

**City Council Questions and Answers for  
Thursday, October 03, 2013**

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, October 03, 2013 at Austin City Hall  
301 W. Second Street, Austin, TX



**Mayor Lee Leffingwell  
Mayor Pro Tem Sheryl Cole  
Council Member Chris Riley, Place 1  
Council Member Mike Martinez, Place 2  
Council Member Kathie Tovo, Place 3  
Council Member Laura Morrison, Place 4  
Council Member William Spelman, Place 5**

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## **QUESTIONS FROM COUNCIL**

### **1. Agenda Item # 5**

- a. QUESTION: Please provide details regarding the work planned for the renovations at the ARCH, including improvements to the structure and any improved services or increased capacity for clients that will result from the renovations. COUNCIL MEMBER MARTINEZ
- b. ANSWER: The budget amendment included on the October 3, 2013 City Council agenda is the Capital Budget component of a change to the Fiscal Year 2013-2014 Operating Budget made by City Council during the adoption process. Staff will utilize the funding toward the conversion of a garage to conditioned space at the ARCH. The conversion, as proposed by Front Steps, will enclose approximately 3,000 square feet of space for day services, create additional bathrooms, day seating, and program space. The additional space will allow for improved outreach and increase the ability to provide case management services to clients. Building Services staff will coordinate with Front Steps and the Health and Human Services Department on the design and construction of this project. Staff anticipates further development of the program and revised cost estimates in November 2013.

### **2. Agenda Item # 10**

- a. QUESTION: Has the Parks Board reviewed this ordinance and provided a recommendation? MAYOR PRO TEM COLE
- b. ANSWER: This item was not reviewed by the Parks and Recreation Board. However, on September 30, 2013, this item was approved by the Public Health and Human Services Commission on a 2-0 vote with Council Member Morrison off the dais.

### **3. Agenda Item # 13**

- a. QUESTION: Why is this property so expensive? Is there an assessed value and/or appraisal? COUNCIL MEMBER SPELMAN
- b. ANSWER: This property was appraised by an independent, third-party appraiser. The appraiser utilized the sales comparison approach which compared the sales price of comparable properties.

### **4. Agenda Item # 17**

- a. QUESTION: What are the primary differences between this agreement and previous agreements? COUNCIL MEMBER SPELMAN
- b. ANSWER: See attachment

5. Agenda Item # 18

- a. QUESTION: Regarding the Thanks Again airport rewards program, the backup notes: "Additionally, the airport loyalty/rewards program may extend throughout the Austin market to include local merchants and targets tourist attractions. This is a unique opportunity for local businesses to enhance their existing marketing efforts and increase revenue from reward-seeking consumers interested in earning additional rewards when they shop locally." 1) What are the requirements for a local business to participate in this program? 2) Are there associated costs to the local business? 3) Are there any estimates of the value of participating for a local business? COUNCIL MEMBER MORRISON
- b. ANSWER: 1) In order to participate in the Thanks Again program any local business, regardless of size, must have: (a) a credit card processing platform in place and (b) legal ability to enter in to a binding agreement with Thanks Again. 2) There are no upfront fees for the local businesses – only performance based fees, typically 4% of the total costs of a transaction. 3) There is no dollar value for participation. However, local businesses can leverage awards to promote patronage, establish customer loyalty, and minimize discounting. 25,000 local businesses nationwide participate in the Thanks Again program.

6. Agenda Item # 22

- a. QUESTION: Please explain how often AWU needs to use such equipment, and whether staff have done a cost-benefit analysis to support borrowing rather than purchasing the equipment. COUNCIL MEMBER TOVO
- b. REVISED ANSWER: The AWU department uses the equipment approximately 4 to 8 times a month for various capital improvements (CIP), maintenance, and emergency repair projects throughout the Austin area. AWU and other city departments use this contract for rental of equipment that is not commonly used and is not practical to purchase. It is used for specific work that requires specialized shoring. An analysis was performed many years ago for this contract, and as a result, AWU found this type of equipment is not cost effective to own, store, or deploy to work sites. AWU, however, owns shoring equipment that is most commonly used on a day to day basis by Pipeline Operations employees. In addition, the Watershed Protection Department uses the contract for different components and sizes of plates required by a variety of job excavation dimensions. WPD owns equipment for projects that are "typical". However, this contract allows them

to utilize the most appropriate sized equipment for any given project. These trench boxes, which serve a safety function, can cost upwards of \$10,000 per box. Again, the cost will vary depending on the size and length of the box. However, given that they serve a safety function, this contract is important in that it provides the flexibility and options to ensure the most stable work area for field staff.

- c. QUESTION: What is the estimated cost to purchase this same equipment?  
COUNCIL MEMBER TOVO
- d. ANSWER: A recent purchase included two (2) four wall systems estimated about \$30,000. The estimated cost to provide for AWU Pipeline to purchase all specialized equipment would be over \$100,000. The greater advantage to the rental contract is response delivery of the equipment for emergency situations.

7. Agenda Item # 29

- a. QUESTION: This contract for APD will provide over-the-phone interpreters for non-English speakers. What languages are and are not covered by this contract? COUNCIL MEMBER MORRISON
- b. ANSWER: The contract calls for a variety of languages to be provided and the vendor has stated in their bid that they can provide up to 200 different languages. Contractors must be able to provide Language interpretation for at least the following languages: Spanish, Vietnamese, Russian, Korean, Farsi, Mandarin, Arabic, French, Burmese, Hindi, Karen, Nepali, Thai, Bengali, Swahili, Turkish, Indonesian, Japanese, Albanian, Haitian Creole, Cantonese, Portuguese, Tagalog, Romanian, Gujarati, Taiwanese, Bosnian, Afrikaans, Navajo, IBO, Telugu, English, & Berber. For a complete list, please see the attached.
- c. QUESTION: 1) What are the 5 most common languages for which APD uses phone language interpretation services? 2) Please indicate how many hours were associated with interpretation services for those languages. 3) Does APD pay on a per-hour basis, or does the contract include unlimited services? 4) Has APD used VOIANCE in the past? COUNCIL MEMBER TOVO
- d. ANSWER: 1) The most common languages for which APD uses phone language interpretation services are Spanish, Arabic, Burmese, Vietnamese, and Swahili. 2) Spanish - 67,754 minutes = 1,129.23 hours; Arabic - 868 minutes = 14.47 hours; Burmese - 406 minutes = 6.77 hours; Vietnamese - 376 minutes = 6.27 hours; Swahili - 272 minutes = 4.53 hours. 3) APD pays on a per minute basis. 4) The system shows no prior business w/Voiance as far back as 2006.

