



MEMORANDUM

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: December 18, 2018
TO: Memo to File
FROM: Sai Xoomsai Purcell
RE: MA 5600 NI190000004

This agreement was created by Communication Technology Management, Combined Transportation, Emergency and Communications Center (CTECC) and is administered and maintained by same. There is no procurement function other than the creation of the payment vehicle.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY
RELATING TO SECURITY SERVICES FOR THE
COMBINED TRANSPORTATION, EMERGENCY AND COMMUNICATION CENTER**

PARTIES

This Interlocal Agreement (“Agreement”) is entered into between the following parties: the City of Austin, a Texas home rule municipal corporation and political subdivision of the State of Texas (“City”) and Travis County, a political subdivision of the State of Texas (“County”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

The Parties, through a cooperative effort involving all four Coalition Members, constructed a building and related site improvements ("Facility") at 5010 Old Manor Road in Austin, Texas ("Site") to support and house a unified, regional emergency communication and transportation management system in the Austin/Travis County area ("Supported Systems"), known as the Combined Transportation, Emergency and Communications Center (CTECC); and,

The City, acting as the lead Coalition Member and managing partner, is authorized by the Interlocal Agreement for Operations and Maintenance of the CTECC (“CTECC Interlocal”) to contract and incur costs and expenses on behalf of the Coalition Members in supplying goods and services to support the Facility, Site, and Supported Systems; and,

The Coalition Members annually budget for and desire to contractually secure and protect all personnel located at the Facility, the Site, and Supported Systems and, for approximately 15 years, the City, acting as the managing partner on behalf of fellow Coalition Members, has contracted with the County, via the Travis County Sheriff’s Office (“TCSO”), to provide services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and

The Coalition Members desire that TCSO continue to provide such services for securing and protecting such personnel, the Facility, the Site, and the Supported Systems.

NOW THEREFORE, the City and County agree as follows:

**I.
DEFINITIONS**

CTECC Interlocal means the interlocal agreement that was effective on October 10, 2002, and any successor agreement, wherein the State of Texas, acting through its Texas Department of Transportation, the City, the County, and the Capital Metropolitan Transportation Authority formed a regional coalition for the organizational structure and funding to support operation and maintenance of the CTECC and related emergency functions.

Coalition Members means the four agencies that created, support, and utilize CTECC: The State of Texas, acting through its Texas Department of Transportation, the City, the County, and the Capital Metropolitan Transportation Authority.

II. **GENERAL TERMS**

1. **Agreement Term.** The initial term of this Agreement shall commence on October 1, 2018, and terminate on September 30, 2019, unless sooner terminated in accordance with the terms of this Agreement. Subject to continued funding, this Agreement will automatically renew each October 1 for four succeeding periods of one-year, unless sooner terminated by either Party in accordance with this Agreement.
2. **Amendments.** Either Party may propose an Amendment to this Agreement. If the County Executive of Emergency Services, in consultation with the Travis County Sheriff, and the City Manager or the City Manager's designee agree that an Amendment is in the best interest of both Parties, it will be taken before the governing bodies of the Parties for approval. An Amendment to this Agreement is effective when approved and signed by both Parties.
3. **Interlocal Agreement.** This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that the compensation to be paid as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

III. **COUNTY'S RESPONSIBILITIES AND OBLIGATIONS**

4. The TCSO, in accordance with Attachment A, Scope of Work, collectively called the "SOW," shall provide certain necessary security and loss prevention services to the Coalition Members to protect personnel, the Facility, the Site, and Supported Systems.
5. The County shall provide monthly invoices to the City, which shall bill the Coalition Members in accordance with the CTECC Interlocal. Invoices shall be sent electronically to CTMAPInvoices@austintexas.gov.

IV.
CITY'S RESPONSIBILITIES AND OBLIGATIONS

6. For and in consideration of the actions to be taken and the services rendered by the County as described in Section III of this Agreement, during the initial term the City will pay the County \$1,493,777. Subject to continued funding, for and in consideration of the actions to be taken and the services rendered by the County during the second term (fiscal year 2020), the City will pay the County \$1,493,777. Payment amounts for subsequent terms (fiscal years 2021, 2022, and 2023) shall be determined during the development of each annual operating budget as described in the CTECC Interlocal. If, for fiscal year 2021, 2022, or 2023, the Parties agree that the TCSO will provide additional security and loss prevention services not currently reflected in the SOW that will affect the annual payment amount to the County, the County Executive of Emergency Services, in consultation with the Travis County Sheriff, and the City Manager or the City Manager's designee may amend the SOW to reflect those additional services.
7. The City, acting as the managing Coalition Member partner authorized to contract for services on behalf of Coalition Members, shall administer and manage physical security and loss prevention services for the Facility and Supported Systems in accordance with Attachment A, SOW.

V.
TERMINATION

8. Either Party, without cause, may terminate this Agreement with six (6) months written notification to the other Party.

VI.
NOTICES

9. Any notice to either Party must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following address, and will be deemed received the day so delivered, or 3 days after being so deposited in US Mail:

City: General Manager, CTECC
PO Box 1088
Austin, Texas 78767-1088

County: Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767

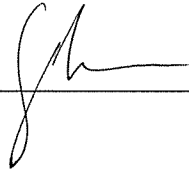
The effective date of this Agreement is October 1, 2018.

EXECUTED as of the latest date set forth below.

**City of Austin
City Manager**

Spencer Cronk

Signature:



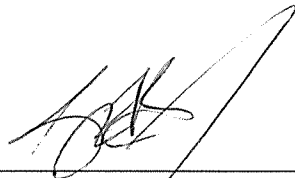
Date:

12/6/18

**Travis County, Texas
Travis County Judge**

Sarah Eckhardt

Signature:



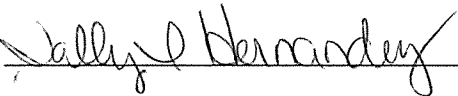
Date:

NOV 27 2018

**Travis County, Texas
Travis County Sheriff**

Sally Hernandez

Signature:



Date:

November 19, 2018
