

CITY OF AUSTIN

AND

TEXAS DEPARTMENT OF PUBLIC SAFETY

INTERLOCAL AGREEMENT FOR STATE OF TEXAS CAPITOL COMPLEX

DATE: February 9, 2012

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the City of Austin ("City"), a home-rule municipality and political subdivision of the State of Texas, and the Department of Public Safety of the State of Texas, a state agency ("TXDPS").

WHEREAS, the City and TXDPS are authorized to enter into this Agreement under Section 411.062 and Chapter 791 of the Texas Government Code; and

WHEREAS, the parties would like to define respective responsibilities for the maintenance of signs, signals, street markings, and parking meters within the Capitol Complex; and

WHEREAS, the parties would like to define respective responsibilities for coordinating street closures within the Capitol Complex; and

WHEREAS, the parties would like to define respective responsibilities for traffic and parking enforcement, and general security in the Capitol Complex, including private property within the Capitol Complex; and

WHEREAS, TXDPS and the City acknowledge that in the event of a significant event, Austin Police Department ("APD") law enforcement officers will have concurrent jurisdiction over State of Texas property located within the Capital Complex, located within the jurisdiction of Travis County and that no mutual aid request is necessary for APD officers to make an arrest in that jurisdiction for the duration of APD's participation in a significant event at the request of TXDPS.

NOWHEREFORE, the parties hereto, for and in consideration of these promises and mutual obligations herein undertaken do, hereby, agree as follows:

Article 1. Contract Term, Termination

1. This Agreement becomes effective from the date first stated above, subsequent to being signed by all applicable parties, and shall end on September 30, 2021, unless amended in writing by the parties under Article 8 or terminated under Section 2 of this Article.

2. The parties may terminate this Agreement upon mutual written consent or either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Article 2. Police and Security Functions

The "Capitol Complex", as defined by Texas Government Code Section 411.061, is the property more particularly described in Exhibit "A" attached to this Agreement and by this reference incorporated herein.

The TXDPS will provide all police and general security functions within the Capitol Complex, including private property located in a state building. These functions will include all criminal and traffic law enforcement. APD will continue to respond to calls for police service and criminal offense investigation at all locations within the Capitol Complex occurring on private property that is not located in a state building. APD Communications will provide Austin DPS Communications with any information regarding calls for service located within the Capitol Complex.

Nothing in this agreement will preclude a peace officer as defined in the CCP, Article 2.12 "Who are Peace Officers", from exercising their duties as a peace officer in accordance with CCP. Article 14.01 "Offense Within View" or 14.03 "Authority of Peace Officers".

TXDPS will be responsible for obtaining and coordinating resources within their agency needed to provide full command and control over all significant events that exclusively affect and occur on State of Texas property located within the Capitol Complex. At their discretion and at the request of TXDPS, APD may render assistance during a significant event that exclusively affects and occurs on State of Texas property located within the Capitol Complex.

At the discretion of the supervision for TXDPS and contingent on APD availability, TXDPS may request assistance from APD for significant events, as needed. Any multi-agency law enforcement response at the request of TXDPS to a significant event at the Capitol Complex (e.g., WMD, homicide in progress, mass evacuation, large protest, etc.) will be worked using a Unified Command (as defined by the National Incident Management System Incident Command System) which will enable responding agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.

TXDPS will notify the Austin Regional Intelligence Center ("ARIC") of any special event, incident, or situation within the Capitol Complex or any property under the control of TXDPS that may affect the safety of the residents of the City of Austin.

APD will notify the TXDPS Intelligence Center of any special event, incident, or situation on any property within the city limits of the City of Austin that may affect the safety of the Capitol Complex or any property under the control of TXDPS. At

their discretion, TXDPS may contact APD at anytime for a “real-time” update on any special event, incident, or situation on any property within the city limits of the City of Austin that may affect the safety of the Capitol Complex or any property under the control of TXDPS.

Article 3. Street Closures within the Capitol Complex

The City will notify the TXDPS Intelligence Center of any special event, incident, or situation (not limited to those of a criminal nature) on any property within the city limits of the City of Austin that may affect the Capitol Complex or any property under the control of TXDPS.

The City will coordinate all street event closures within the Capitol Complex with the TXDPS Commander of the Capitol Complex or his designee. The City will notify the TXDPS Commander or his designee within five (5) days of receiving an application to close any portion of any right of-way within the Capitol Complex. Persons or organizations that desire to close any portion of right-of-way within the Capitol complex will make application to the City following normal application processes. The City will waive all application and permit fees for street closures within the Capitol Complex when notified in writing, a minimum of ten (10) days prior to the street closure by the TXDPS Commander, that the event is State sponsored.

The City will issue all permits for construction activities within the right-of-ways of the Capitol Complex. The City and or contractor will notify the TXDPS Commander and Executive Director of the Texas State Preservation Board of any construction activities that require the use or removal of parking areas a minimum of seven (7) days in advance of occupying the parking area. The contractor will be responsible for any fees required for parking closure. The City and or contractor will install temporary "No Parking Tow Away" signs where required to prohibit parking. The City Parking Enforcement Officers will have the authority to enforce parking regulations within construction sites located within the Capitol Complex. The City will coordinate their enforcement activities within construction sites with the TXDPS Commander or his designee. The City will notify TXDPS no less than six (6) months prior to beginning any planned major street reconstruction within the Capitol Complex, which requires street closure. The City will provide the TXDPS Commander or his designee with as much advance notice as possible for emergency street construction activities.