8. Agenda Item # 31

- a. QUESTION: Does the City have insurance that covers the costs for these repairs and replacements due to the July 2, 2013 fire? COUNCIL MEMBER MORRISON
- b. ANSWER: The City does have an All Risk Property insurance policy with Lexington Insurance Company. The policy carries a \$50,000 deductible and includes all contents.

9. Agenda Item # 37

- a. QUESTION: This contract can be awarded to the staff recommended company or "one of the other qualified offerors". Were there any other qualified offerors besides the staff's recommendation? Please provide more information, an evaluation matrix, or reason why more information wasn't provided in backup? COUNCIL MEMBER MORRISON
- b. ANSWER: There were five responsive offers for this RFP. HRD is fine with awarding to any of the responsive firms listed: 1) Falcon Insurance Agency 2) Arthur J. Gallagher Risk Management Services 3) AirSure Limited LLC 4) Higginbotham/Aviation Insurance Agency 5) Winters Aviation Insurance Agency. See attached evaluation matrix.

10. Agenda Items # 41-47

- a. QUESTION: How did staff decide that the line items in the backup for each of these items were the correct amounts for each expenditure? COUNCIL MEMBER SPELMAN
- b. ANSWER: The Purchasing Office's Chief Administrative Officer requested a report of expenditures made on General Accounting Expense (GAX) documents, which are a financial expenditure transaction. Nine (9) months of FY13 data was made available in this report. The list of City Procurement Card expenditures for the same time period were merged with the list of GAX expenditures to produce a list of expenditures with individual vendors. The amounts and counts of vendor expenditures were then divided by 9 (experience over 9 months of activity) and then multiplied by 12 to produce an annualized count and expenditure estimate by vendor. The businesses identified by name in the body of the RCA are those for which we anticipate an FY14 expenditure in excess of \$57,000, the City Manager authority limit for FY14.

11. Agenda Item # 42

- a. QUESTION: For the advertising procurements, what minority voice media outlets are part of the companies listed? COUNCIL MEMBER MORRISON
- b. ANSWER: The businesses identified in the body of the RCA are the media outlets with which we anticipate spending \$57,000 or more with individually

during Fiscal Year 2014. Businesses with which we anticipate spending less than \$57,000 with individually are not listed in the body of the RCA. The following minority voice outlets were used for advertising services in FY13, primarily for recurring solicitation advertising for the City: 1) Arriba Art and Business News (Romeo Rodriguez): \$8,962.28; 2) Nokoa – The Observer (Akwasi Evans): \$4,720; 3) The Villager (Tommy Wyatt): \$3,550; 4) La Prensa: \$4,482.50. None of the above vendors are currently MWBE certified by the City of Austin. SMBR has conducted individual outreach to each of the businesses.

12. Agenda Item # 46

- a. QUESTION: Please explain the Corporate Executive Board fees in terms of the purpose, services received, and the number of employees who participate. COUNCIL MEMBER TOVO
- b. ANSWER: The Corporate Executive Board is a website that provides access to research, tools, and services that depict industry best practices on a wide variety of topics. In the past, the Corporate Executive Board has provided white papers on Employee Retention, Call Center Monitoring, and Employee Training. Austin Energy has utilized the Corporate Executive Board's industry surveys to compare and set targets for operational metrics. Each year, the Customer Care organization participates in the Corporate Strategy Board's annual survey on Call Centers. Austin Energy staff also participates in the Corporate Strategy Board's webinars as well as on-site training. This subscription allows any Austin Energy employee to utilize the website and services provided by the Corporate Executive Board. For CTM, there are approximately 25 employees who participate for IT Leadership at CTM. CIO Executive Board (CEB) helps provide CTM IT leadership with organizational and technology information by accessing information on: •key trends in government and industry, •organizing and managing critical talent, •metrics for benchmarking performance, •innovating operations, •driving alignment of technology with business needs, and •navigating leadership transitions. The information provided is vendor independent, sourced from industry and government executives and is immediately actionable based on extensive research of public/private member organizations' best practices.
- c. QUESTION: The response to the previous question only provides participation numbers for CTM. Please indicate how many AE employees have participated in the referenced webinars and on-site training. COUNCIL MEMBER TOVO
- d. ANSWER: As of 8:00 p.m. on October 2, 2013, 142 Austin Energy employees had utilized the service.

13. Agenda Item # 54

- a. QUESTION: Can breweries operate under zoning categories other than Light

Industrial? If so, which categories? COUNCIL MEMBER TOVO

- b. ANSWER: A brewery under 5,000 sq ft may be classified as a food preparation use which is conditional in Community Commercial (GR) zoning and permitted in General Commercial Services (CS) and more intense zoning. A brewery under 5,000 sq ft may be classified as a light manufacturing use as well. A brewery over 5,000 sq ft is classified as light manufacturing and is allowed in Limited Industrial Service (LI) and more intense zoning. The resolution on the Council agenda would only allow on site consumption in breweries zoned LI.

14. Agenda Items # 58-60

- a. QUESTION: Code Compliance has estimated a need to reassign 7 code inspectors for the pilot rental registration program for the areas identified in agenda items 58, 59, and 60. Yet Houston and Dallas assign fewer total inspectors to their citywide proactive rental registration programs. (I believe Houston has 4 inspectors for the citywide program and two supervisors; Dallas has 6 inspectors for its citywide program.) Please explain how many inspectors would be assigned to each of the potential pilot areas in Austin and whether the program could be launched in these three areas with fewer inspectors. COUNCIL MEMBER TOVO
- b. ANSWER: Code Compliance has estimated the need for 6 inspectors to complete a comprehensive inspection of the 964 properties consisting of 39,924 units in the pilot areas, approximately 1/3 of the total multifamily properties in Austin. In the pilot program, 2 inspectors would be assigned to each area and would be responsible for full inspection of property exteriors, common areas, inspection of up to 20% of vacant units and all complaint inspections. This would include re-inspections and legal actions to ensure compliance with noted violations. The inspections done in Houston were exterior only and were completed over a 5 year period while Dallas (exterior and 10% interior) has an inspection cycle every three years. The proposed schedule for the pilot program consisting of 1/3 total Austin multifamily properties is for a 1 year period. To extend the inspection cycle over a 3 year period could allow for less inspectors for a 1 year pilot. At this time specific multifamily program operations in the Dallas and Houston programs have not been fully explored. A comparison of program and inspection responsibilities for this response would be anecdotal. One indicator is that although 4 inspectors are assigned to proactive inspection, a total of 10 inspector positions are budgeted for Houston's entire multifamily program, which indicates that other duties may be performed by the additional staff.
- c. QUESTION: Will we be getting a fiscal note for these items? And how much of each amount will be used for identifying and pursuing properties who are supposed to register, versus enforcement action for problem properties? COUNCIL MEMBER SPELMAN

