARCH) a minimum of 100 English surveys in December, not to exceed 120 English surveys total. A sample of a maximum of 19 clients recommended by Austin Free-net will participate in a qualitative interview to generate extended analysis.
  - b) El Buen Samaritano: will distribute a minimum of 150 surveys on Jan 7 9, 2019 mostly Spanish Speaking populations, not to exceed 175 Spanish surveys & 20 English totals;
  - c) Foundation Communities: property managers will include the survey with their monthly newsletter and distribute a minimum of 255 and 57 surveys, not to exceed 275 English surveys and 75 Spanish totals:
  - d) The ARC of the Capital Area: will distribute a minimum of 80 English surveys and 20 Spanish, not to exceed 100 English surveys & 40 Spanish total;
  - e) HACA Scholarship Foundation, representing the Housing Authority of the City of Austin (through its Unlocking the Connection Program) will distribute a minimum of 250 Spanish and 250 English surveys (for treated properties first, then untreated properties) not to exceed 500 surveys total.
- 5. This distribution plan will include 5 copies of the tracking worksheet for each organization. Each community non-profit organization will offer an incentive of \$5 10 per survey. My understanding is that there may be funds available to offer this incentive, but we will stand by for more information.
  - a) Fieldwork done in December and January, at least by February 21.
  - b) Data entry, cleaning, and analysis would take place by April 30.
  - c) Writing the report will take place in April and May, by May 31.
  - d) Other projects and extended foundation research, not funded by the City, could be conducted by UT using other funds, if available, during the **Summer**, **2019**.
- 6. This assessment the actual clientele "purposive sample" of these programs compares with the city at large in their needs and abilities.
- 7. This purposive sample has been determined to be Exempt from Institutional Review Board (IRB) for Protocol Number 2017-10-0027.



# Amendment No. 1 to Contract No. NI170000025 for Residential Technology Survey between University of Texas at Austin and the City of Austin

- 1.0 The City hereby amends the above referenced contract to make the following changes:
  - 1.1 Replace Exhibit B, Budget (Exhibit attached).
  - 1.2 Increase the not-to-exceed amount of the contract to \$50,000 to reflect the updated Exhibit B.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/01/17 - 08/31/18	\$49,856.13	\$49,856.13
Amendment No. 1: Replace Exhibit B, Update Contract Amount 09/01/17 – 08/31/18	\$143.87	\$50,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

David Hawkins Digitally signed by David Hawkins

Date: 2017.10.22 15:41:46 -05'00'

Printed Name: David Hawkins

University of Texas at Austin Continuing & Extended Education.

P. O. Box 7518 Austin, TX 78713 Signature & Date:

Roger Stricklin

Procurement Specialist IV

City of Austin Purchasing Office

#### **EXHIBIT B BUDGET**

For

Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study

Services of Personnel (salaries, wages, fringe benefits including tuition and fees):\$26,093.75

Materials (postage, paper, envelopes, printing, etc.): \$19,230.00

General Operating Expenditures (overhead and misc. expenses): \$4,676.25

R'	TS Budget		
Line Item	Description	Cost	
Labor			
Salaries and wages			
Researchers	Faculty and RA	\$	14,000.00
Technicians*	Printing, stapling, stuffing, mailing, etc.	\$	6,875.00
Salaries and wages subtotal		\$	20,875.00
Fringe	25%	\$	5,218.75
Labor Total		\$	26,093.75
Materials			•
Large Envelopes		\$	2,090.00
Printing Paper		\$	3,500.00
Address Lables		\$	330.00
Return Envelopes		\$	550.00
Out Postage		\$	7,590.00
In Postage		\$	5,170.00
Materials Total		\$	19,230.00
Subtotal for Labor and Materials		\$	45,323.75
General Operating Expenditures			
Overhead	10%	\$	4,532.38
Contingency		\$	143.87
Total Budget**		\$	50,000

<sup>\*</sup>Printing/stapling estimated at 1.5 minutes per survey, stuffing/labeling/mailing estimated at 1 minute per survey. Both estimated at \$15 per hour labor cost.

