

**RENEWAL TO AND AMENDMENT OF**  
**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**  
**FOR PUBLIC HEALTH SERVICES**  
**(2009 Renewal Term)**

This Renewal and Amendment for the 2009 Renewal Term ("2009 Renewal") of the Interlocal Cooperation Agreement Between the City of Austin and Travis County for Public Health Services ("Agreement") is entered into by the following parties: the City of Austin, a home rule municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

**RECITALS**

City and County, referred to below as the Parties, entered into the Agreement to operate to collaboratively provide public health and human services throughout Travis County and the City of Austin, the Initial Term of which began October 1, 2007, and terminated September 30, 2008 ("2008 Agreement").

The Agreement allows the Parties to amend the Agreement where such amendments are in writing and signed by both Parties; and to renew the Agreement for an additional term, subject to the approval of funding by each entity's governing body and as evidenced by written agreement signed by both Parties.

The Parties entered into an extension of the 2008 Agreement which was effective October 1, 2008, and continued through December 31, 2008 ("Extension Agreement"), which is attached as Exhibit 1.

City and County desire to renew the Agreement for an additional term, and to make certain amendments to the Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be received, City and County agree to amend the Agreement as follows:

**1.0 AGREEMENT TERM(S)**

1.1 **Initial Term.** The Parties agree that the "Initial Term" of the Agreement was between October 1, 2007 and September 30, 2008.

1.2 **Extension Term.** The Parties agree that the "Extension Term" of the Agreement was between October 1, 2008, and December 31, 2008.

1.3 **2009 Renewal Term.** Pursuant to Section 3.2 of the Agreement, the Parties agree to renew the Agreement for an additional term beginning January 1, 2009, and terminating September 30, 2009 ("2009 Renewal Term"), unless sooner terminated according to the Agreement terms.

**2.0 ENTIRE AGREEMENT**

2.1 **Attachments.** The Parties agree to amend Section 5.2, "Attachments," by adding the following:

5.2.7	Attachment C-09	2009 Renewal Term Financial and Performance Reports/Forms
5.2.8	Attachment E-09	2009 Invoice Form

The attachments listed above are included in this 2009 Renewal as Exhibit 2 and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

### **3.0 GENERAL PROVISIONS**

3.1 **Extension Term Provisions.** The Parties agree that the fees charged during the Extension Term were the same as those charged during the Initial Term.

3.2 **Renewal Term Provisions.** The Parties agree that this 2009 Renewal includes increases in fees over the amounts charged during the Initial Term and the Extension Term.

3.3 **Financial True-Up.** The Parties agree that the true up for the Extension Term will be included in the true-up performed pursuant to Section 13.4 of the Agreement for the 2009 Renewal Term, making that true-up cover the time period between October 1, 2008, through September 30, 2009.

### **4.0 AGREEMENT FUNDS**

4.1 **2009 Extension Term Agreement Funds Amount.** The Parties agree that City has continued to provide the services described in the Agreement during the term of the Extension Agreement, and County agrees to pay City for such services in the amount identified in (iv) by December 31, 2008. The Parties agree that the amount identified in (iii) below is the true-up amount due to County for fiscal year 2008 under Section 13.4.2 of the Agreement.

(i)	GROSS Total:	\$	<u>658,349.00</u>
(ii)	LESS Personnel Credit:		<u>42,996.00</u>
(iii)	LESS FY 08 True-Up Amount:		<u>67,647.00</u>
(iv )	NET Total:	\$	<u>547,706.00</u>

4.2 **2009 Renewal Term Funds.** The Parties agree to amend the Agreement by adding the following to Section 13.0, "Agreement Funds:"

13.1.2 - **Fixed Price - 2009 Renewal Term Funds Amount.** In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended herein, and subject to other applicable provisions of the Agreement, County shall pay City as follows for the 2009 Renewal Term (January 1, 2009 - September 30, 2009):

**Nine-Month Total:**

GROSS Total:	\$	<u>2,309,533.75</u>
LESS Personnel Credit:		<u>132,511.75</u>
NET Renewal Term:	\$	<u>2,177,022.00</u>

City expressly acknowledges and agrees that the sum stated in this Section 13.1.2 is the amount to be paid by County to City during the 2009 Renewal Term unless an increase in the County budget for the 2009 Renewal Term is approved by Commissioners Court and this Agreement is appropriately amended.

4.3 **Payments to City - Quarterly Payment Dates.** The Parties agree to amend Section 13.2.1, "Quarterly Payment Dates," by adding the following which will apply to the 2009 Renewal Term:

13.2.1- 09 - **2009 Renewal Term - Quarterly Payment Dates.** County shall pay City quarterly an amount equal to one-third of the total net amount set forth in Section 13.1.2 above on or before the following dates:

- (a) March 31, for the period January 1, 2009 – March 31, 2009
- (b) June 30, for the period April 1, 2009 – June 30, 2009
- (c) September 30, for the period July 1, 2009 – September 30, 2009

**4.4      Payments to City - Quarterly Amount.** The Parties agree to amend Section 13.2.2, "Quarterly Amount," by adding the following:

13.2.2 - 2009 Renewal Term - Quarterly Amount.

- (a) The quarterly amount for the 2009 Renewal Term shall be:  
**\$ 769,844.58**
- (b) less the agreed upon quarterly credit for County personnel in the amount of:  
**\$ 44,170.58**
- (c) for a total quarterly payment of:  
**\$ 725,674.00**

#### **5.0      INCORPORATION**

City and County hereby incorporate this 2009 Renewal into the Agreement, as previously amended by the Extension Agreement, and ratify all terms and conditions of the Agreement that are not amended above. City and County agree that the Agreement, as amended in the Extension Agreement and herein, constitutes the entire agreement between the Parties with regard to public health services and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

#### **6.0      EFFECTIVE DATE**

The Parties agree that the terms of this 2009 Renewal shall be effective January 1, 2009, if fully executed by City and County.

#### **TRAVIS COUNTY**

BY: \_\_\_\_\_  
 Printed \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### **CITY OF AUSTIN**

BY: \_\_\_\_\_  
 Printed \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### **APPROVALS:**

As to Legal Form:

As to Form:

\_\_\_\_\_  
 Assistant County Attorney  
 Purchasing:

\_\_\_\_\_  
 Assistant City Attorney

\_\_\_\_\_  
 Cyd Grimes, Purchasing Agent  
 County Auditor:

\_\_\_\_\_  
 Susan Spataro, County Auditor

**EXHIBIT 1**

**EXTENSION AGREEMENT**

**EXHIBIT 2**

**ATTACHMENTS**

**Attachment C-09 - 2009 Renewal Term Financial and Performance Reports/Forms**

**and**

**Attachment E-09 - 2009 Invoice Form**