

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
TEXAS A & M UNIVERSITY – CORPUS CHRISTI
AND
THE CITY OF CORPUS CHRISTI**

WHEREAS, Texas A & M University -- Corpus Christi ("TAMUCC") and the City of Corpus Christi ("City") are authorized by Chapter 791 of the Texas Government Code to enter into an interlocal cooperation contract;

WHEREAS, in Resolution 027467, the Corpus Christi City Council adopted the National League of Cities' Platform format for Strengthening Families and Improving Outcomes for Children and Youth, and established the essential platform components for a sustained community effort to achieve the Platform's objectives;

WHEREAS, the 2012 Data Collection and Analysis Project completed by TAMUCC provided valuable information on the risk factors and trends that impact juvenile delinquency rates in Corpus Christi;

WHEREAS, the Commission on Children and Youth has adopted an action plan that includes identifying current gaps in program and services that help strengthen families and youth development available in Corpus Christi;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is for TAMUCC Social Science Research Center to complete ongoing community wide assessments for needs and assets, interpret the data and define priorities as described in the Resolution No. 027467.
- 2. STATEMENT OF WORK.** TAMUCC agrees to perform all services as outlined in Exhibit A, and projects that the City will receive all required reports and data described in Exhibit A, no later than August 31, 2016.
- 3. PRINCIPALS.** The work will be supervised by Philip W. Rhoades, Ph.D. Professor of Criminal Justice and Regents, Director of the Social Science Research Center. If, for any reason, he is unable to continue to serve, and a successor acceptable to both TAMUCC and the City is not available, this agreement shall be terminated as provided herein.
- 4. PERIOD OF PERFORMANCE.** The work described in Exhibit A shall be conducted September 1, 2015 through August 31, 2016, or until all required reports and data have been accepted by the City, whichever date is earlier.
- 5. PRICE AND PAYMENT.**

- a. As compensation for the performance of the agreement, the City agrees to pay TAMUCC up to Thirty one Thousand one hundred ninety three dollars (\$31,192.61) as itemized in Exhibit B.
- b. The Parties agree that all expenditures under this agreement shall be paid with current revenues of the paying party.
- c. The parties acknowledge that continuation of this agreement beyond current fiscal year is subject to annual budget process and appropriation of funds.
- d. Invoices for compensation shall be submitted to the following address:

City of Corpus Christi
Attn: Reba George, Parks and Recreation
P.O. Box 9277
Corpus Christi, TX., 78469-9277

6. DELIVERABLES. The deliverables required under this agreement are specified in the Exhibit A, items 1 through 12. The City retains ownership of all deliverables provided under this Agreement. The City grants TAMUCC the right to utilize the deliverables provided under this Agreement for the purposes of research, instruction, and public education, with appropriate citation to the City of Corpus Christi as the funding source.

7. TERMINATION. Performance under this agreement may be terminated by the City with or without cause upon sixty days written notice. Performance may be terminated by TAMUCC, if circumstances beyond its control preclude continuation of the program. Upon termination without cause, TAMUCC will be reimbursed as specified in Paragraph 5 of all costs and non-cancelable commitments incurred in the performance of the program, that are reimbursable under the Grant.

8. NOTICES. All notices to parties under this Agreement shall be in writing and sent to the names and address stated below. Either party to the Agreement may change the name and address by notice to the other in accordance herewith, and any change shall take effect immediately upon receipt of the notice.

TAMUCC

Texas A & M University - Corpus Christi
6300 Ocean Drive, NRC #5853
Corpus Christi, TX., 78412
Attn: Dr. Philip W. Rhoades, Director, Social Science Research Center
Telephone: (361) 825-2637
Fax: (361) 825-2384

CITY

City of Corpus Christi
Attn: Reba George
P.O. Box 9277
Corpus Christi, TX., 78469
Telephone: (361) 826-3466

9. LIABILITY. It is understood that City shall not be liable for any claims against TAMUCC, its employees, or third persons, other than City's employees, for damage resulting from or arising out of the activities of TAMUCC personnel under this Agreement, and TAMUCC agrees, to the extent permitted by Section 49, Article III of the Constitution of the State of Texas, to hold City harmless from any and all claims. It is also understood that TAMUCC shall not be held liable for any claims against City's employees, of damage resulting from or arising out of activities of the City, its employees, or third persons, other than TAMUCC employees, and City agrees, to the extent permitted by Section 49, Article III of the Constitution of the State of Texas, to hold TAMUCC harmless from any and all claims.

10. INDEPENDENT CONTRACTOR. For the purposes of the agreement and all services to be provided under this agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this agreement or authorized in writing.

11. AMENDMENTS AUTHORIZED.

The representatives who were authorized to sign this agreement are authorized to execute minor amendments to this agreement, such as changes in deadlines and minor changes in the scope of work.