<sup>\*\*</sup>Does not include cost of sample, based on an estimate of 11,000 surveys, 6 pages each



#### MEMORANDUM

## City of Austin Financial Services Department Purchasing Office

**DATE:** September 29, 2017

**TO:** Memo to File

**FROM:** John Hilbun, Contract Administrator Corporate

**RE:** MA 7300 NI170000025

The Interlocal Agreement was created and administered by the Telecommunications and Regulatory Affairs Department (TARA) in coordination with their legal staff according to TEX. GOV'T CODE ANN. § 791.001. All original documents are located with TARA. The Purchasing Office is not responsible for any procurement actions taken for this Master Agreement Contract other than the creation of the payment mechanism for accounting purposes.

### Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 29, 2017

University of Texas – College of Communication Dr. Joseph Straubhaar University SPOC 2504 Whitis Ave., CMS 5.102 Austin, TX 78712

Dear Mr. Straubhaar:

The City of Austin approved the execution of a contract with your company for Residential Technology Survey in accordance with the referenced solicitation.

Responsible Department:	Telecommunications and Regulatory Affairs
Department Contact Person:	John Speirs
Department Contact Email Addr:	john.speirs@austintexas.gov
Department Contact Telephone:	512-974-3510
Project Name:	Residential Technology Survey
Contractor Name:	University of Texas at Austin – Moody College of
	Communication
Contract Number:	NI170000025
Contract Period:	09/01/17 - 08/31/18
Dollar Amount	\$49,856.13
Extension Options:	None
Solicitation Type & Number:	Interlocal Agreement

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

John Hilbun

Contract Mgmt Specialist IV

City of Austin

**Purchasing Office** 

CC:

John Speirs, TARA

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN and UNIVERSITY OF TEXAS AT AUSTIN

For

Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study

This Interlocal Agreement ("Agreement") is made by and between the University of Texas at Austin, a public institution of higher education located in Austin, Texas ("the University") and the City of Austin, a Texas home-rule municipality located principally in Travis County, Texas, acting by and through its duly authorized City Manager, or designee ("the City"), and collectively referenced to as "Parties" or individually referenced to as "Party."

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the provisions of the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code; and

WHEREAS, the analysis of digital inclusion by efforts is a matter of interest to both the University of Texas at Austin and the City of Austin because both parties have an interest in improvements to residents connectivity with the internet, computer hardware and technology literacy & training in Austin; and

WHEREAS, the City has developed a digital inclusion strategic plan adopted in 2014, this survey will serve as to assess progress towards greater digital inclusion. The survey team will select a random sample of approximately 11000 households, including an additional possible oversample of certain neighborhoods, and ask respondents about their Internet access, adoption, and usage habits. The survey also will assess digital literacy and attitudes towards the Internet to create a comprehensive and granular picture of connectivity in Austin at the neighborhood level. In addition to the random sample survey, an in-depth qualitative analysis of the highest need population will be conducted via face-to-face interviews or focus groups.

WHEREAS, the Austin City Council authorized the negotiation and execution of this Agreement on August 17, 2017.

Now therefore, the University and the City agree as follows:

#### I. AGREEMENT PURPOSE

The purpose of this contract is for University of Texas at Austin – Telecommunications & Information Policy Institute to conduct and update the Residential Technology Survey that they previously conducted for the City of Austin. The University of Texas at Austin has the experience, expertise and training to provide the City with the key elements of our digital inclusion strategy: access, adoption, technology readiness, and meaningful content and services needed by the Office of Telecommunications & Regulatory Affairs.

#### II. OBLIGATIONS OF UNIVERSITY OF TEXAS AT AUSTIN

A. The University agrees to provide the City with services for Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study as set out in the Exhibit "A" (Scope of Services) attached to this Agreement and incorporated by reference. B. The University shall appoint one staff person to act as the single point of contact with the City ("University SPOC"). The University SPOC shall possess the decision-making authority necessary to direct other staff & research assistant(s) to provide the services under the Agreement. Contact information for the University

SPOC is:
Dr. Joseph Straubhaar
Moody College of Communication, University of Texas
2504 Whittis Ave., CMA 5.102
Austin, Texas 78712
jdstraubhaar@austin.utexas.edu
512-471-0734

- C. If the identity of the University SPOC changes, the University will designate a replacement and provide written notification of this change to the City SPOC within thirty (30) days.
- D. The University SPOC will provide monthly interim status report(s) via email correspondence to the City SPOC on the progress of the University's services as described in Exhibit "A" (Scope of Services).

