INTERLOCAL AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR SHARING OF EXPENSES UNDER LEASE OF SPACE
AT AUSTIN STATE HOSPITAL

This Agreement is entered into by the City of Austin (City) and Travis County (County) pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, both City and County desire that the Crisis Intervention Teams of the Austin Police Department and Travis County Sheriff’s Office be located together at the Austin State Hospital, located at 4110 Guadalupe Street, Austin, Texas; and

WHEREAS, City and County are authorized to enter into this agreement by Texas Government Code, Chapter 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, City and County agree as follows:

I.

City and County enter into this Agreement to authorize the Crisis Intervention Teams of the Austin Police Department (APD) and Travis County Sheriff’s Office Crisis Intervention Team, to be located together in Building 631 of the Austin State Hospital, 4110 Guadalupe Street, Austin, Texas. City and County will lease the space that is the subject of this agreement from the Texas Department of State Health Services (TDSHS).

II.

City and County agree that they will each be responsible for one-half of the costs set out in the terms of the lease agreement between them and TDSHS and the Contract Agreement Form attached to the lease as Exhibit D. County will make payment to TDSHS and to ASH as required under the lease and under the Contract Agreement Form. City agrees to reimburse County for one-half of the lease payments and for one-half of the payments under the Contract Agreement Form. If any additional costs are assessed against both parties under the lease or the attached Contract Agreement Form, City and County agree that each will be responsible for one half of any such assessment. Additional costs incurred by City or County will be the responsibility of the Party that incurred the cost. City will pay County within thirty (30) days after receipt of the invoice.

III.

The initial term of this agreement shall begin on October 1, 2008 and shall continue through August 31, 2010, unless sooner terminated by either Party as provided herein. This agreement shall thereafter automatically renew each September 1 for five (5) additional one-year terms, subject to each party’s right to terminate as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination.
V.

No Party to this Agreement will be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

VI.

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.

City will make payments under this agreement from current revenues.

VIII.

Any notice given hereunder by one party to the other party shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to City of Austin:

Art Acevedo, Chief of Police
Austin Police Department
715 E. 8th Street
Austin, TX 78701
Fax: 974-6611

Copy to:

David Allan Smith, City Attorney
P.O. Box 1088
Austin, TX 78767-8828
Fax: 974-2894

If to Travis County:
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 duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

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.

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.

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.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.
Approved on the date or dates indicated.

CITY OF AUSTIN

_________________________________
Marc A. Ott
City Manager

_________________________________
Date

TRAVIS COUNTY

_________________________________
Samuel T. Biscoe
County Judge

_________________________________
Date