



Annual AIMS Update, No. 4
for
Contract No. NI160000004
for
Collection of Alcohol Permit Fees
between
Travis County
and the
City of Austin

- 1.0 Contract is approved for Year 2019, effective November 1, 2019, through October 31, 2020, in the amount of \$83,000.04.
- 2.0 The total Contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2015 – 10/31/2016	\$95,000.04	\$95,000.04
Annual AIMS Update, No.1,Year 1: 11/01/2016 – 10/31/2017	\$83,000.04	\$178,000.08
Annual AIMS Update, No.2,Year 2: 11/01/2017 – 10/31/2018 Note: Corrected Initial Term amount by removing \$0.04 to match RCA #9 of 10/15/2014.	\$83,000.04	\$261,000.12
Annual AIMS Update, No.3,Year 3: 11/01/2018 – 10/31/2019	\$83,000.04	\$344,000.16
Annual AIMS Update, No.4,Year 4: 11/01/2019 – 10/31/2020	\$83,000.04	\$427,000.20

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Signed: _____

Cyrenthia Ellis

Date: _____

8/29/19

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Annual AIMS Update, No. 3
for
Contract No. NI160000004
for
Collection of Alcohol Permit Fees
between
Travis County
and the
City of Austin

- 1.0 Contract is approved for Year 2018, effective November 1, 2018, through October 31, 2019, in the amount of \$83,000.04.
- 2.0 The total Contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2015 – 10/31/2016	\$95,000.04	\$95,000.04
Annual AIMS Update, No.1, Year 1: 11/01/2016 – 10/31/2017	\$83,000.04	\$178,000.08
Annual AIMS Update, No.2, Year 2: 11/01/2017 – 10/31/2018 Note: Corrected Initial Term amount by removing \$0.04 to match RCA #9 of 10/15/2014.	\$83,000.04	\$261,000.12
Annual AIMS Update, No.3, Year 3: 11/01/2018 – 10/31/2019	\$83,000.04	\$344,000.16

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Signed: _____

Date: _____

10-03-2018



Annual AIMS Update, No. 2
for
Contract No. NI160000004
for
Collection of Alcohol Permit Fees
between
Travis County
and the
City of Austin

- 1.0 Contract is approved for Year 2017, effective November 1, 2017, through October 31, 2018, in the amount of \$83,000.04.
- 2.0 The total Contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2015 – 10/31/2016	\$95,000.04	\$95,000.04
Annual AIMS Update, No.1,Year 1: 11/01/2016 – 10/31/2017	\$83,000.04	\$178,000.08
Annual AIMS Update, No.2,Year 2: 11/01/2017 – 10/31/2018 Note: Corrected Initial Term amount by removing \$0.04 to match RCA #9 of 10/15/2014.	\$83,000.04	\$261,000.12

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Signed: Linell Goodin-Brown
Date: 10-19-17

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR COLLECTION OF ALCOHOL PERMIT FEES**

THIS AGREEMENT is entered into by the following parties:

City of Austin, a home rule municipal corporation ("City") and

Travis County, Texas, a political subdivision of Texas ("County").

RECITALS

City and County have each determined that it would be mutually advantageous for County to collect the fees due for alcohol permits issued by the City.

City and County are authorized to enter into this agreement in all respects by TEXAS GOVERNMENT CODE ANN., chapter 791.

AGREEMENT

City and County agree as follows:

1.0 Definitions

1.01 Commissioners Court "Commissioners Court" means Travis County Commissioners Court.

1.02 Contract Year "Contract Year" means the year beginning on November 1 and ending in the subsequent calendar year on October 31.

1.03 Council " Council" means City Council of the City of Austin, the governing body of the City of Austin.

1.04 County "County" means Travis County, Texas, acting by and through the Travis County Tax Assessor Collector.

1.05 Day "Day" means calendar day.

1.06 Fiscal Year "Fiscal Year" means the year beginning on October 1 and ending in the subsequent calendar year on September 30 which is consistent with the fiscal years of both City and County at the execution of this agreement.