- d. ANSWER: If the Pilot Registration Program is approved, the Code Compliance Department (CCD) intends to implement and administer the program using existing and recently approved budgeted resources. Council approved the addition of four multi-family inspectors in the FY 2014 budget. This action increased our available multi-family inspectors from four to eight. CCD has designed a program which calls for two inspectors to be assigned per pilot area. If all three pilot areas are approved, a total of six inspectors will be assigned to work within the pilot areas. In addition, a temporary program specialist will be hired to provide administrative support to the field crew, by preparing and maintaining a rental registration and repeat offender database, preparing and mailing all required notices and performing other administrative duties related to the program. Though the Department is not requesting additional resources (FTEs and related costs), the program cost is estimated to be \$667,681 for all three pilot areas or \$222,560 per pilot area. This program is designed to inspect all the multi-family properties and 15% of the rental units within two years. The program could be launched in these three areas with three fewer inspectors at a cost of \$222,560 if the time period is modified from two to four years. The department will utilize one program specialist to identify and pursue properties who are supposed to register by: 1) Mailing affected owners an educational packet to include a pre-inspection checklist to prepare for inspection, website information, and necessary forms; 2) Cost for each pilot area is estimated at \$14,339 for a total of \$43,016 for all three pilot areas. Two inspectors for each pilot area will be utilized to inspect properties and escalate to enforcement action if necessary for problem properties. Cost for each pilot area is estimated at \$208,222 for a total of \$624,666 for all three pilot areas. The total cost for each pilot area is estimated at \$222,561 for a total of 667,681 for all three pilot areas.


15. Addendum Item # 1


- a. QUESTION: 1) Has this proposal been reviewed by the Building and Standards Commission for commissioner input and feedback? 2) How many cases would fall into the descriptions in the 6th versus the 7th Whereas paragraphs? 3) Does city code currently provide an expedited process allowing owners to make repairs that address dangerous and substandard conditions?  
COUNCIL MEMBER TOVO
- b. ANSWER: 1) No, the Commission has not had a chance to discuss this item as a body. A copy has been forwarded to the Commissioners and will be an agenda item on October 23, 2013. 2) We currently do not have a report that queries information described in "whereas no 6. or 7." Staff is currently working to obtain the requested information. 3) City Code allows owners to make temporary repairs to address emergency and/or dangerous conditions without first obtaining required permits (Property Maintenance Code and the Technical Codes utilized by Planning and Development Review Dept.). CCD has been informed by the Planning and Development Review Department that a "quick turnaround" process is available which allows owners to obtain necessary permits in an expedited process when immediate repairs are



necessary.

**END OF REPORT - ATTACHMENTS TO FOLLOW**

 *The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*

 *For assistance please call (512) 974-2210 OR (512) 974-2445 TDD.*



## Council Question and Answer

**Related To**

Agenda Item #17

**Meeting Date**

October 3, 2013

### Additional Answer Information

#### **QUESTION: What are the primary differences between this agreement and previous agreements? COUNCIL MEMBER SPELMAN**

Below are the highlights. There weren't many changes needed; however, the changes made, enhanced the spirit of cooperation between the City of Austin (particularly law enforcement) and DPS. These changes serve as a platform for plans to map Capitol Complex buildings for APD's footprints and preplans in CAD, via Emergency Planning and Response Unit.

They also have helped sparked interest in multi-agency exercises using Unified Commander. The first of which includes APD, DPS, and UTPD and is in the planning stages and is tentatively scheduled for November.

- State law requires an interlocal, as opposed to an MOU, between the City of Austin and TX DPS and Texas State Preservation Board. (See statutes below)
- Language updated to reflect NIMS best practice (e.g., Unified Command)
- Facilitates "real-time" communication between agency's
- Specifies DPS notification to ARIC
- Specifies APD notification to Texas Fusion Center
- Article 6. City May Provide Service upon Request of TXDPS, updated to allow for the "Installation of other items or equipment related to public safety" (e.g., Cameras, etc).
- Articles 15 through 20 provide hold-harmless general contract language
- Texas State Preservation Board ("SPB") conspicuously named in applicable sections
- Article 3 the City shall specifically TXDPS Fusion 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. Consider notice to DPS for special events and long-term construction during Legislative sessions.
- Removed the arbitrary wavier for fees owed to the City of Austin. All requests for waivers have to go through City Council. Council Member Tovo asked for a historical account of money owed to the City that was waived. Research reflected no record of any department in the City waiving fees and no money owed to the City by DPS.

*Government Code Sec. 411.062. LAW ENFORCEMENT AND SECURITY AUTHORITY.*

*(f) The department and the City of Austin shall execute an interlocal cooperation agreement that defines the respective responsibilities of the department and the city for traffic and parking enforcement and general security in the Capitol Complex, including private property within the boundaries of the complex.*

*Sec. 411.0645. TRANSPORTATION PLANNING COMMITTEE.*

*(a) The department, the City of Austin, the Capital Metropolitan Transportation Authority, the General Services Commission, the State Preservation Board, and The University of Texas at Austin shall each designate a representative to a committee established for the purpose of coordinating transportation in and adjacent to the Capitol Complex. The representative of the department*

*shall convene the initial meeting of the committee, and the committee shall elect officers and meet as decided by the committee.*

*(b) The committee may develop and recommend to the agencies represented agreements and memoranda of understanding relating to transportation in and adjacent to the Capitol Complex, including agreements or understandings relating to parking, vehicle traffic, and the location of light rail or other mass transit terminals and facilities in that area.*

*Added by Acts 1997, 75th Leg., ch. 270, Sec. 6, eff. May 26, 1997.*

Attached is the new Exhibit A that illustrates the actual size of the Capitol Complex (many erroneously believe it is just the Capitol building and grounds) and the Word version of the proposed draft, reviewed by both agencies' legal reps.

