



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

**AGENDA ITEM NO.: 22
AGENDA DATE: Thu 05/27/2004
PAGE: 1 of 1**

SUBJECT: Approve the execution of an Interlocal Agreement to authorize the City to assume a lease agreement with Travis County for jointly occupied lease space at Austin State Hospital. The City agrees to pay the County \$250.00 per month for monthly lease and \$848.83 per month in associated costs for the period June 1, 2004 through April 30, 2005. This agreement shall automatically renew on October 1, 2004, for a term of one (1) year and shall automatically renew for one year terms thereafter for four (4) additional terms.

AMOUNT & SOURCE OF FUNDING: Funding is included in the Fiscal 2003-2004 Operating Budget for the Police Department.

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

**REQUESTING Police
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION: Rick Coy**

FOR MORE INFORMATION CONTACT: Rick Coy, Assistant Chief/974-5021

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

This action approves the execution of an Interlocal Agreement between the City of Austin and Travis County for the lease of office space at the Austin State Hospital, located at 4110 Guadalupe Street. The Crisis Intervention Teams (CIS) of the Austin Police Department and Travis County Sheriff's Office will be located at the Austin State Hospital. The Austin State Hospital lease location will provide 3,000 square feet of office space, an interview room with videotaping equipment, and a training room.

In this cost sharing agreement, the City agrees to pay the County \$250.00 per month for monthly lease and \$848.83 per month in associated costs for the period June 1, 2004 through April 30, 2005. Associated costs include janitorial services and use of a copying machine.

This agreement shall automatically renew on October 1, 2004, for a term of one (1) year and shall automatically renew for one-year terms thereafter for four (4) additional terms. The County will be responsible for remitting payment to the Texas Department of Mental Health and Mental Retardation (TDMHMR) for the City and County joint lease obligations. The interlocal agreement is attached as back-up.

INTERLOCAL AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR SHARING OF EXPENSES UNDER LEASE OF SPACE
AT AUSTIN STATE HOSPITAL

This Agreement is entered into by the City of Austin (City) and Travis County (County) pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Whereas, both City and County desire that the Crisis Intervention Teams of the Austin Police Department and Travis County Sheriff's Office be located together at the Austin State Hospital, located at 4110 Guadalupe Street, Austin, Texas; and

WHEREAS, City and County are authorized to enter into this agreement by Texas Government Code, Chapter 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, City and County agree as follows:

I.

City and County enter into this Agreement to authorize the Crisis Intervention Teams of the Austin Police Department (APD) and Travis County Sheriff's Office Crisis Intervention Team, to be located together in Building 631 of the Austin State Hospital, 4110 Guadalupe Street, Austin, Texas. City and County will lease the space that is the subject of this agreement from the Texas Department of Mental Health and Mental Retardation (TDMHMR).

II.

City and County agree that they will each be responsible for one-half of the costs set out in the terms of the lease agreement between them and TDMHMR County and the service agreement attached to the lease. County will make each payment to TDMHMR as required under the lease. For its half of the costs, City agrees to pay to County the amount of \$250.00 per month as City's portion of the monthly lease amount. City also agrees to pay to County the amount of \$848.83 per month as City's portion of the monthly fee for janitorial services and supplies, and for the use of a copy machine, all of which are provided by the Austin State Hospital.

If TDMHMR assesses any additional costs against both parties under the lease or its attached service agreement, City and County agree that each will be responsible for one half of any such assessment. Additional costs incurred by City or County will be the responsibility of the party that incurred the cost. City will pay County within thirty (30) days after receipt of the invoice.

III.

This agreement shall automatically renew on October 1, 2004, for a term of one (1) year and shall automatically renew for one year terms thereafter for four (4) additional terms.

Either party may terminate this agreement by giving the other party written notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination.

V.

No Party to this Agreement will be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

VI.

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

VII.

City will make payments under this agreement from current revenues.

VIII.

Any notice given hereunder by one party to the other party shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to City of Austin:

Stanley L. Kneec, Chief of Police
Austin Police Department
715 E. 8th Street
Austin, TX 78701
Fax: 974-6611

Copy to:

David Allan Smith, City Attorney
P.O. Box 1088
Austin, TX 78767-8828
Fax: 974-2894

If to Travis County:

Samuel T. Biscoe, County Judge
Travis County
P.O. Box 1748
Austin, TX 78767
Fax: 854-9535

Copy to:

David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Fax: 854-_____

IX.

This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

X.

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

XI.

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XII.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

XIII.

This Agreement may be executed simultaneously in one or more counterparts, each

of which shall be deemed an original and all of which together constitute one and the same instrument.

Approved on the date or dates indicated.

CITY OF AUSTIN

Toby H. Putrell
City Manager

Date

TRAVIS COUNTY

Samuel T. Biscoe
County Judge

Date