1.07 TABC "TABC" means the Texas Alcoholic Beverage Commission.

1.08 Tax Assessor-Collector "Tax Assessor-Collector" means the Travis County Tax Assessor-Collector and his designated deputies who are employed in his office.

2.0 Term of Agreement

2.01 Initial Term. This interlocal agreement begins on November 1, 2015 if it is been executed by both parties and ends on October 31, 2016 unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term. This interlocal agreement, as properly amended or modified from time to time, automatically renews on November 1, 2016 for a term of one year and automatically renews for a term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

3.01 Exclusive Provider. City grants County the exclusive right to collect the alcohol permit fees due to the City.

3.02 Notice to Texas Alcoholic Beverage Commission. City shall send a letter jointly prepared with the Tax Assessor Collector to the Texas Alcoholic Beverage Commission stating that commencing November 1, 2015, all fees due to the City of Austin for alcohol permits issued by the Texas Alcoholic Beverage Commission will be collected by and are payable to the Travis County Tax Assessor Collector until further notice and providing information about contacts within the office of the Travis County Tax Assessor Collector responsible for these collections.

3.03 Notice to All Alcohol Permit Holders. City shall send a letter jointly prepared with the Tax Assessor Collector to all Alcohol Permit Holders, within the City's jurisdiction, stating that commencing November 1, 2015, all fees due to the City of Austin for alcohol permits issued by the Texas Alcoholic Beverage Commission will be collected by and are payable to the Travis County Tax Assessor Collector until further notice.

3.04 Notice to County. City shall notify County no later than November 1, 2015 of any alcohol permit fees paid directly to City for permits issued by the TABC during the month of October, 2015 to avoid duplicate collection of these fees.

3.05 Payment For Start-up Services. After approval of this agreement by both parties, County shall submit an invoice for the start-up services and City shall remit by ACH payment to County the sum of twelve thousand dollars and no cents (\$12,000.00) not later than fourteen days after the date of the invoice as reimbursement for all costs incurred to set up and start this collection program for the City.

3.06 Payment For Collection Services. For collection services during the first Contract Year, City shall remit by ACH payment to County the annual fee of eighty three thousand dollars

and four cents (\$83,000.04). This fee is payable in twelve equal monthly installments of six thousand nine hundred and sixteen dollars and sixty seven cents (\$6,916.67) on or before 21st day of each month starting on November 21, 2015 as fees for the collections on behalf of the City during that month. No further invoice is necessary.

3.07 Payment For Collection Services during Renewals. City and County acknowledge that the primary expenses associated with this agreement are the cost of postage and the cost of employee salaries and benefits. In addition, City and County acknowledge that the cost of postage increases as the number of permits issued increases. For collection services during renewal terms, City shall pay County an annual fee that is equivalent to the annual fee for the current Contract Year, adjusted for anticipated increases in the cost of the primary expenses associated with this agreement and for increases in the number of permits issued that will occur in the renewal term. This fee is payable in twelve equal monthly installments on or before 21st day of each month starting on November 21, of each Contract Year as fees for the collections on behalf of the City during that month. Changes in the annual fee are documented in an amendment to this agreement as described in section 7.02.

3.08 Current Revenue. City shall pay for its obligations under this interlocal agreement from current revenue funds available to City.

3.09 Compliance with Laws. City shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

4.0 Responsibilities of County

4.01 Notice to Texas Alcoholic Beverage Commission. County shall jointly prepare a letter with City to be sent to the Texas Alcoholic Beverage Commission stating that commencing November 1, 2015, all fees due to the City for alcohol permits issued by the Texas Alcoholic Beverage Commission will be collected by and are payable to the Travis County Tax Assessor Collector until further notice and providing information about contacts within the office of the Travis County Tax Assessor Collector responsible for these collections.