Also attached is the original expired version (expired 12-32-2001) passed via resolution 000302-18, March 2, 2000 (updated via memo 2003).



**CITY OF AUSTIN**

**AND**

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

**INTERLOCAL AGREEMENT FOR STATE OF TEXAS CAPITOL COMPLEX**

**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"), which are referred to herein as the "Parties."

**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.

**NOW THEREFORE**, 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 shall become effective on the date it is signed by the last of the two Parties to this Agreement, and shall continue in full force and effect for ten (10) years after execution of this Agreement, unless amended in writing by the Parties under Article 7 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) calendar 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 shall provide all police and general security functions within the Capitol Complex, including private property located in a state building. These functions shall include all criminal and traffic law enforcement. APD shall 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 shall provide Austin DPS Communications with any information regarding calls for service located within the Capitol Complex.

Nothing in this Agreement shall preclude a peace officer as defined in the Texas Code of Criminal Procedure ("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 Article 14.03, "Authority of Peace Officers."

TXDPS shall be responsible for obtaining and coordinating resources within its 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 its 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 TXDPS and contingent upon 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., weapon of mass destruction ("WMD"), homicide in progress, mass evacuation, large protest, etc.) shall be worked using a Unified Command (as defined by the National Incident Management System Incident Command System) which shall enable responding agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.

TXDPS shall 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 shall notify the TXDPS Fusion 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 its

discretion, TXDPS may contact APD at any time 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 shall notify the TXDPS Fusion 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 shall coordinate all street event closures within the Capitol Complex with the TXDPS Commander of the Capitol Complex or his designee (“TXDPS Commander”). The City shall notify the TXDPS Commander or his designee within five (5) business 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 shall make application to the City following normal application processes. The City shall issue all permits for construction activities within the right-of-ways of the Capitol Complex. The City or its designated contractor shall 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) business days in advance of occupying the parking area. The City’s designated contractor shall be responsible for any fees required for parking closure. The City or its designated contractor shall install temporary “No Parking Tow Away” signs where required to prohibit parking. The City Parking Enforcement Officers shall have the authority to enforce parking regulations within construction sites located within the Capitol Complex. The City shall coordinate its enforcement activities within construction sites with the TXDPS Commander or his designee. The City shall 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 shall 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 shall 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 shall 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 shall continue to erect, maintain, and inventory all street and traffic signs within the Capitol Complex except for signs that regulate parking. TXDPS shall erect, maintain, and inventory all signs within the Capitol Complex that regulate parking.

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

The City of Austin shall install and maintain all street markings within the Capitol Complex except for markings that regulate parking. TXDPS shall install and maintain all street markings within the Capitol Complex that regulate parking including, 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 prior written request of TXDPS authorized by the TXDPS Commander, 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 TXDPS based upon itemized invoices presented by the City and approved by TXDPS. The itemized invoices shall include details as prescribed by TXDPS. TXDPS shall make payment to the City within thirty (30) days from receipt of the City's request for payment and performance of the services, whichever is later, provided the request is properly prepared and consistent with this Agreement. Payments under this Agreement shall be made from current revenue available to the party.

#### Article 7. Amendments

Any changes in the text, provisions, responsibilities, or obligations authorized herein shall be made by written amendment executed by both Parties.

#### Article 8. 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 shall assign or transfer any interests in this Agreement without the prior written consent of the other party.

#### Article 9. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that holding 1) shall not invalidate the remainder of this Agreement; 2) shall be limited to the specific parts of this Agreement described in that holding; and 3) shall 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 shall remain in full force and effect.

#### Article 10. No Waiver

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

#### Article 11. 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 this Agreement which is not contained in this Agreement is valid or binding.

#### Article 12. Choice of Law and Venue

This Agreement shall 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 shall be exclusively in Travis County, Texas.

#### Article 13. Chapter 2260, Texas Government Code

The City shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Agreement.

#### Article 14. Legal Notices

Any notices provided under this Agreement shall 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

Director  
Texas Department of Public Safety  
P. O. Box 4087

Austin, Texas 78767

Austin, Texas 78773-0001

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

TXDPS Commander, Capitol Complex  
Texas Department of Public Safety  
P. O. Box 13126  
Austin, Texas 78711-3126

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

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

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

#### Article 15. No Liability for Employees and Officers

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of the other party's employees and officers, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the Parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of these Parties and not for the benefit of any person or entity not a party to this Agreement; nor shall any provision of this Agreement be deemed a waiver of any defenses available by law.

#### Article 16. No Liability for Homeland Security Activity

Pursuant to Section 421.062 of the Texas Government Code, the Parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under this Agreement.

#### Article 17. No Joint Enterprise

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and with respect to the performance hereunder, the Parties are and shall be independent contractors and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties in this Agreement. Nothing contained in this Agreement shall

be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the indebtedness, liabilities, and obligations of the other party to this Agreement or any other party.

Article 18. No Apparent Agency

Neither party has authority for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

Article 19. Audit

The City understands and agrees that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds in accordance with Section 2262.003 of the Texas Government Code. The City further agrees to cooperate fully with the State Auditor's Office or TXDPS in the conduct of an audit or investigation, including providing all records requested. The City shall ensure that this clause concerning the State Auditor's Office or TXDPS' authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it may award. The State Auditor's Office or TXDPS shall, at any time, have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the City relating to this Agreement. The City shall keep all records and documents regarding this Agreement for the term of this Agreement and for four (4) years after termination of this Agreement.

Article 20. Certifications

The Parties certify that this Agreement is authorized by the governing body of the Parties. The signatories for the Parties certify that they have full and complete authority to enter into this Agreement on behalf of the Parties.