#### III. OBLIGATIONS OF THE CITY OF AUSTIN

- A. In consideration for the services to be performed under this Agreement as described Exhibit "A" (Scope of Services), the City agrees to pay the University a total contract amount not to exceed \$50,000 as set out in the itemized budget in Exhibit "B" (Budget) attached to this Agreement and incorporated by reference, but in no event shall the amount paid to the University under this Agreement exceed \$50,000. Payment shall be made upon the successful completion of services and submission of proper invoice(s).
- B. Specific funding for the services described in Exhibit "A" will be paid by the City of Austin, Management Services Department, Office of Telecommunications & Regulatory Affairs.
- C. The City shall appoint one staff person to act as the single point of contact with the University ("City SPOC"). Contact information for the City SPOC is:

John Speirs
City of Austin
Office of Telecommunications & Regulatory Affairs
124 W. 8th Street, Suite 210
Austin, TX 78701
john.speirs a austintexas.gov
512.974.3510

D. If the identity of the City SPOC changes, the City will designate a replacement and provide written notification of this change to the University SPOC within thirty (30) days.

#### IV. TERM AND TERMINATION

A. This Agreement begins on September 1, 2017, and ends on August 31 2018, unless previously terminated in accordance with this Agreement. This Agreement expiration date

may be extended, subject to the prior written approval of the parties, and authorization of the City of Austin.

B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of the non-defaulting party's written notice of the default to cure the default. If such default is not cured within the thirty (30) day period, the non-defaulting party has the right without further notice to terminate this Agreement.

#### V. PAYMENT FOR SERVICES

A. The University agrees to submit invoices, in a form acceptable to the City, on a monthly basis, but not less than quarterly. The invoices shall include a description of work performed in accordance with Exhibit "A" (Scope of Services). The invoices shall be sent to:.

The City of Austin
Office of Telecommunications & Regulatory Affairs
Attn: John Speirs, Program Manager
PO BOX 1088
Austin, TX 78767 john.speirs a austimexas.gov

Upon receipt of complete and correct invoices, remittance will be payable to University of Texas at Austin and sent to:

The University of Texas at Austin
Office of Accounting
Atm: Sponsored Projects Award Administration
PO Box 7159
Austin, Texas 78713-7159

B. Each party paying for the performance of governmental function or services shall make those payments from current revenues available to the paying party.

#### VI. INTELLECTUAL PROPERTY

Reports, designs, and other work ("Material") developed by the University under this Agreement is the property of the University. The University warrants and represents the Material is the independent work of the University and an original work of authorship under the U.S. Copyright Act. Furthermore, the University warrants and represents the University has the right to license the Material to the City. The University licenses and grants to the City an irrevocable, nonexclusive, and royalty-free license to use, reproduce, copy, publish, prepare derivative works from, distribute to the public and open data portals, perform, and display publicly for or on behalf of the City, the intellectual property rights in the Material developed as part of the work under this Agreement.

#### VII. MISCELLANEOUS

- A. Severability. If a court of competent jurisdiction determines that a term or provision of the Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles which would apply the law of any other

jurisdiction. Venue for any lawsuit or litigation arising from this Agreement shall be in Austin. Texas.

- C. Assignment. A party to this Agreement may not assign or transfer its interests under this Agreement.
- D. Amendment in Writing. This Agreement may be modified in whole or in part only by a writing properly executed by both parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the parties unless made in writing and properly executed by both parties.
- E. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.
- F. Notice. Notices to either party shall be in writing, and may be either hand-delivered or sent by certified or registered mail, postage paid, returns receipt requested. If sent to the parties at the addresses designated in this Agreement, notice shall be deemed effective upon receipt in the case of hand-delivery and three days after deposit in the U.S. Mail in case of mailing. All notices to the University shall be sent to the address of the University SPOC in Section II B. above. All notices to the City shall be sent to the address of the City SPOC in Section III C. above.
- G. Survival of Obligations. All obligations that impose continuing obligations on the Parties, including but not limited to reports, ownership of intellectual property, and warranty of title shall survive the expiration or termination of this Agreement.
- Signature Authority. The parties attest that the signatories below are duly authorized by their respective parties to enter into this Agreement.

