



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

**AGENDA ITEM NO.: 10
AGENDA DATE: Thu 08/12/2004
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SUBJECT: Approve an interlocal agreement with Travis County, TX for reimbursement to the City for certain personnel, services, and supplies costs incurred by the City, for operation of the Office of Emergency Management, which are shared with the Travis County Office of Emergency Management. *The agreement will automatically renew annually unless terminated by either party.*

AMOUNT & SOURCE OF FUNDING: Travis County included sufficient funds for its portion of this agreement in its 2004 adopted budget and its 2005 proposed budget.

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

REQUESTING Management Services - **DIRECTOR'S**
DEPARTMENT: Office of Emergency Management **AUTHORIZATION:** Steve Collier

FOR MORE INFORMATION CONTACT: Steve Collier, 974-0461.

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

In operating at the Office of Emergency Management, the City provides one administrative support employee and certain other administrative services and supplies that are shared with the Travis County Office of Emergency Management, which are co-located. This contract permits Travis County to reimburse the City for one-third of the personnel costs associated with the administrative support employee and an appropriate portion of certain other services and supplies that are shared. The total amount of reimbursement for the first contract period, which ends September 30, 2005, does not exceed \$20,424. The agreement will renew automatically.

THE STATE OF TEXAS

COUNTY OF TRAVIS

SERVICE LEVEL AGREEMENT
BETWEEN

THE CITY OF AUSTIN, TEXAS AND TRAVIS COUNTY TEXAS
FOR SHARED OPERATIONAL COSTS OF THE AUSTIN/TRAVIS COUNTY
EMERGENCY OPERATIONS CENTER AND ADMINISTRATIVE OFFICE SPACE

THIS SERVICE LEVEL AGREEMENT (this "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and is between the following Parties: City of Austin, Travis County, Texas, a home rule city, acting by and through its City Manager, or designee, pursuant to a Resolution adopted by its City Council dated _____, 2004, and Travis County, Texas, acting by and through its County Judge, pursuant to the approval of this Agreement by the Travis County Commissioners' Court on _____, 2004.

WHEREAS, the City of Austin and Travis County have shared interest in the Combined Transportation, Emergency and Communication Center (hereinafter, CTECC), and

WHEREAS, the City of Austin and Travis County have entered into that certain "Interlocal Agreement for Operations and Maintenance of the CTECC and Supported Systems" which permits service level agreements to be negotiated between parties, and

WHEREAS, the CTECC houses office space shared by the City of Austin Office of Emergency Management and the Travis County Office of Emergency Management (the "shared office space"), and also houses the Austin/Travis County Emergency Operations Center, and

WHEREAS, there are operational costs associated with the shared office space and the Austin/Travis County Emergency Operations Center, and

WHEREAS, the operational costs of the shared office space and the Austin/Travis County Emergency Operations Center are not covered in any other CTECC interlocal agreement document, and

WHEREAS, the City of Austin and Travis County have determined that it would be advantageous to share certain operational costs associated with the shared office space and the Austin/Travis County Emergency Operations Center;

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 GENERAL STATEMENT OF INTENT

The City of Austin and Travis County will share operational costs not covered in other CTECC interlocal agreements based upon the number of full time permanent personnel. The City of Austin's cost share will be two-thirds and Travis County's will be one-third. Costs to be shared are subject to the approval of City of Austin's Emergency Management Officer and the Travis County Emergency Management Coordinator.

2.0 RESPONSIBILITIES OF THE CITY OF AUSTIN

The City of Austin agrees to:

- 2.0.1. Provide the services of one Administrative support person to perform office, clerical and such other work as may be required by the Parties at the shared office space and at the Austin/Travis County Emergency Operations Center. Such person shall be an employee of the City of Austin.
- 2.0.2 Submit invoices to Travis County that detail the following expenses:
 - 2.0.2.1 Salary and benefits paid to the one Administrative support person providing services pursuant to this agreement.
 - 2.0.2.2 The actual costs for services and supplies procured and provided by the City for the shared use of the City and the County in connection with the shared office space and the operation of the Austin/Travis County Emergency Operations Center.
 - 2.0.2.3 Submit invoices quarterly within the Travis County fiscal year in which the services were provided, or within thirty days thereafter.

3.0 RESPONSIBILITIES OF TRAVIS COUNTY

Travis County agrees to:

- 3.0.1 Reimburse the City for one-third of the actual cost of the wages and benefits of the one Administrative support person providing services pursuant to this Agreement, to include regular wages, overtime pay, insurance, FICA, Medicare, and retirement, to the extent that such costs are directly attributable to services provided pursuant to this Agreement.
- 3.02 Reimburse the City for one-third of the actual cost of supplies and services procured and provided by the City of Austin and shared by the City of Austin and Travis County at the shared office space and the Austin/Travis County Emergency Operations Center.
- 3.03 To be eligible for reimbursement, all such costs must be approved by the

Travis County Emergency Management Coordinator. Indirect costs shall not be reimbursed.

3.04 Travis County will quarterly pay for the City performance with current revenues available to Travis County.

4.0 CONSIDERATION

In consideration of the services and supplies provided and the mutual advantages incurred by each party of sharing certain operational costs, Travis County will reimburse the City those costs described in Sections 3.01 and 3.02, not to exceed \$20,424, for the first term of the agreement, ending September 30, 2004. The City of Austin's Emergency Management Officer and the Travis County Emergency Management Coordinator will thereafter approve or negotiate not-to-exceed amounts for renewal terms. The total amount of funds to be reimbursed by County to City in any renewal term of this Agreement shall not exceed the amount budgeted by the County for this Agreement for such renewal term.

5.0 TERM

This Agreement shall take effect when executed by both City of Austin and Travis County. This Agreement shall continue in force and effect until September 30, 2005, wherein it shall automatically renew each year thereafter until either party shall deliver thirty (30) days written notice of its desire to terminate the Agreement.

6.0 TERMINATION

Either party may terminate this Agreement for any reason by providing written notice to the other party at least 30 days prior to the effective date of the termination.

In the event of either termination or non-renewal of this Agreement, the terms herein respecting billings and payments shall remain effective and shall govern the rights and duties of the parties until such time as monies due are paid.

7.0 SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, illegal or unenforceable, the remainder shall continue to have full force and effect and shall in no way be affected, impaired or invalidated thereby.

8.0 NOTICE

Notices to either party shall be in writing and shall be delivered, or sent post-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties at the addresses as designated herein, upon receipt in case of hand

delivery, or three (3) days after deposit in the U.S. Mail in case of mailing.

The address of County for all purposes under this agreement and for all notices hereunder shall be:

Honorable County Judge
P.O. Box 1748
Austin, Texas 78767

Or, if hand delivered to:

314 West 11th Street, Suite 520
Austin, Texas 78701

With copies (registered or certified mail is not required) to:

Honorable David Escamilla (or successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 226.6

Or, if hand delivered to:

314 West 11th Street, Suite 300
Austin, Texas 78701

The address of the Contractor for all purposes in this agreement and for all notices hereunder shall be:

City of Austin Office of Emergency Management
P.O. Box 1088
Austin, Texas 78767

The address for notice may be changed by giving notice of the changes as provided in Section 8.0.

EXECUTED this _____ day of _____, 2004.

CITY OF AUSTIN, TEXAS

TRAVIS COUNTY, TEXAS

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO FORM

Assistant County Attorney