4.02 Preparation for Collection of Alcohol Permit Fees. No later than November 1, 2015, County shall complete all preparations and alterations to its process and systems that are necessary to begin collecting alcohol permits fees due to the City as a result of alcohol permits issued by the Texas Alcoholic Beverage Commission on or after October 1, 2015. As part of this preparation, the Tax assessor Collector shall include the City's alcohol permit fee schedule on its website.

4.03 Collection of Alcohol Permit Fees. County shall collect all alcohol permit fees due to the City without regard to whether the location to which the permit applies is within the boundaries of Travis County. County shall use the same process and procedures to collect the alcohol permit fees due to the City that it uses to collect the alcohol permit fees due to the County. At the time of execution of this agreement, this process involves downloading data from the TABC

website regarding permits issued during the preceding month and payments made related to them. Permits for which there are no payments for amounts due to the City or County are considered unpaid accounts. County sends up to three letters requesting payment for unpaid accounts. If the amounts due are not paid on or before the deadline in the third letter, the unpaid accounts are reported to the TABC. These procedures may change in the future and City agrees that County may implement any changes to the procedures for collection of its unpaid accounts that are applied to the collection of unpaid County accounts. If County makes a material change in its collection procedures, County shall provide notice to City of that change. If the change is not acceptable to City, City may terminate this Agreement without penalty and subject to section 12.04.

4.04 Remittance of Collected Alcohol Permit Fees. County shall remit by ACH payment any alcohol permit fees collected between Monday and Friday inclusive of one week on or before Wednesday of the next week. If a check from a permit holder is returned dishonored, County may reduce the amount remitted for the week during which the check is returned by the amount of the check and shall include the check number, the name of the permit holder, the amount of the check and the amount of any banking fees incurred in the report of the permit fees collected and being remitted to the City. City's payments shall not be reduced by any fees imposed by a financial institution for insufficient fund instruments. However, if County has not received any payments due under 3.04, 3.05, or 3.06 of this agreement, as applicable, by the 21st of each month, City authorizes County to reduce the weekly remittances of collected alcohol permit fees by the amount due from the City until all amounts due from the City are paid in full. Any amount of alcohol permit fees collected in a week that are in excess of the amount due from the City will be remitted to the City by Wednesday of the next week.

4.05 Weekly Reports of Amounts Collected and Remitted. By electronic mail, County shall send a report of the alcohol permit fees collected in order by the date of receipt of fees during one week on or before Wednesday of the next week. If there are amounts due to the County from the City by which the remittance in a particular week has been reduced, the amount due before the reduction in the remittance, the amount of the reduction in the remittance and the balance due to the County from the City after the reduction will be included in the weekly report. In all other weekly reports, County shall include at least the following information:

- 4.05.01 the date the Permit was issued by the TABC,
- 4.05.02 the Permit number,
- 4.05.03 the type of Permit,
- 4.05.04 the name of the Permit holder,
- 4.05.05 the amount collected for each Permit, and
- 4.05.06 the total amount collected during the week and remitted to City.

4.06 Monthly Summaries of Weekly Reports. By electronic mail, County shall send a report that summarizes the weekly reports for weeks ending on Fridays within the preceding month by the 10th of the next month. It is acknowledged that these reports; except for the report for the last month of the Fiscal Year; will not include information about fee collections between the last Saturday in a month and the last day of the month. The report for the last month of the Fiscal Year

shall include fee collections from the last Saturday in August until the last day of September. The monthly summary will include the total of the weekly totals for each of the following categories for which weekly information is summarized:

- 4.06.01 the total number of permits by type for which alcohol permit fees were collected,
- 4.06.02 the total amount of alcohol permit fees collected by type,
- 4.06.03 the subtotal of the total amount of alcohol permit fees collected,
- 4.06.04 the total number of dishonored checks,
- 4.06.05 the total amount due to the County from the City due to dishonored checks, and
- 4.06.06 the balance due to the City from the County after the total fees are reduced by total of dishonored checks.

4.07 Fiscal Year Summary of Monthly Summaries. By electronic mail no later than October 31, County shall send a report that lists the monthly totals for the categories in 4.06 and includes the Fiscal Year total of these monthly totals for each of these categories.

