

**THIRD AMENDMENT AND RENEWAL OF THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY FOR ANIMAL SERVICES**

This Third Amendment and Renewal of the Interlocal Cooperation Agreement ("Amendment") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as "Parties."

RECITALS

On October 1, 2013, the City and County entered into the Interlocal Cooperation Agreement ("Agreement") to provide animal services with an Initial Term of October 1, 2013 to September 30, 2014. The Parties subsequently extended the term through the First Renewal Term from October 1, 2014 to September 30, 2015, a Second Renewal Term from October 1, 2015 to September 30, 2016, and now agree to enter a Third Renewal Term from October 1, 2016 to September 30, 2017.

Under the Agreement, the Parties intended for City and County to collaboratively provide animal services throughout the City of Austin and Travis County, which would further the achievement of a public purpose. The purpose of this Agreement is to set forth the terms and conditions under which City shall provide, and County shall pay for animal services in the areas of Travis County that are located outside the jurisdiction of the City of Austin. These services are to be performed on an annual basis during the Initial Term and any subsequent renewal terms subject to approval of funding by City Council and the Commissioners Court during their respective budget process relating to any renewal term, as long as such renewal is evidenced by written approval of the Parties.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. 2017 Renewal Term.

(a) Renewal Term. The Parties agree to renew the Agreement for an additional one-year term beginning October 1, 2016, and continuing through September 30, 2017 ("2017 Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

(b) Ratification. The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2016, until execution by both Parties of this renewal and ratification.

2. Amendments.

(a) Section 5.2, "Attachments," is amended for the 2017 Renewal Term as follows:

(1) Replace Attachment A-2016, "2016 Work Statement" with Attachment A-2017, "2017 Work Statement"

(2) Replace Attachment B-2016, "2016 Cost Model" with Attachment B-2017, "2017 Cost Model";

(3) Replace Attachment C, "Financial Reports/Forms" with Attachment C-2017, "2017 Financial Reports/Forms";

(4) Replace Attachment D-2016, "Performance Reports" of the Agreement with Attachment D-2017, "2017 Performance Reports";

(5) Replace Attachment E, "Invoice Form" with Attachment E-2017, "2017 Invoice Form"; and

(6) Replace Attachment F, "Inventory of County Property" with Attachment F-2017, "2017 Inventory of County Property."

The attachments listed above (Attachments A through F) are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

- (b) Section 9.1 "Performance/Financial Reports" is hereby amended by deleting it in its entirety and replacing it to read as follows:

9.1 Quarterly Financial/Performance Reports. Quarterly financial reports, as set forth in Attachment C, will accompany the invoices on the schedule set forth in Section 13.2.1. City shall submit quarterly performance reports to the County as set forth in Attachment D by the last day of the month following the end of the quarter to which the report relates.

- (c) Section 9.2 "Annual Performance/Financial Close-out Report" is hereby amended by deleting it in its entirety and replacing it to read as follows:

9.2 Annual Financial/Performance Close-Out Reports. City shall deliver an annual financial close-out report to the County as set forth in Attachment C, which shall be submitted to County by December 31st following the end of the Renewal Term. City shall deliver an annual performance close-out report to the County as set forth in Attachment D, which shall be submitted to County with the last quarter's performance report.

- (d) Section 13.1.1 is hereby amended for the 2017 Renewal Term by replacing the funding amount under the "Not-To-Exceed Amount" with the following amount:

<u>CATEGORY</u>	<u>NOT-TO-EXCEED AMOUNT</u>
Total Amount:	\$ 1,641,082

- (e) Section 13.2.1 "Quarterly Payments" is hereby amended by deleting it in its entirety and replacing it to read as follows:

13.2.1 Quarterly Payments. County shall pay City on a quarterly basis based upon actual expenditures paid by City on behalf of County during each

calendar quarter, which shall be calculated as described in Section 13.3 below. County shall submit payment to City within thirty (30) calendar days following the receipt of a complete and correct invoice.

(f) Section 13.2.2 “Quarterly Invoice Dates” is hereby amended by deleting it in its entirety and replacing it to read as follows:

13.2.2 Quarterly Invoice Dates. City shall provide a written invoice to County by the following dates:

- (a) January 31 (covering October 1 – December 31)
- (b) April 30 (covering January 1 – March 31)
- (c) July 31 (covering April 1 – June 30)
- (d) December 31 (covering July 1 – September 30)

(g) Section 13.2.3 “Quarterly Invoice Form” is hereby amended by deleting it in its entirety and replacing it to read as follows:

13.2.3 Quarterly Invoice Form. On or before the dates set forth in Section 13.2.2, City shall provide County with quarterly invoices, utilizing the form attached to this Agreement as Attachment E.

(h) Section 13.3.1(c)(3) is hereby deleted in its entirety.

3. Incorporation. City and County hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, City and County hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Agreement. This Amendment is effective as of October 1, 2016.

[Signature Page to Follow]

CITY OF AUSTIN

BY: _____
Bert Lumbreras, Assistant City Manager

Date: _____

CITY OF AUSTIN ANIMAL SERVICES OFFICE

BY: _____
Tawny Hammond, Director Animal Services

Date: _____

TRAVIS COUNTY

BY: _____
SARAH ECKHARDT
Travis County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney

Date: _____

Funds Certified By:

Nicki Riley, County Auditor

Date: _____

Purchasing:

Cyd V. Grimes, C.P.M. CPPO, Purchasing Agent

Date: _____