**IN WITNESS WHEREOF**, the Parties have executed duplicate counterparts to effectuate this Agreement.

\_\_\_\_\_  
Marc A. Ott  
City Manager  
City of Austin

\_\_\_\_\_  
Steven C. McCraw  
Director  
Texas Department of Public Safety

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A" - Capitol Complex Map**

Legal review and approval by:

---

(signature)

---

(print name)

City Attorney's Office  
City of Austin

**Courter, Mary Ann**

---

**From:** Aucoin, Aline  
**Sent:** Tuesday, August 05, 2003 10:36 AM  
**To:** Courter, Mary Ann  
**Subject:** City of Austin - Interlocal Agreement for Capitol Complex

Mary Ann,

Accounting and Donna Sauls (Capitol Service) have the same contract documents, which include the January 1, 2002, interagency contract that does not contain the City of Austin's signature. Neither had the January 1, 2000, contract, but I had it in my files.

If the City of Austin signed the January 1, 2002, interagency contract, there appears to be two active contracts between DPS and the City of Austin that contain substantially similar language. If there are two active contracts, it is preferable for DPS to send a termination notice to the City of Austin regarding the January 1, 2000, contract. The January 1, 2002, contract contains some new language that reflects changes made during the 77<sup>th</sup> Legislative Session, so it is preferable for this contract to remain in existence.

Here is the history on the two contracts:

- 1) January 1, 2000, contract – this contract technically expired on December 31, 2001, but the parties signed an amendment to extend the agreement until December 31, 2002, and year to year thereafter, unless a party sends a termination notice to the other party. The City of Austin signed this extension on 2/20/02 and DPS signed it on 4/2/02.
- 2) January 1, 2002, contract – the term of this contract began on 1/1/02 and expires on 12/31/03. DPS signed the contract on 8/10/01, but neither Accounting nor Donna Sauls has a copy signed by the City of Austin.

I put the contract documents in your mailbox. Regardless of whether there are one or two active contracts, the both appear to contain the same language regarding the responsibilities of each party.

Aline Aucoin  
 Assistant General Counsel

*Cathy Parsley #5044*

*475-1184  
 send letter requesting crosswalk to  
 Mayor Arnold; he will forward  
 to City.*

8/5/2003

**Aucoin, Aline**

---

**From:** Aucoin, Aline  
**Sent:** Tuesday, August 05, 2003 10:36 AM  
**To:** Courter, Mary Ann  
**Subject:** City of Austin - Interlocal Agreement for Capitol Complex

Mary Ann,

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- 2) January 1, 2002, contract – the term of this contract began on 1/1/02 and expires on 12/31/03. DPS signed the contract on 8/10/01, but neither Accounting nor Donna Sauls has a copy signed by the City of Austin.

I put the contract documents in your mailbox. Regardless of whether there are one or two active contracts, the both appear to contain the same language regarding the responsibilities of each party.

Aline Aucoin  
Assistant General Counsel

8/5/2003



# City of Austin

Founded by Congress, Republic of Texas, 1839

Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767 Telephone 512/499-2000

February 20, 2002

Major Morris A. Arnold  
DPS Capitol Service  
P.O. Box 13126  
Austin, TX 78711

Dear Mr. Arnold:

On January 31, 2002, the City Council approved an amendment to the Interlocal Agreement between the City of Austin and DPS for traffic, parking enforcement, and general security within the Capitol complex. The amendment extended the term of the agreement for one additional year, to December 31, 2002, and includes an automatic annual renewal. In addition, the amendment allows either party to open discussions to amend the contract at any time, although no amendment will become effective unless in writing by both parties.

I am enclosing two signed copies of the amendment as approved by the City Council. Please sign and return one copy, and retain the other copy for your records.

If you have any questions, please contact me at 974-2357.

Sincerely,

A handwritten signature in cursive script that reads "Austan S. Librach".

Austan S. Librach, P.E., AICP  
Director

## TRANSPORTATION, PLANNING & SUSTAINABILITY DEPARTMENT

xc: Lisa Y. Gordon, Assistant City Manager  
Dave Peterson, Law Department  
Dave Gerard, TPS  
Sylvia Arzola, TPS

Attachments: Amendment to Interlocal Agreement

## AGREEMENT AMENDING AND EXTENDING INTERLOCAL AGREEMENT FOR CAPITOL COMPLEX LAW ENFORCEMENT

THIS AGREEMENT ("Amendment") is made by and between the City of Austin, a Texas home-rule municipal corporation ("City") and the Department of Public Safety of the State of Texas, a state agency ("TDPS") under the Interlocal Cooperation Act (Texas Government Code Chapter 791) and Section 411.062 of the Texas Government Code.

### RECITALS

- A. The City and TDPS are parties to an Interlocal Agreement For Capitol Complex Law Enforcement dated January 1, 2000 (the "Original Agreement") which defined the respective responsibilities of the parties for traffic and parking enforcement and general security in the Capitol Complex, as defined in Texas Government Code Section 411.061.
- B. The term of the Original Agreement expires on December 31, 2001, and the parties desire to extend the term of the Original Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and TDPS agree as follows:

### AGREEMENT

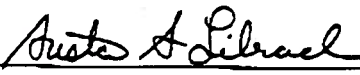
1. The Original Agreement is hereby amended to extend the term for an additional period of one years ending December 31, 2002 on the same terms and conditions as provided in the Original Agreement, and year to year thereafter, unless one party sends the other party written notice to terminate at least sixty (60) days prior to the end of any renewal term.
2. A party may propose amendments to the terms of the Agreement, as amended hereby, at any time by written notice to the other party. The other party agrees to reasonably consider a proposed amendment to this Agreement, but shall be under no obligation to agree to or accept any proposed amendment. No amendments shall be effective unless in writing signed by both parties.
3. Except as amended hereby, the Original Agreement shall remain unchanged and in full force and effect in accordance with its terms.
4. This Amendment shall be effective as of the date of execution of the last party to sign.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Approved as to form:

THE CITY OF AUSTIN

  
Assistant City Attorney

By:   
Name: AUSTAN S. LIBRACH  
Title: DIRECTOR, TPSD  
Date: 2-20-02



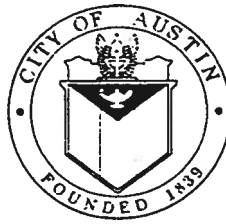
Approved as to form:

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: \_\_\_\_\_  
Name: Tom Kays  
Title: Chief of Finance  
Date: 04-22-02

LEGAL?