4.08 Access to Records. County shall provide City, including the representatives of the Office of the City Auditor and other representatives of the City, with access to, and the right to audit, examine, or reproduce, any records of County related to the performance by County under this agreement. Once during each Fiscal Year, upon receipt of written notice from the City Controller that the City is commencing an audit, County shall arrange for a compilation of the records of County related to this agreement. This compilation shall be prepared at County's sole cost and expense and shall cover the shortest of (a) the immediately previous three-year period, or (b) the period between the last date included in the most recent compilation and the date of the current notice of an audit, or (c) the period that this agreement has been in effect. County shall deliver to the City Controller an original, signed copy of this compilation within ninety (90) days after the date on which the request by the City Controller for the County to prepare a compilation is received by County.

4.09 Retention of Records. The County shall retain records for a period of five (5) years after that term of the agreement has expired, terminated or completed or until all audit and litigation matters that either party has brought to the attention of the other party are resolved, whichever is longer.

4.10 Current Revenue. County shall pay for its obligations under this interlocal agreement from current revenue funds.

4.11 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

5.0 Responsibility for Losses and Insurance

5.01 Self-Insured. City acknowledges that County is self insured for some losses at the execution of this agreement. City acknowledges that County does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that County is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which County has at the commencement of this agreement.

5.02 Limits of Liability. City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County or its employees or agents in relation to the services provided by County under this agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this agreement.

5.03 Shared Liability. If both County and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and County in relation to the services provided under this agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

5.04 Assumption of Risk. City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. County bears all property losses that result from damages caused by County that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

6.0 Acknowledgements

6.01 Limit of Authority to Represent. City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. In some activities, County may represent City as City's independent contractor. This agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

6.02 Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Council.

6.03 County Right to Contract: Other Entities. County may contract with other entities to provide the services provided under this agreement throughout Travis County. All proceeds to County that may arise from other agreements inure to the benefit of Travis County. County shall provide City with copies of all contracts with other entities for which County uses to provide services similar to those provided under this Agreement, if copies of each are requested by City.

6.04 County to Perform. County shall not subcontract performance of its obligations to City.

7.0 Amendment of Agreement

7.01 The only modification to this agreement that has any force or effect is a subsequent amendment in writing signed by both parties except for changes to the annual fee in compliance with section 7.02 which must be in writing and may be signed by the Tax Assessor Collector and City Controller. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

7.02 Amendment of Annual Fee. The Tax Assessor Collector may amend the annual fee stated in 3.06, as previously amended for successive renewal terms, in an amount that increases the fee by the anticipated increases in the postal rate and actual number of permits in the current and prior Contract Years and increases in the salary and benefits of the employees in the Tax Assessor Collector's office by sending a notice of the new annual fee with an explanation of the basis for the changes to City in compliance with section 13 no later than July 1 of each year. If actual increases occur during a Contract Year for which there was not a corresponding increase in the annual fee for that Contract Year, these may be included in the increases for the following Contract Year. If the City does not send a notice in compliance with section 13 stating that the new annual fee is unacceptable within forty five (45) Days after receipt of the notice of the new annual fee, the City shall accept the new annual fee stated in the notice of new annual fee for the next Contract Year. If the City sends a notice that any of the new annual fee is unacceptable, the City shall meet with the Tax Assessor Collector to discuss the points of disagreement and they shall determine whether to revise the disputed annual fee. When any dispute is resolved and some or all of the changes are accepted by the City, the new annual fee becomes effective for the applicable Contract Year, subject to approval by the Council if the increase exceeds the City Manager's approval authority.

7.03 Request for Amendment. The City shall submit all requests for changes to this agreement to the Tax Assessor Collector for consideration by Commissioners Court. County shall submit all requests for changes to this agreement to the City Controller for consideration by the Council.

8.0 Entire Agreement

8.01 This agreement supersedes any and all other agreements, either oral or in writing,

between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

8.02 Exhibit "A". Notice of New Annual Fee is made a part of this agreement, and constitutes promised performances by City.

