

**RENEWAL TO AND AMENDMENT OF  
THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY  
FOR PUBLIC HEALTH SERVICES FOR FISCAL YEAR 2011  
(2011 Renewal)**

This Renewal to and Amendment of the "Interlocal Cooperation Agreement Between the City of Austin and Travis County for Public Health Services For Fiscal Year 2011" (2011 Renewal) is entered into by and between the City of Austin, a Texas home rule municipal corporation (City) and Travis County, a political subdivision of the State of Texas (County) pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

**RECITALS**

City and County, referred to below as the Parties, entered into the Agreement for an initial term that began October 1, 2007, and terminated on September 30, 2008.

The Agreement allows the Parties to amend the Agreement in writing and to renew the agreement for up to five additional terms, subject to written approval of the Parties prior to each renewal.

The Parties entered into a renewal of the Agreement for a three-month term, which was effective October 1, 2008, and expired on December 31, 2008.

The Parties entered into a subsequent renewal of the Agreement for a nine-month term, which was effective on January 1, 2009, and will expire on September 30, 2009.

The Parties entered into a renewal of the Agreement for a one-year term, effective on October 1, 2009, and expired on September 30, 2010.

The Parties wish to renew the Agreement for an additional one-year term, and to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be received, the Parties agree as follows:

**1.0 RENEWAL TERM.**

Pursuant to Section 3.2 of the Agreement, the Parties agree to renew the Agreement for an additional one-year term beginning on October 1, 2010, and continuing through September 30, 2011 (2011 Renewal Term).

## 2.0 AGREEMENT FUNDS

**2.1 2011 Renewal Term Funds.** The Parties agree that Section 13.1.2 for the 2011 Renewal Term shall read as follows:

### 13.1.2

(a) Fixed Price – 2011 Renewal Term Funds. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended in this document, and subject to other applicable provisions of the Agreement, County shall pay City as follows for the 2011 Renewal Term (October 1, 2010 – September 30, 2011):

Total Amount:	\$3,063,988
Less Personnel Credit:	\$ 192,692
Net Amount for 2011 Renewal term:	\$2,871,296

City expressly acknowledges and agrees that the sum stated in this Section 13.1.2 is the amount to be paid by County to City for services provided during the 2011 Renewal Term unless an increase in the County budget for the 2011 Renewal Term is approved by Commissioners Court and this Agreement is appropriately amended.

(b) Administrative Costs. City and County mutually agree to an administrative cost charge/credit under the Agreement as follows:

(i) City Administrative Costs. County expressly acknowledges and agrees that the amount to be paid by County, as stated in this Section 13.1.2, includes 6.5 percent for City administrative costs and agrees to pay these administrative costs. The Parties agree that, in performing the year-end true-up, as described in Section 13.4, for the 2011 Renewal Term, the administrative cost amount shall be considered part of the City's "total costs," as that term is used in Section 13.4.

(ii) County Administrative Costs. City expressly acknowledges and agrees that the amount to be credited to County under "Personnel Credit," as stated in this Section 13.1.2, includes 6.5 percent for County administrative costs and agrees to credit these administrative costs to County on top of projected personnel costs; and that, in performing the year-end true-up, as described in Section 13.4, for the 2011 Renewal Term, that administrative cost shall be applied to the actual expense of County.

## **2.2     Section 13.2. Payments to City**

2.2.1   Section 13.2.1 - Quarterly Payment Dates. The Parties agree that Section 13.2.1 for the 2011 Renewal Term shall read as follows:

13.2.1 -2011 Renewal Term – Quarterly Payment Dates: County shall pay City quarterly an amount equal to one-fourth (1/4) of the total net amount set forth in Section 13.1.2 above on or before the following dates:

- (a) December 31, 2010, for the period October 1 through December 31, 2010
- (b) March 31, 2011, for the period January 1 through March 31, 2011
- (c) June 30, 2011, for the period April 1 through June 30, 2011
- (d) September 30, 2011, for the period July 1 through September 30, 2011

2.2.2   Section 13.2.2 - Quarterly Amount. The Parties agree that Section 13.2.2 for the 2011 Renewal Term shall read as follows

13.2.2 - Quarterly Amount - 2011 Renewal Term.

- (a) The quarterly payment amount for the 2011 Renewal Term shall be:  
      \$765,997
- (b) less the agreed upon quarterly credit for County personnel in the amount of  
      \$ 48,173
- (c) for a total quarterly payment of  
      \$ 717,824

## **4.0 ATTACHMENTS**

4.1     Attachment C, Financial and Performance Reports/Form. City and County agree that Attachment C shall be replaced for the 2011 Renewal Term with Attachment C-2011 Renewal Term Financial and Performance Reports/Form, which is attached to and made a part of this 2011 Renewal for all purposes as Exhibit 1.

4.2     Attachment E - Invoice Form. City and County agree that Attachment E shall be replaced for the 2011 Renewal Term with Attachment E-2011 Renewal Term Invoice Form, which is attached to and made a part of this 2011 Renewal for all purposes as Exhibit 2.

## **5.0 INCORPORATION**

City and County hereby incorporate this 2011 Renewal into the Agreement, as previously amended, and ratify all terms and conditions of the Agreement that are not amended

above. City and County agree that the Agreement, as previously amended and as amended above, constitutes the entire agreement between the Parties with regard to public health services and supersedes any prior understanding or written or oral agreements or representations between the Parties.

## **6.0 EFFECTIVE DATE**

The Parties agree that this 2011 Renewal shall be effective on October 1, 2010, following signature by an authorized representative of each Party.

### **TRAVIS COUNTY**

**By:**\_\_\_\_\_

**Title:**\_\_\_\_\_

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

### **CITY OF AUSTIN**

**By:**\_\_\_\_\_

**Title:**\_\_\_\_\_

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

**EXHIBIT 1**  
**ATTACHMENT C-2011 RENEWAL TERM**  
**FINANCIAL AND PERFORMANCE REPORTS/FORM**

**EXHIBIT 2**  
**ATTACHMENT E-2011 RENEWAL TERM**  
**INVOICE FORM**