12. SEVERABILITY. If any of the provisions of the agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of the agreement and the application of the provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent by applicable law. The City and TAMUCC agree that this agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13. DISPUTE RESOLUTION PROCESS.

- a. To the extent applicable, the dispute resolution procedures provided in Chapter 2260 of the Texas Government Code will be used to resolve contract claims under this contract.
- b. If the Chapter 2260 procedures are utilized both parties agree that the TCEQ may intervene in the proceedings as an interested party.
- c. The Director of Purchasing, TAMUCC, is designated as the officer designated under §2260.052, Texas Government Code, to examine claims and counterclaims, negotiate, and resolve any claims on behalf of TAMUCC.

14. VENUE. TAMUCC acknowledges and agrees that because this agreement has been executed, and will be administered in Nueces County, Texas, the agreement is to be performed in Nueces County. TAMUCC acknowledges and agrees that any permissible cause of action involving this agreement will arise solely in Nueces County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one of the counties is Nueces County, TAMUCC agrees to venue in Nueces County. This provision does not waive the City's sovereign immunity.

15. MISCELLANEOUS. This agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative.

TEXAS A & M UNIVERSITY -- CORPUS CHRISTI

By:

~~Dr. Luis Cifuentes, Vice President for Research, Commercialization and Outreach~~

Date:

7-29-15

Date:

CITY OF CORPUS CHRISTI

ATTEST

Rebecca Huerta
City Secretary

By:

Ronald L. Olson
City Manager

APPROVED AS TO FORM:

This _____ day of _____, 2015

**Lisa Aguilar
Assistant City Attorney
For City Attorney**

EXHIBIT A **SCOPE OF WORK**

The types of services to be examined may include:

1. Social Services
 - a. Family Counseling
 - b. Parenting
 - c. Early Childhood
2. Mental/Behavioral Health
3. Substance Abuse
4. Youth Employment
 - a. Job Training
5. Youth Recreation
 - a. After School
 - b. Summer?
6. Literacy/Library
7. Mentoring
8. Educational Support

Services would be examined along three dimensions with sub-categories:

1. Availability
 - a. Does the service exist?
 - b. Available by age group
 - c. Available by time of day
2. Accessibility
 - a. Geographic
 - b. Financial
 - c. Physical
3. Adequacy
 - a. Considers sufficiency in relation to need
 - b. Considers sufficiency in relation to Time and/or geography

The three dimensions consider factors concerning geography, age, cost, time, and quantity.

The product to be produced would be provided in paper, electronic (original software format), and electronic pdf format.

The product would include an analysis across the three dimensions and the five factors noted above. The analysis will be in text form supported by graphs and or charts for each of the three dimensions.

The data collection and gap analysis will be informed by the guidance provided in Wong, Catalano, Hawkins, & Chappell. 1996. *Communities That Care Preventions Strategies: A Research Guide to What Works*. Washington, D. C.: USGPO and OJJDP. 1998. *Guide for Implementing the Comprehensive Strategy for Serious, Violent, and Chronic Juvenile Offenders*. Washington, D.C.: U.S. Dept. of Justice. These documents would lead the gap analysis to consider the Program Strategies in the center column in the table below as they relate to the Priority Risk Factors and as appropriate for the indicated age groups.

Prevention Strategies: What Works		
Risk Factor Addressed	Program Strategy	Developmental Period
Extreme Economic Deprivation	Prenatal and Infancy Programs Youth Employment with Education	Prenatal to 3 All
Family Conflict/Management Problems	Prenatal and Infancy Programs Early Childhood Education Parent Training Marital Therapy Family Therapy	Prenatal to 2 3-5 Prenatal to 14 Prenatal 6-14
Early Onset of Problem Behavior	Parent Training Classroom Curricula for Social Competence	6-14 6-14
Lack of Commitment to School	Early Childhood Education Mentoring with Contingent Reinforcement Youth Employment with Education	3-5 11-18 15-21
Favorable Parental Attitudes and Involvement in the Problem Behavior	Prenatal and Infancy Programs Parent Training	Prenatal-2 Prenatal-14

Where supported by the information collected and analyzed, the report will include specific recommendations for action.

EXHIBIT B
COMPENSATION

12 Month Project		
Principle Investigator	Salary	\$ 6,637.00
	Fringe	\$ 1,687.00
Research Assistant 1	Wage	\$ 8,460.00
47 wks, 15 hrs wk, \$12.00 hr	Fringe	\$ 203.00
Research Assistant 2	Wage	\$ 8,460.00
47 wks, 15 hrs wk, \$12.00 hr	Fringe	\$ 203.00
Supplies		\$ 344.00
Total Direct		\$ 25,994.00
Indirect	20%	\$ 5,198.80
	Total Cost	\$ 31,192.80