



**SERVICE LEVEL AGREEMENT BETWEEN
AUSTIN WATER
AND
PUBLIC WORKS DEPARTMENT**

This Service Level Agreement (“SLA”) between City of Austin Public Works Department (“PW”) and Austin Water (“AW”) addresses infrastructure repairs from AW construction and maintenance activities in the City of Austin’s (“City”) right-of-way (“ROW”).

AW is responsible for operating and maintaining water, wastewater, and reclaimed water systems located in the ROW, easements, and fee simple properties and located inside and outside the City corporate limits. PW is responsible for ensuring all repairs in the City’s ROW to infrastructure such as asphalt and concrete street surfaces, trenches, sidewalks, curbs, gutters, driveway aprons, retaining walls, and other related appurtenances (“ROW Repairs”) are restored according to the American Public Works Association and City standards.

The Parties agree to the terms and conditions herein:

I. GENERAL

A. Standards

1. AW, PW, and their third-party contractors shall follow all City standard operating procedures and guidelines, design standards, and specifications regarding ROW Repairs, as specified in the City’s Code of Ordinances and Standards Manual. This will include AW excavation practices, AW temporary repair practices, and all parties permanent repair practices to include proper backfill and compacting. AW shall be responsible for permanent restoration of the excavated trench from the exposed utility repair to the bottom of the asphalt surface patch. AW’s third-party contractor or PW shall be responsible for permanent restoration of the asphalt surface.

B. Communication with Citizens

1. PW will initially receive all citizen communication (calls, service requests, Community Action Forms “CAFs”, etc.) generated by the City regarding any ROW Repairs. PW will determine if the issue is related to a ROW Repair work order being managed by AW. AW shall notify PW of all AW’s work orders, regardless of Zone Area. The notification method may take the form of access to a GIS database layer that indicates all such work orders.
2. If the ROW Repair work order is being managed by AW, PW shall forward the customer’s contact information, customer comments, and the associated work order number

(assigned by PW's Maximo work order management system) to AW within two business days of receipt of the citizen call or CAF.

C. Inspections

1. AW will continue to contract with PW as required to provide inspection services for all permanent ROW Repairs performed by AW or its third-party contractors.
2. AW and PW shall consider a repair completed when the PW Inspector considers the work completed in accordance with City standards and procedures, and has notified the contractor and AW that such work is in reasonable compliance with Subsection A(1) and no other additional work is necessary by the contractor.

D. Data and Reporting

1. AW uses IPS as their work order management software. PW uses Maximo as their work order management software. Currently, these software systems have a daily interface that interacts on a 1-to-1 transfer for work orders.
2. In IPS, AW enters one address for the location of ROW Repairs to be completed and this information is sent to Maximo indicating all of the ROW Repairs that need to be completed. PW creates a parent work order for the address location, then creates separate Maximo work orders (child work orders) for each of the specific ROW repairs. When all the child work orders are completed and closed, the parent work order is considered resolved and will be closed.
3. Repair tracking in each Party's respective software is the responsibility of that Party. AW and PW will use internal business processes to track and manage their assigned work orders for permanent repair.
4. AW and PW will have defined ownership of specific locations. Only one Party will be assigned ownership of a repair location at a given time and this will include all child work orders associated with each location.
5. AW and PW agree to continue to coordinate, collaborate, and share data to avoid duplication of efforts and duplication of data associated with a work order or ROW Repairs between the Parties or its third-party contractors.
6. In accordance with the terms of this SLA, AW will continue to provide, as part of closing out an AW construction or maintenance activity, the information necessary for PW to create work orders for ROW repairs associated with AW construction and maintenance activities. PW shall assign such work orders with complete information so that AW crews or AW's third-party contractors may immediately initiate ROW Repairs within designated zones without further inquiry.
7. To assist the Parties in the determination of the cost effectiveness and efficiencies of the Parties' efforts, in addition to the notification method discussed in Subsection B(1), AW

and PW will create and share with each other monthly reports to identify for each Party the following items:

- i. the individual work orders completed for that month by address location and the date of completion in a table/spreadsheet format;
- ii. the number of work orders completed for that month, the previous month, and to date;
- iii. the number of ROW Repairs completed by type for that month and to date;
- iv. the number of work orders outstanding to date (by percentage of the age of the work order—under 45 days, 46-90 days, 91-180 days, 181 days to 365 days, over 365 days). The end date of the construction activity that caused the need for a ROW Repair is the start date for this calculation.; and
- v. the number of ROW Repairs by type outstanding to date (by percentage of the age of the work order—under 45 days, 46-90 days, 91-180 days, 181 days to 365 days, over 365 days). The end date of the construction activity that caused the need for a ROW Repair is the start date for this calculation.

AW and PW may modify such reports or create other monthly reports as necessary to evaluate the cost-effectiveness and efficiencies of the Parties' efforts (such as the average actual cost per work order and the average actual cost by type of ROW Repair). Other financial data and associated reports may be considered for cost-effectiveness decision making.

