

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF AUSTIN TEXAS AND TRAVIS COUNTY TEXAS  
FOR FEASIBILITY STUDY ON A HEALTHY FOOD  
RETAIL INCENTIVE PROGRAM**

This Interlocal Agreement ("*Agreement*") is made as of the Effective Date (defined below) between the City of Austin, a Texas home-rule city and political subdivision of the State of Texas (the "*City*"), and Travis County, Texas, a political subdivision of the State of Texas (the "*County*"). The City and County are sometimes referred to collectively in this Agreement as the "*Parties*" and individually as a "*Party*."

**RECITALS**

A. A 2015 study of the City of Austin found that the incidence of food insecurity strongly correlates not only with unemployment and poverty but also proximate access to major grocery stores selling affordable nutritious food. Addressing the prevalence of food insecurity for residents requires a holistic strategy that responds to its two main root causes: 1) lack of access and 2) lack of income. Geographically, the highest concentration of food insecurity in the Austin-Travis County region is located in census tracts that stem from Interstate Highway 35 to Austin's North- and Southeastern suburbs to the Bastrop County line, forming the geographical area, known as the 'Eastern Crescent.'

B. The City and Travis County have both expressed a need to better understand the food retail landscape of the Eastern Crescent. The Parties intend to collaborate on this study in order to jointly address both food access and food insecurity through a comprehensive healthy food retail and industry economic development strategy, which will increase economic opportunities in ways that will maintain the stability of the Eastern Crescent communities.

C. The following City Council Resolutions serve as the basis for the City's involvement in this study: Resolution No. 20120802-072, 20140807-106, 20141106-063, 20141211-129, 20150507-027, 20160303-020, and 20170302-034.

D. Travis County is developing a Comprehensive Economic Development Strategy that includes a place-making goal to develop healthy communities of opportunity through improved access to healthy food.

E. This Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code. Each Party represents and warrants that it is carrying out a duly authorized governmental function, which each is authorized to perform individually, and the mutual promises exchanged represent good and valuable consideration. Each Party represents and warrants that payments, if any, to be made to the other Party, as set forth herein, are in amounts that fairly compensate the performing Party for the services or functions and are made from current revenue available to the paying Party.

**NOW, THEREFORE**, in consideration of the recitals above, the mutual promises made in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and the County hereby agree as follows:

## **AGREEMENT**

1. **Term.** The term (the "*Term*") of this Agreement shall commence on the Effective Date and shall terminate 24 months later.

2. **Consultant Services.**

A. During the Term, the City will procure and hire a qualified consultant (the "*Consultant*") to study the relevant factors, including but not limited to those listed on Exhibit A ("*Scope of Work*"), and produce a report of findings to the City and the County (the "*Services*"). The City's Purchasing Office will be responsible for managing the procurement process and ongoing contract administration. Staff designees from the City and the County will jointly participate in the development of the scope of work, evaluation, and selection of the Consultant, and will provide oversight of the Services performed by the Consultant. Travis County representatives, including a representative of the County Attorney's Office, will review and provide timely input on the consultant's contract prior to it being finalized by the City. The City will be responsible for initiating payments to the Consultant for Services performed, billing the County and other third parties as Consultant invoices are paid, as well as coordinating with the appropriate City and County staff and third parties throughout the project.

B. All Services performed under this Agreement shall be performed in accordance with professional standards, in a competent manner, and in compliance with all applicable laws, County and City policies, and the terms of this Agreement.

C. The Consultant may be available to prepare additional reports and perform related services if mutually agreed upon by the County and the City.

3. **Payment for Consultant Services.**

The Parties agree that the City and the County will each be responsible for the Consultant's fee for the Services, in the following amounts: \$100,000 will be provided by the City and a not to exceed amount of \$50,000 will be provided by the County for a total combined Consultant fee of \$150,000. All work product produced by the Consultant shall be the joint property of the County and the City.

The County shall pay the City within 30 days of receipt of a complete and correct invoice related to Consultant Services. An invoice shall be considered complete and correct when submitted to the County address, below, and the City and County staff determine that the Deliverables due as described in the Consultant's contract have been received.

Invoices shall be sent to:

Travis County  
Attention: Director of Economic Development & Strategic Investments  
700 Lavaca Street, Suite 1560  
Austin, Texas 78701

4. **Miscellaneous.**

A. **Severability.** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement

B. **Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.

C. **Alteration, Amendment, or Modification.** This Agreement may not be altered, amended, or modified except in writing, approved by the County Judge and the City Manager of the City of Austin, or their respective designee.

D. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

E. **Notice.** Notices to either Party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested, unless otherwise provided in this Agreement. If sent to the Parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand deliver and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes shall be:

City of Austin  
Attention: Chief Financial Officer  
P.O. Box 1088  
Austin, Texas 78767-1088

City Manager  
City of Austin  
P.O. Box 1088

Austin, Texas 78767

The address of the County shall be:

Travis County  
Attention: County Executive, Planning and Budget  
700 Lavaca Street, Suite 1560  
Austin, Texas 78701

The Honorable David Escamilla  
Travis County Attorney  
314 W. 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Austin, TX 78701

F. Incorporation of Recitals. The recitals that appear at the beginning of this Agreement are hereby incorporated into this Agreement by reference.

G. Assignment. Any assignment of this Agreement by a Party requires the prior written consent of the other Party.

This Interlocal Agreement has been executed to be effective as of the latest date appearing below the signatures of the Parties (the "*Effective Date*").

**CITY OF AUSTIN:**

**TRAVIS COUNTY:**

By: \_\_\_\_\_  
Name: Sue Edwards  
Title: Assistant City Manager

By: \_\_\_\_\_  
Name: Sarah Eckhardt  
Title: Travis County Judge

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
Title: Assistant County Attorney

\_\_\_\_\_  
Name: Barbara Wilson