9.0 Breach

9.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

10.0 Dispute Resolution

10.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

11.0 Waiver and Reservation of Rights

11.01 Waiver. The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.

11.02 Reservation of Rights and Remedies. All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the law or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

12.0 Termination

12.01 Annual Termination. Either party to this agreement may terminate this agreement with or without cause by giving 90 days prior written notice to the other party.

12.02 Termination for Breach. Either party may terminate this agreement if it is found that

the other party has breached this agreement. Before termination, the terminating party shall provide written notice to the other party of any alleged breaches. Upon receipt of this notice, the breaching party has 45 days to correct the breaches or explain why the actions do not breach this agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 45 days results in automatic termination of this agreement at the end of the 45-day period unless the parties agree in writing to extend the time to cure the breaches.

12.03 Mutual Termination. County and City may terminate this agreement when both County and City agree, in writing, (1) that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and (2) what conditions of termination will apply, including the effective date of termination.

12.04 Obligations on Termination. It is agreed that the fees payable under this interlocal are based on the duration of the Agreement. If this Agreement is terminated during a Contract Year, the fees owing equal the number of months or partial months between the beginning of that Contract Year and the effective date of termination multiplied by one twelfth of the annual fee for that Contract Year. City shall pay fees owed for that Contract Year within thirty days after termination. County shall provide a final Fiscal Year Summary of the monthly totals for the categories in 4.06 for the months between the beginning of the current Fiscal Year and the date of termination. County shall send a letter jointly prepared with the City to the Texas Alcoholic Beverage Commission stating the effective date on which all fees due to the City of Austin for alcohol permits issued by the Texas Alcoholic Beverage Commission are payable to the City of Austin.

12.05 Survival of Provisions. If this agreement is terminated, the terms about fees and payments and obligations on termination survive the termination until each fee calculated in compliance with 12.04 is paid.

13.0 Notice

13.01 Written Notice. All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.02 County Address. Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

Travis County Purchasing Agent
700 Lavaca, Suite 800
Austin, Texas 78701

If mailed to:

Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Tax Assessor Collector
5501 Airport Boulevard
Austin, Texas 78751

If mailed to:

Tax Assessor Collector
P.O. Box 1748
Austin, Texas 78767

13.03 City Address. Notices sent pursuant to this agreement shall be delivered or sent to City at the following address:

If hand delivered to:

City of Austin
Controller's Office—Internal Controls
124 West 8th Street, Suite 140
Austin, Texas 78701

If mailed to:

City of Austin
Controller's Office—Internal Controls
P. O. Box 2920
Austin, Texas 78768

13.04 Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.05 Change of Address. Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

14.0 Parties Bound

14.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

15.0 Interpretational Guidelines

15.01 Third Party Rights Not Created. This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

15.02 Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

15.03 Severability of Provisions. In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and

this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

15.04 Computation of Time. When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

15.05 Gender and Number. Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.

15.06 Headings. The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

15.07 Duplicate Originals. This document may be executed in duplicate originals.

CITY OF AUSTIN

By: Elaine Hart

Date: 10/16/2015

APPROVED AS TO FORM

C Crosby 10/15/2015
Assistant City Attorney

TRAVIS COUNTY

By: Sarah Eckhardt
Sarah Eckhardt, County Judge

Date: OCT 20 2015

Exhibit A

NOTICE OF FY 2016 ANNUAL FEE

The annual fee for the first Contract Year is \$83,000.04.

This fee is payable in twelve equal monthly installments of \$6,916.67.

City shall remit by ACH payment the monthly installments to County on or before 21st day of each month starting on November 21, 2015 as fees for the alcohol permit fees collections on behalf of the City during the previous month.

No further invoice is necessary.

There is no increase as this is the initial year of the agreement.

The explanation of the basis for any increase for subsequent years may be stated as the amount or percentage applicable to postal increases and the amount or percentage applicable to employee salary and benefit increases.