8. As indicated below in the Five-Year Forecast (which shall be adjusted by AW on an annual basis), upon AW assuming responsibility for a geographical area, those ROW Repairs identified by AW crews will not be transferred to PW's Maximo work order system but will be managed through AW's IPS work order system. AW will provide PW a monthly report of such ROW Repairs that AW assumed responsibility for completing. Upon AW assuming responsibility for a geographical zone as indicated herein, all outstanding locations in that particular zone will be transferred from PW's Maximo work order system to AW's IPS work order system. In addition, PW will coordinate with AW regarding PW's planned seal coat, chip seal, and overlay projects for that geographical area.

E. Funding

PW acknowledges that funding from AW will decrease annually over the term of this SLA along with demand for PW's ROW services for AW construction and maintenance activities. AW and PW acknowledge that PW will be required to reorganize its resources over time to match AW demand for PW's ROW services for AW construction and maintenance activities.

The total amount of funding forecast to be provided to PW by AW, for the next five years for all direct and indirect costs of ROW Repairs, shall be:

<u>Year</u>	<u>Amount</u>
FY 2020-21	\$12.5 million
FY 2021-22	\$11 million
FY 2022-23	\$10 million

FY 2023-24	\$8 million
FY 2024-25	\$6 million

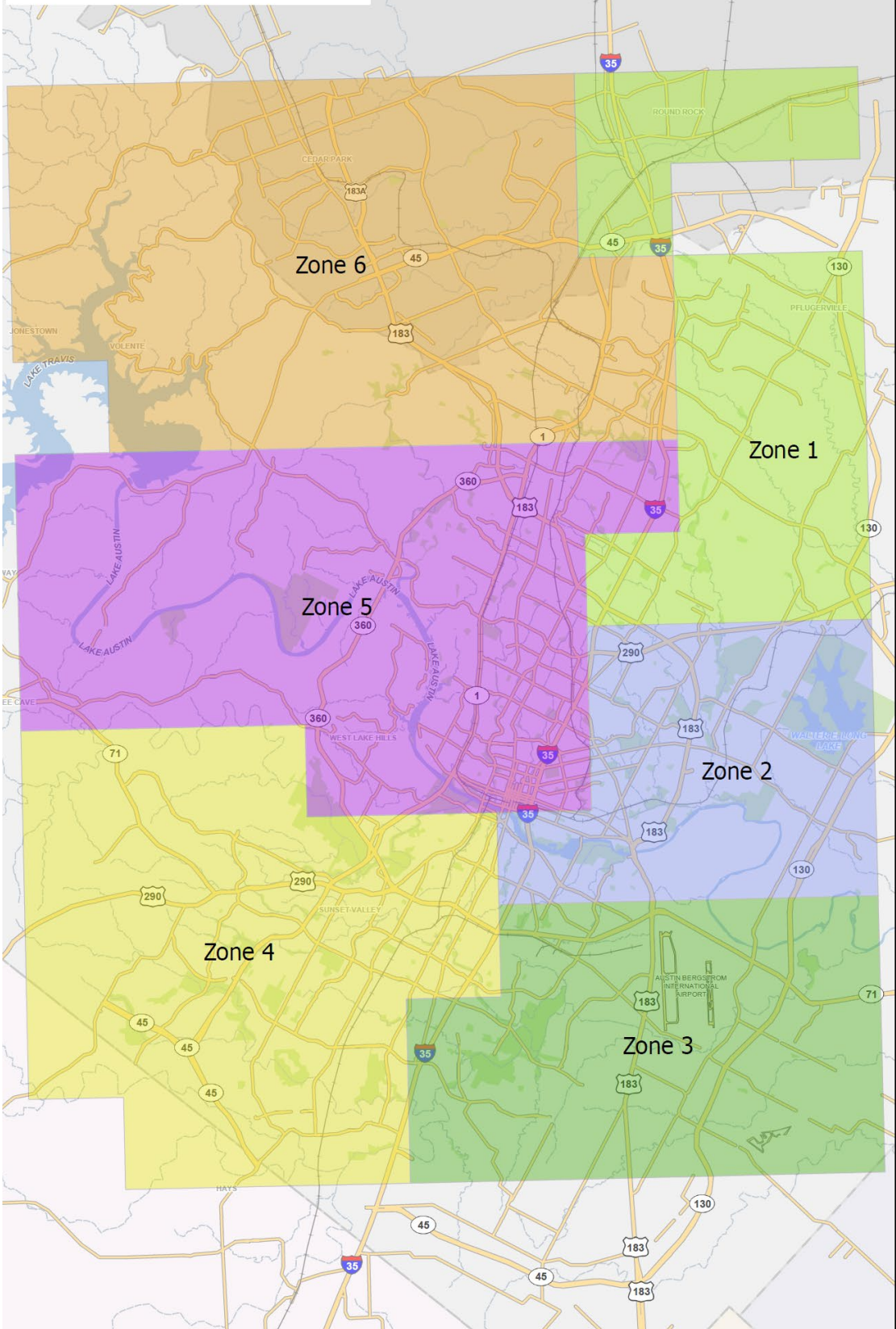
PW agrees it is PW's responsibility to manage the costs of ROW Repairs related to AW so not to exceed the total amount of funding provided by AW. AW shall not be responsible for the cost of ROW Repairs that exceed AW's total allocated funding. Notwithstanding, PW may request additional funding related to increased work order management beyond the annual funding forecast stated above; however, PW agrees that such requests will be in advance and prior to any work being performed or charges incurred. AW is under no obligation or requirement to approve such PW requests.