Major Motion



MEMORANDUM

**TO:** Charles Karakashian, Jr.  
Sr. Assistant General Counsel

**FROM:** Matthew Kite P.E., Assistant Director  
Public Works and Transportation

**DATE:** March 14, 2000

**SUBJECT:** Interlocal Agreement for Capitol Complex Law Enforcement

Attached is the final executed version of the Interlocal Agreement for Capitol Complex Law Enforcement.

If you have any further questions please contact me 499-7003.

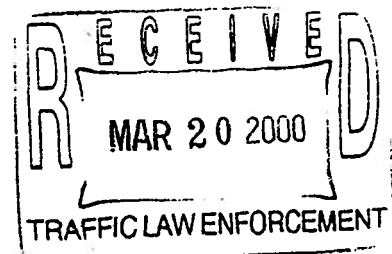
Sincerely,

*Elizabeth McClure*

for  
Matthew Kite P.E.  
Assistant Director

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

xc: Commander Robert Gross, APD  
Tamara L. Kurtz, Assistant City Attorney  
Major Randy Ellison, Department of Public Safety



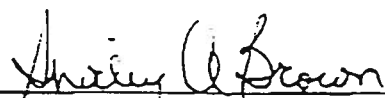
RESOLUTION NO. 000302-18

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The Council authorizes the negotiation and execution of an Interlocal Agreement with the TEXAS DEPARTMENT OF PUBLIC SAFETY for traffic and parking enforcement, and general security in the Capitol Complex.

ADOPTED: March 2, 2000

ATTEST:

  
Shirley A. Brown  
City Clerk

PGR:ja

J:\common\res\TxDot Interlocal-traffic enforcement

CITY OF AUSTIN

AND

TEXAS DEPARTMENT OF PUBLIC SAFETY

INTERLOCAL AGREEMENT FOR CAPITOL COMPLEX LAW ENFORCEMENT

DATE: January 1, 2000 2001

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 ("TDPS").

WHEREAS, the City and TDPS 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 traffic and parking enforcement, and general security in the Capitol Complex, including private property within the Capitol Complex; and;

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 and shall end on December 31, 2001, 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 TDPS will provide all police and general security functions within the Capitol Complex, excluding private property. These functions will include all criminal and traffic law enforcement. The City will continue to respond to calls for police service and criminal offense investigation at all locations within the Capitol Complex occurring on private property. 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 term "private property" is defined as any property not owned or controlled by the State of Texas.

### Article 3. Street Closures Within the Capitol Complex

The City will coordinate all street event closures within the Capitol Complex with the TDPS Commander of the Capitol District or his designee. The City shall notify the TDPS 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 shall 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 TDPS Commander that the event is State sponsored.

The City shall issue all permits for construction activities within the right-of-ways of the Capitol Complex. The City and or contractor shall notify the TDPS Commander 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 by TDPS 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 shall have the authority to enforce parking regulations within construction sites located within the Capitol Complex. The City shall coordinate their enforcement activities within construction sites with the TDPS Commander. The City shall notify the TDPS Commander no less than six (6) months prior to beginning any planned major street reconstruction within the Capitol Complex, which requires street closure. The City shall provide the TDPS Commander with as much advance notice as possible for emergency street construction activities.

### Article 4. Parking Meters

The TDPS will install, operate, maintain, enforce, and collect monies from all parking meters installed within the Capitol Complex. 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. TDPS 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. TDPS 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.

#### Article 6. City May Provide Service Upon Request Of TDPS

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

- A. Parking meter installation and repair.
- B. Street markings or signage which regulates parking.

Reimbursement for materials and work performed under this Article will be made by the TDPS based upon the documentation presented by the City and approved by TDPS. TDPS shall 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 shall be made from current revenue available to the party.

#### Article 7. Indemnification

To the extent permitted by law, the City shall hold harmless the TDPS, 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 officer, employees, and agents pertaining to the activities to be carried pursuant to this Agreement.

To the extent permitted by law, the TDPS shall 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 TDPS, its officers, employees, and agents pertaining to the activities to be carried pursuant to this Agreement.

#### Article 8. Amendments

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

#### Article 9. Successors and Assigns

The TDPS 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 shall not 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) shall not invalidate the remainder of this Agreement; 2) shall be limited to the specific parts of the Agreement described in that holding; and 3) shall 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 shall remain in full force and effect.

Article 11. No Wavier.

No wavier of default by either party of any rights and obligations to be performed by the other party shall be construed as, or shall operate as, a wavier 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 TDPS. 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 shall 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 shall be exclusively in Travis County, Texas.

Article 14. Legal Notices

Any notices provided under this Agreement shall 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 of Austin, Chief of Police  
715 E. 8<sup>th</sup> Street  
Austin, Texas 78701

*Mayor M. A. Arnold*  
Major R. K. Elliston, Commander  
Texas Department of Public Safety  
Capitol Police District  
Austin, Texas 78752

and copies to:

City of Austin -  
Attn: City Attorney  
P.O. Box 1088  
Austin, Texas 78701

and copies to:

Department of Public Safety  
Legal Office  
5805 North Lamar Blvd.  
Austin, Texas 78752

City of Austin  
Director, Department of Public Works & Transportation  
505 Barton Springs Rd.  
Austin, Texas 78704

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

The CITY OF AUSTIN

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: Martin Kie  
(Name)

By: Sam Hoas  
(Name)

ASSISTANT DIRECTOR  
(Title)

Chief of Finance  
(Title)

March 14, 2000  
(Date)

11-18-99  
(Date)

Exhibit "A" - Map of Capitol Complex

Approved as to Form:

City

Jamara Kurtz  
Name: Jamara Kurtz  
Title: Assistant City Attorney

TDPS

\_\_\_\_\_  
Name:  
Title:







## City of Austin

Norwood Tower • 114 West 7th Street  
P.O. Box 1546  
Austin • Texas 78767-1546

Phone • 512/499-2268

Founded by Congress  
Republic of Texas, 1839

Writer's Direct Line  
512/499-2526

## Law Department

Andrew Martin  
City Attorney

Writer's Fax Line  
512/499-2912

October 28, 1999

Chuck Karakashian  
Assistant General Counsel  
Texas Department of Public Safety  
P.O. Box 4087  
Austin, Texas 78773-0140

Dear Mr. Karakashian:

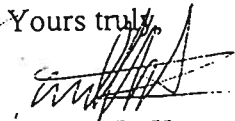
Thank you for your comments regarding the Interlocal Agreement for Capitol Complex law enforcement. I have enclosed a final copy of the Agreement for your client's signature. For now, please leave the contract dates spaces on page 1 blank. This information can be inserted after both parties have executed the Agreement.