THEREFORE, this Interlocal Agreement is effective on the date of execution by the last of the parties to sign this Agreement.

CITY OF AUSTIN:	UNIVERSITY OF TEX	AS AT AUSTIN:	
Signature:	David Signature: Hawkins	Digitally signed by David Hawkins Date, 2017,09,28 16:09:36 -05'00'	
	David Hawkins, Associate Di Office of Sponsored Projects		

Date: September 28 .201

### EXHIBIT A SCOPE OF SERVICES

[ or

Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study

#### Performing Party will perform the following service(s):

Conduct and administer Survey: The team will develop survey to be sent to selected households. The survey respondents will be targeted through a process of examining neighborhood statistics and selecting addresses based on stratifying SES factors within the city. The City of Austin will assist us with this process. We anticipate it will require about 15 minutes for respondents to complete the survey.

The sample will be sent a postcard announcing that they have been selected to participate in the survey; a few days later, they will receive the survey with a postage-paid return envelope. A follow up reminder postcard will be sent a week later to people who have not responded. Each point of contact also will provide a URL for people to complete an online survey as an alternative to the paper-and-pencil version.

Potential respondents will be told that the University of Texas is conducting the survey, and that they are free to decline to participate. They will be told the survey will take about ten to fifteen minutes to complete. No names or personally identifying information are sought.

Many of the survey items will replicate questions used routinely in the Pew Internet and American Life Project as well as the US Census.

#### a. Location

We plan to consult with the City's demographer to assemble a sample of people living in Austin and eastern side of the Extra Territorial Jurisdiction (ETJ).

#### b. Resources

A grant from the City of Austin will be used to support this research.

#### c. Study Timeline

We anticipate the data-gathering will be complete within four months from the beginning of the grant, with a preliminary report available within seven months.

Prepare and Develop Final Reporting: The final report, to be completed by August 31, 2018, will offer a complex but accessible representation of Austin residents' current relationship with the Internet, including attitudes about usefulness and cost, levels of digital literacy, interests and perceived needs, shifts in technology use (devices, software, etc.), and reasons for lack of access. Geographical granularity will be among the priorities of the analysis in order to better understand access and usage patterns on a neighborhood level.

#### **EXHIBIT B BUDGET**

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Residential Technology Survey, Analysis and Prepare and Develop Final Reporting for Residential Technology Study

Services of Personnel (salaries, wages, fringe benefits including tuition and fees):\$23,593.75

Materials (postage, paper, envelopes, printing, etc.): \$19,690

General Operating Expenditures (overhead and misc. expenses): \$4,328.38

KI	rs Budget		
Line Item	Description	Cost	
Labor			
Salaries and wages			
Researchers	Faculty and RA	\$	14,000.00
Technicians*	Printing, stapling, stuffing, mailing, etc.	\$	6,875.00
Salaries and wages subtotal		\$	20,875.00
Fringe	25%	\$	5,218.75
Labor Total		\$	26,093.75
Materials			
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Printing Paper		\$	3,500.00
Address Lables		\$	330.00
Return Envelopes		\$	550.00 -
Out Postage		\$	7,590.00
In Postage		\$	5,170.00
Materials Total		\$	19,230.00
Subtotal for Labor and Materials		\$	45,323.75
General Operating Expenditures			
Overhead	10%	\$	4,532.38
Total Budget**		\$	49,856.13

<sup>\*</sup>Printing/stapling estimated at 1.5 minutes per survey, stuffing/labeling/malling estimated at 1 minute per survey. Both estimated at \$15 per hour labor cost.

<sup>\*\*</sup>Does not include cost of sample, based on an estimate of 11,000 surveys, 6 pages each