

INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN

PARTIES

This Interlocal Agreement is made by and between Travis County, Texas, a political subdivision of The State of Texas, and the City of Austin, a home-rule municipality and political subdivision, for the limited purposes stated here, in light of the following premises:

RECITALS

Travis County has entered into a grant contract with the Texas Commission on Environmental Quality. The grant contract governs Travis County's use of funds in the Local Initiatives Project, which is a project designed to improve Texas air quality, as provided for in Health and Safety Code section 382.220. City of Austin's project proposal has been fully evaluated and determined to fit within the minimum criteria and standards established by the TCEQ, as well as meeting more specific standards that Travis County has established for the project categories. Travis County officially selected this project on February 10, 2009.

Travis County has the authority to enter into this Agreement under Local Government Code, Section 791.001.

In consideration of the above premises, the parties to this contract agree to the terms and conditions stated in it.

PURPOSE

The purpose of the contract is to govern the City of Austin's use of Local Initiative Project funds to purchase hybrid vehicles, which is a project authorized under the Health and Safety Code section 382.220.

AGREEMENT

1.0 *Travis County's Responsibility*

- 1.01 After receiving proof (as described in Paragraph 2.02) from the City of Austin that the relevant vehicle, its engines and emission-control equipment have been destroyed and rendered inoperable, Travis County shall reimburse the City of Austin fifty (50) percent of the actual cost of the purchase, not to exceed \$28,605 which is the Local Initiative Project amount approved for this project.
- 1.02 As a grant recipient, Travis County shall comply with the terms of the Local Initiative Project grant (included here as Attachment 1) and Texas's Uniform Grant Management Standards.

2.0 *City of Austin's Responsibility*

- 2.01 City of Austin shall purchase within applicable time frames hybrid vehicles and retire and render inoperable the vehicle, the engine and emission-control equipment replaced through this purchase.
- 2.02 City of Austin shall provide Travis County with proof required under paragraph 1.01 in the form of a completed "Local Initiative Projects Retired Vehicle Manifest" (included here as Attachment 2), pictures of the old and new vehicles, and the vehicle VIN numbers.
- 2.03 Unless Travis County's Commissioners Court specifies a later date in a written order delivered to the City of Austin, by August 14, 2009, Paragraph 2.02 proof shall be delivered in person or by postage-prepaid registered or certified mail to Travis County's Air Quality Project Manager, whose mailing address is P.O. Box 1748; Austin, Texas 78767.
- 2.04 City of Austin shall permit Travis County or its authorized representative to audit City of Austin's transactions related to this contract, within five (5) business days after receiving notice of such. In addition, City of Austin shall provide Travis County or its authorized representative with any information necessary to facilitate such audit.
- 2.05 As a grant sub-recipient, City of Austin shall comply with the terms of the Local Initiatives Project grant and Texas's Uniform Grant Management Standards, and provide Travis County with all required assurances for receiving state grant funds as Travis County may request.
- 2.06 In the event of the City of Austin's non-compliance with any term of this contract, Travis County may withhold payment.

3.0 *Notice*

- 3.01 Unless a provision specifically provides otherwise in this contract, any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth below for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, address to the party at the address noted below:

TRAVIS COUNTY:

County Judge
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

CITY OF AUSTIN:

P.O. Box _____
_____, Texas _____

4.0 *Entire Agreement*

4.01 All oral and written agreements between the parties to this contract relating to this contract's subject matter that were made before this contract's execution have been reduced to writing and are contained in this contract, including Attachments 1 and 2.

_____, TEXAS

By: _____
Name: _____
Title: _____
Authorized Representative
Date: _____

Approved as to Form:

_____Attorney

Date _____

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Briscoe, County Judge

Date: _____