After DPS has signed the Agreement, please forward the signed original to Matt Kite, Assistant Director, City of Austin Public Works & Transportation Department, 505 Barton Springs Rd. Austin, Texas 78704 with a copy to me.

Once City Council approval for this contract has been obtained, we will send a fully executed Agreement for your file. Please call me at 499-2526 to discuss the any questions or comments that you may have. -

Thank you for your attention to this matter.

Yours truly,

  
Tamara L. Kurtz  
Assistant City Attorney

cc: Commander Robert Gross, APD  
Matthew Kite, Assistant Director, COA Public Works & Transportation

TEXAS DEPT. OF PUBLIC SAFETY  
LEGAL SERVICES

NOV 01 1999



DUDLEY M. THOMAS  
DIRECTOR

THOMAS A. DAVIS, JR.  
ASST. DIRECTOR

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0001  
512 / 424-2000



COMMISSION  
JAMES B. FRANCIS, JR.  
CHAIRMAN  
ROBERT B. HOLT  
M. COLLEEN MCHUGH  
COMMISSIONERS

November 19, 1999

Mr. Matt Kite  
Assistant Director,  
City of Austin Public Works & Transp. Dept.  
505 Barton Springs Rd..  
Austin, Texas 78704

Re: Interlocal Agreement for Capitol Complex Law Enforcement

Dear Mr. Kite:

Please find enclosed a signed copy of the above referenced Interlocal Agreement. Please forward back a signed copy for our records.

I appreciate your assistance and the assistance of Ms. Tamara Kurtz with regard to this matter. If I can be of any future assistance to you, please do not hesitate to call.

Sincerely,

Charles Karakashian, Jr.  
Sr. Assistant General Counsel

cc: Tamara L. Kurtz  
Assistant City Attorney

**CITY OF AUSTIN**

**AND**

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

**INTERLOCAL AGREEMENT FOR CAPITOL COMPLEX LAW ENFORCEMENT**

**DATE: January 1, 2002**

**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 ("TDPS").

**WHEREAS**, the City and the TDPS 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 traffic and parking enforcement, and general security in the Capitol Complex, including private property within the Capitol Complex; and

**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 and shall end on December 31, 2003, 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 TDPS will provide all police and general security functions within the Capitol Complex, excluding private property. These functions will include all criminal and traffic law enforcement. The City will continue to respond to calls for police service and criminal offense investigation at all locations within the Capitol Complex occurring on private property. 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 term "private property" is defined as any property not owned or controlled by the State of Texas.

Agreement between TDPS and City of Austin  
Page 2

Article 3. Street Closures Within the Capitol Complex.

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Agreement between TDPS and City of Austin  
Page 3

The City of Austin will install and maintain all street markings within the Capitol Complex except for markings that regulate parking. The TDPS 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.

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

- A. Parking meter installation and repair.
- B. Street markings or signage which regulates parking.

Reimbursement for materials and work performed under this Article will be made by the TDPS based upon the documentation presented by the City and approved by the TDPS. Reimbursement is limited to actual cost. The TDPS shall 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 shall be made from current revenue available to the party.

Article 7. Indemnification.

To the extent permitted by law, the City shall hold harmless the TDPS, 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 pursuant to this Agreement.

To the extent permitted by law, the TDPS shall 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 TDPS, its officers, employees, and agents pertaining to the activities to be carried pursuant to this Agreement.

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Agreement between TDPS and City of Austin  
Page 4

Article 9. Successors and Assigns.

The TDPS 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 shall assign or transfer any interests in this Agreement without the prior written consent of the other party.

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If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that holding 1) shall not invalidate the remainder of this Agreement; 2) shall be limited to the specific parts of the Agreement described in that holding; and 3) shall 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 shall 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 shall be construed as, or shall 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 the TDPS. 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 shall be governed by the laws of the State of Texas. To the extent this contract conflicts with any law or administrative rule regarding the safe movement and the parking of vehicles in the Capitol Complex, the law or administrative rule governs. Venue and jurisdiction of any litigation, or right of cause of action under or in connection with this Agreement shall be exclusively in Travis County, Texas.

Agreement between TDPS and City of Austin  
Page 5

Article 14. Legal Notices.

Any notices provided under this Agreement shall 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 of Austin, Chief of Police  
715 E. 8<sup>th</sup> Street  
Austin, Texas 78701

Major Morris A. Arnold, Commander  
Texas Department of Public Safety-Capitol Service  
P.O. Box 13126  
Austin, Texas 78711-3126

and copies to:

and copies to:

City of Austin  
Attention: City Attorney  
P.O. Box 1088  
Austin, Texas 78701

Texas Department of Public Safety  
Office of General Counsel  
5805 North Lamar  
Austin, Texas 78752

City of Austin  
Director, Department of Public Works & Transportation  
505 Barton Springs Road  
Austin, Texas 78704

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

CITY OF AUSTIN

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: \_\_\_\_\_  
(Name)

By: Tom Haas  
(Name)

\_\_\_\_\_  
(Title)

Chief of Finance  
(Title)

\_\_\_\_\_  
(Date)

8-10-01  
(Date)



Agreement between TDPS and City of Austin  
Page 6

Exhibit "A" – Map of Capitol Complex


Approved as to Form:

CITY OF AUSTIN

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name:

Title:

  
Name: Tom Haas

Title: Chief of Finance



# Language List

We support over 200 languages. Listed below are our most common requests. Certain languages may be added or removed as customer needs change.