Article 4. Parking Meters

The TXDPS will coordinate with the Texas State Preservation Board (SPB) to install, operate, maintain, enforce, and collect monies from all state-owned parking meters installed within the Capitol Complex in accordance with Section 443.015 of the Texas Government Code, or other applicable Texas laws. This will include all meters

in place at locations operated and maintained by the City along either side of the streets forming the perimeter of the Capitol Complex on or before January 1, 1997.

Article 5. Signs, Signals, and Street Markings

The City of Austin will continue to erect, maintain, and inventory all street and traffic signs within the Capitol Complex except for signs that regulate parking. TXDPS will erect, maintain, and inventory all signs within the Capitol Complex that regulate parking.

The City of Austin will continue to erect, maintain, and inventory all electronic traffic control devices to include but not limited to, stop and go signals, turn signals, and flashing caution signals.

The City of Austin will install and maintain all street markings within the Capitol Complex except for markings that regulate parking. TXDPS will install and maintain all street markings within the Capitol Complex that regulate parking to include but not limited to, no parking zones, timed parking zones, and parking meter stall lines. Prior to any changes by the City or TXDPS, the parties shall notify the other and the State Preservation Board.

Article 6. City May Provide Service upon Request of TXDPS

The City may within its ability to perform, and upon request of TXDPS, provide the following service within the Capitol Complex:

- A. Parking meter installation and repair.
- B. Street markings or signage which regulates parking.
- C. Installation of other items or equipment related to public safety.

Reimbursement for materials and work performed under this Article will be made by the TXDPS based upon the documentation presented by the City and approved by TXDPS. TXDPS will make payment to the City within thirty (30) days from receipt of the City's request for payment, provided the request is properly prepared and consistent with this agreement. Payments under this Agreement will be made from current revenue available to the party.

Article 7. Indemnification

To the extent permitted by law, the City will hold harmless the TXDPS, its agents or employees, from all suits, actions, or claims and from all liability and damages for any liability resulting from the negligent acts or omissions of the City, its officers, employees, and agents pertaining to the activities to be carried out pursuant to this Agreement.

To the extent permitted by law, the TXDPS will hold harmless the City, its agents or employees, from all suits, actions, or claims and from all liability and damages for any liability resulting from the negligent acts or omissions of the TXDPS, its officers, employees, and agents pertaining to the activities to be carried out pursuant to this Agreement.

Article 8. Amendments

Any changes in the text, provisions, responsibilities, or obligations authorized herein will be made by written amendment agreed to by both parties.

Article 9. Successors and Assigns

The TXDPS and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, neither party will assign or transfer any interests in this Agreement without the prior written consent of the other party.

Article 10. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that holding 1) will not invalidate the remainder of this Agreement; 2) will be limited to the specific parts of the Agreement described in that holding; and 3) will not affect the validity of this Agreement in any way or in any other instance. The provisions of this Agreement are intended to be severable for this purpose. All other provisions will remain in full force and effect.

Article 11. No Waiver

No waiver of default by either party of any rights and obligations to be performed by the other party will be construed as, or will operate as, a waiver of any subsequent default of the rights and obligations of the other party.

Article 12. Entire Agreement

This Agreement constitutes the entire Agreement between the City and TXDPS. No other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained in this Agreement is valid or binding.

Article 13. Choice of Law and Venue

This Agreement will be governed by the laws of the State of Texas. Venue and jurisdiction of any litigation, or right of cause of action under or in connection with this Agreement will be exclusively in Travis County, Texas.

Article 14. Legal Notices

Any notices provided under this Agreement will be in writing and either sent by certified mail, postage paid, return receipt requested, or hand-delivered, addressed in each case as follows, until some other address is designated in a written notice to the other party.

City Manager
City of Austin
P. O. Box 1088
Austin, Texas 78767

Director
Texas Department of Public Safety
P. O. Box 4087
Austin, Texas 78773-0001

Chief of Police
City of Austin
P. O. Box 689001
Austin, Texas 78768-9001

Director of Public Works
City of Austin
P. O. Box 1088
Austin, Texas 78767

Director
Austin Transportation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767

Office of General Counsel
Texas Department of Public Safety
P. O. Box 4087
Austin, Texas 78773-0001

City Attorney
City of Austin
P. O. Box 1088
Austin, Texas 78767

Executive Director
Texas State Preservation Board
P.O. Box 13286
Austin, TX 78711

IN WITNESS WHEREOF, the parties have executed duplicate counterparts to effectuate this agreement.

Marc A. Ott
City Manager
City of Austin

Steve McCraw
Director
Texas Department of Public Safety

Exhibit "A" - Capitol Complex map dated September 2003

Legal review and approval by:

(signature)

(print name)

City Attorney's Office
City of Austin

(signature)

(print name)

Office of General Counsel
Texas Department of Public Safety