



**Interlocal Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.:** 7  
**AGENDA DATE:** Thu 01/15/2004  
**RCA TYPE:** Resolution not Required  
**PAGE:** 1 of 2

**SUBJECT:** Approve execution of an Interlocal Agreement between the City of Austin, TX and the City of Rollingwood, TX for the provision of environmental health services to the City of Rollingwood for the period of January 1, 2004 through December 31, 2004, with automatic annual renewal options. Payment to the City of Austin for the initial term shall not exceed \$14,509.51.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING** Health and Human  
**DEPARTMENT:** Services

**DIRECTOR'S**  
**AUTHORIZATION:** David Lurie

**FOR MORE INFORMATION CONTACT:** Shannon Jones, Asst. Director of Public Health and Community Svcs. Div., 972-5416; Ray Kenmotsu, Manager, Environmental and Consumer Health, PHSC, 972-5619; Linda Terry, Agenda Coordinator, 972-5023

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**PRIOR COUNCIL ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**MBE / WBE:** N/A

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**Background**

The City of Rollingwood is a small, incorporated community located in west-central Travis County. Like many of Austin's neighbors within the County, Rollingwood does not have the personnel and administrative resources to properly enforce health laws and related environmental health concerns within its jurisdiction. Under this proposal, the City of Austin will provide the following services to Rollingwood at a price of \$14,509.51 for the initial one-year term:

- Investigate complaints and administratively enforce ordinances and state laws regarding nuisances, including junked vehicles, and unsanitary conditions.
- Administer and enforce ordinances regulating food establishments (including plan review, permit issuance, inspections, complaint investigations, and administrative enforcement).
- Prepare and maintain case files on complaints investigated.
- Assist in the preparation of civil or criminal proceedings and make staff available for testimony in court proceedings in the event suit is brought.
- The City will have no responsibility to initiate or prosecute any civil or criminal suit on any complaint or case; nor to hire contractors to clean up lots or any nuisances; nor to assess any fees, fines or liens.

The City of Austin and the City of Rollingwood will meet periodically to establish and evaluate operating policies and procedures and to make such adjustments or changes to the interlocal agreement as may be



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mutually beneficial. The Agreement provides for annual renewal options but may be amended to address changes to programs, objectives, measures, levels of service or cost of services. Any substantive changes shall be in writing and signed by both parties.

**Performance Measures**

The City anticipates providing the following:

- Rodent and Vector Control surveys = 4
- General Sanitation Complaint investigations = 10
- Temporary Food Inspection = 2
- Mobile Food Inspections = 2
- Food Establishment activities = 31

The City of Rollingwood will have the following responsibilities:

- Authorize personnel of the Austin-Travis County Health and Human Services Department to act as its Code Officers in investigating complaints and enforcing Rollingwood ordinances.
- Review all complaints received for sufficiency prior to City personnel conducting any investigation.
- Provide Austin with certified copies of Rollingwood ordinances intended to be enforced through this agreement.
- Be responsible for scheduling and conducting any hearings required by its ordinances or by state law.

**Requested Council Action**

Staff recommends the City Council approve execution of the interlocal agreement with the City of Rollingwood for the provision of environmental health services.