Show countries and flags

<b>Afghan</b>	<b>Hindi</b>	<b>Nepali</b>
<b>Akan</b>	<b>Hmong</b>	<b>Nigerian English Pidgin</b>
<b>Akateko</b>	<b>Hokkaido Dialect</b>	<b>Norwegian</b>
<b>Albanian</b>	<b>Hokkien</b>	<b>Nuer (Sudan)</b>
<b>Amharic (Ethiopia)</b>	<b>Hunanesse</b>	<b>Oromo (Ethiopia)</b>
<b>Arabic</b>	<b>Hungarian</b>	<b>Ouatchi</b>
<b>Armenian (Eastern) (Western)</b>	<b>Ibo</b>	<b>Pashto (Afghanistan)</b>
<b>Ashanti</b>	<b>Ilocano</b>	<b>Persian</b>
<b>Assyrian</b>	<b>Ilonggo</b>	<b>Pidgin English</b>
<b>Azerbaijani</b>	<b>Indonesian</b>	<b>Polish</b>
<b>Bambara</b>	<b>Iraqi Arabic</b>	<b>Portuguese</b>
<b>Belorussian</b>	<b>Italian</b>	<b>Portuguese Creole</b>
<b>Bemba (Zambia)</b>	<b>Japanese</b>	<b>Pulaar</b>
<b>Bengali</b>	<b>Jingpho</b>	<b>Punjabi</b>
<b>Berber</b>	<b>Jula</b>	<b>Quechua</b>
<b>Bhutanese (Dzongkha)</b>	<b>Kamba</b>	<b>Romanian</b>
<b>Borana</b>	<b>Kanjolab</b>	<b>Russian</b>
<b>Bosnian</b>	<b>Karen</b>	<b>Samoan</b>
<b>Brazil-Portuguese</b>	<b>Karenni/Kayah</b>	<b>Saudi Arabic</b>
<b>Bulgarian</b>	<b>Kazakh</b>	<b>Serbian</b>
<b>Burmese</b>	<b>Khmer</b>	<b>Serbo-Croatian</b>
<b>Cambodian</b>	<b>Kikuyu</b>	<b>Shanghainese</b>
<b>Cantonese</b>	<b>Kinya/Rwanda</b>	<b>Sichuan (Szechuan)</b>
<b>Cape Verdean</b>	<b>Kirghiz</b>	<b>Sicilian</b>
<b>Cebuano</b>	<b>Kirundi</b>	<b>Sinhala</b>
<b>Chaldean</b>	<b>Kiswahili</b>	<b>Slovak (Slovakian)</b>
<b>Chamorro</b>	<b>Kizigua</b>	<b>Somali</b>
	<b>Kongo</b>	
	<b>Korean</b>	
	<b>Kunama</b>	

<b>Chao Chow</b>		
<b>Chin</b> (Falam) (Hakha) (Tetim) (Zophei)	<b>Kurdish</b> (Badini) (Kurmanji) (Sorani)	<b>Soninke</b> (Maraka) (Sarahuleh) (Sarakole)
	<b>Lao</b>	<b>Spanish</b>
<b>Chinese</b>	<b>Levantine Arabic</b>	<b>Sudanese Arabic</b>
<b>Chiu Chow</b>	<b>Lingala</b>	<b>Swahili</b> (Kibajuni)
<b>Chungshan</b>	<b>Lithuanian</b>	<b>Swedish</b>
<b>Chuukese</b>	<b>Luo</b>	<b>Sylheti</b>
<b>Croatian</b>	<b>Maay Somali</b>	<b>Tadzhik</b>
<b>Czech</b>	<b>Macedonian</b>	<b>Taechew</b>
<b>Danish</b>	<b>Malay</b>	<b>Tagalog</b>
<b>Dari</b> (Afghanistan)	<b>Malayalam</b>	<b>Taiwanese</b>
<b>Dinka</b> (Sudan)	<b>Malinke</b>	<b>Tamil</b>
<b>Dutch</b>	<b>Mandarin</b>	<b>Telegu</b>
<b>Ebon</b>	<b>Mandingo</b>	<b>Thai</b>
<b>Edo</b>	<b>Mandinka</b>	<b>Tibetan</b>
<b>Egyptian Arabic</b>	<b>Marathi</b>	<b>Tigrigna</b> (Eritrea)
<b>Eritrean</b>	<b>Marshallese</b>	<b>Toisan</b>
<b>Ethiopian</b>	<b>Mien</b>	<b>Toishanese</b>
<b>Ewe</b>	<b>Mirpuri</b>	<b>Tongan</b>
<b>Fanti</b>	<b>Mixteco</b>	<b>Trukese</b> (Chuukese)
<b>Farsi</b>	<b>Mixteco Alto</b>	<b>Turkish</b>
<b>Filipino</b>	<b>Mixteco Bajo</b>	<b>Twi</b>
<b>Finnish</b>	<b>Mizo</b>	<b>Ukrainian</b>
<b>Flemish</b>	<b>Moldovan</b>	<b>Urdu</b>
<b>Foochow</b>	<b>Mongolian</b>	<b>Uzbek</b>
<b>French</b>	<b>Montenegrin</b>	<b>Vietnamese</b>
<b>French Cajun</b>	<b>Moroccan Arabic</b>	<b>Visayan</b>
<b>French Canadian</b>	<b>Navajo</b>	<b>Waray-Waray</b>
<b>French Creole</b>	<b>Neopolitan</b>	<b>Wolof</b>
<b>Fukienese</b>		<b>Wuxinese</b>
<b>Fulani</b>		<b>Yemeni Arabic</b>
<b>Fuzhou</b>		<b>Yiddish</b>
<b>Ga</b>		<b>Yoruba</b>
<b>Garri</b>		<b>Yugoslaviano</b>
<b>Georgian</b>		<b>Zambal</b>
<b>German</b>		
<b>Greek</b>		
<b>Guamanian</b>		
<b>Gujarati</b>		
<b>Gulf Arabic</b>		
<b>Haitian Creole</b>		
<b>Hakka</b>		

Hamer-Bana

Hausa

Hebrew

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EVALUATION FACTORS FOR: RFP JSD0137  
Aviation Insurance

Evaluation Criteria		Total Points	Falcon Insurance Agency, Inc. Austin, TX	Arthur J Gallagher Risk Management Services, Inc. Austin, TX	AirSure Limited, LLC Dallas, TX	Higginbotham/Aviation Insurance Agency, Inc. Fort Worth, TX	Winters Aviation Insurance Agency, LLC Waxahachie, TX
1	Coverage and Limits	35	32	30	30	27	27
2	Premiums Quoted	30	30	25	22	24	17
3	Carrier Qualifications	15	14	12	12	13	10
4	Claims Services	10	9	9	9	9	8
5	Local Presence	10	10	10	0	0	0
Total Score		100	95	86	73	73	62

Note: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded or as directed by the Texas Attorney General's Office. Therefore, the matrix will include points awarded for price but exact pricing will not be disclosed.