II. Coordination of ROW Repairs

A. General

1. Each fiscal year shall begin on October 1st.
2. Service areas shall be divided into six geographical zones (previously designated by PW). The shape of the zones can change over time through an amendment to this SLA.

PWD SBO UER Zones



3. The following lists the MAPSCO grids for each of the six zones:

Zone 1 (Northeast)	Zone 2 (Central East)	Zone 3 (Southeast)	Zone 4 (Southwest)	Zone 5 (Downtown)	Zone 6 (Northwest)
376	556	645	580	490	370
377	557	646	581	491	371
378	558	647	582	492	372
406	586	648	610	493	373
407	587	674	611	494	374
408	588	675	612	495	375
437	615	676	613	496	400
438	616	677	614	520	401
467	617	678	640	521	402
468	618	704	641	522	403
497		705	642	523	404
498		706	643	524	405
526		707	644	525	406
527		708	670	550	430
528			671	551	431
			672	552	432
			673	553	433
			701	554	434
			702	555	435
			703	583	436
				584	460
				585	461
					462
					463
					464
					465
					466

4. PW and AW agree that for purposes of clarity and efficiency, AW shall assume control for backlog and future ROW Repairs for AW construction and maintenance activities in a defined zone on a mutually agreed upon schedule that is discussed and decided annually for the next fiscal year. Upon assumption of control for ROW Repairs for a zone, PW shall not provide any ROW Repairs in that zone.
5. For FY 2021-22, PW and AW agree that Zone 3 shall continue to be the responsibility of AW on the Effective Date of this SLA.
6. PW shall be paid monthly by AW for completed work orders. For purposes of this SLA, “completed” shall mean that all the ROW Repairs for a work order have been finished, inspected, and all associated paperwork has been fully processed, and no other tasks associated with that work order are open or pending.

7. For purposes of this SLA, a location comprises all types of ROW Repairs and includes all costs such as labor, administrative, fees, charges, services (including inspection), equipment, materials, and supplies directly and indirectly associated with the repair in the ROW for a particular AW construction or maintenance activity.

B. Forecast

In January of each year, designated Assistant Directors of AW and PW shall meet to determine the assumption of zone(s) by AW from PW for the current/upcoming fiscal year and the date of the assumption. AW is forecasting at the date of execution of this SLA that 50% or more of the zones will be assumed by AW by the end of FY 2024-25. This assumption is subject to change based on performance and work demand by both AW and PW.

C. Concrete Work (Beginning FY 2021-22)

PW acknowledges that AW will occasionally use AW staff to provide concrete services for those areas that AW has operational responsibility for ROW Repair services. AW employees will provide such ROW Repair services in those instances in which the use of third-party contractors would not be efficient or cost-effective.

III. CONTACTS

Contacts are subject to change with written notice to the other Party. Contacts will be updated at a minimum during the January Forecast meetings.

A. AW

1. James Robinson, Project Coordinator, is the primary AW contact for any issues related to the performance of this SLA or any issues related to AW ROW Repairs for AW construction and maintenance activities (512-972-1046; James.Robinson@austintexas.gov).
2. Further issues can be raised to Scott Morrow, AW Division Manager, (512-972-1208; scott.morrow@austintexas.gov).

B. PW


1. Eladio (Eli) Mendoza, Project Coordinator, is the primary PW contact for any issues related to the performance of this SLA or any issues related to PW ROW Repairs for AW construction and maintenance activities (512-974-8729; eladio.mendoza@austintexas.gov).
2. Further issues can be raised to Reiner Hershaw, PW Division Manager (512-974-7077, Reiner.Hershaw@austintexas.gov).

IV. TERMS, TERMINATION, OR MODIFICATIONS

- A. This SLA is effective (“Effective Date”) when signed and shall be in effect until either Party terminates this SLA. Such termination is subject to prior written notification to the other Party of at least 20 business days.

- B. All amendments to this SLA shall be in writing and executed by both Parties. By signing below, the Parties indicate concurrence with the terms and conditions of this SLA:

Austin Water:




Greg Meszaros, Director

06/10/2021

Date

Public Works Department:

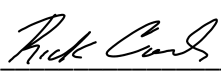


Richard Mendoza, Director

May 25, 2021

Date

Austin Water:

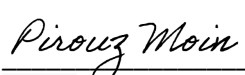


Rick Coronado, P.E., Assistant Director

5/24/2021

Date

Public Works Department:



Pirouz Moin, P.E., Assistant Director

5/24/2021

Date