

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN AND TRAVIS COUNTY TO
PRESERVE THE CULTURE AND HISTORY OF AUSTIN AND TRAVIS COUNTY, TEXAS**

This Interlocal Agreement ("Agreement") is entered into by and between Travis County, a political subdivision of the State of Texas ("County"), and the City of Austin, a home-rule municipal corporation and political subdivision of the State of Texas ("City"). The purpose of this agreement is to collaborate on historical research, exhibits, programs, events, and joint initiatives, including the potential creation of a historic district within a defined downtown Austin geographic area containing historic real property owned by each municipality, for the benefit of both municipalities and the populations they serve.

RECITALS

1. County and City have the authority to enter into an Interlocal Cooperation Agreement through Tex. Const. Art. 3, sec. 64 and Chapter 791, Texas Government Code.
2. County and City are local governments as that term is defined in Texas Government Code § 791.003.
3. County has the authority to preserve the historic cultural resources consistent with the statewide preservation plan under Chapter 318 of the Texas Local Government Code and other statutes.
4. County and City have the desire to share historic cultural resources for the benefit of the public and to preserve historic cultural resources in accordance with the Local Government Code.

In consideration of the agreements, covenants and payments in this Agreement, the sufficiency of which are acknowledged, City and County mutually agree to the terms and conditions in this Agreement.

AGREEMENT

- 1. DEFINITIONS.** In this Agreement,
 - 1.1.** "Agreement Term" means the Initial Term plus any subsequent Renewal Term(s) or any other period of time designated in writing as an Agreement Term by the Parties.
 - 1.2.** "City Council" means City Council of the City of Austin, Texas.
 - 1.3.** "City Manager" means the City Manager of the City of Austin, Texas.

- 1.4. "Claim" means any claim, or other action or proceeding that is related to the services provided under this Agreement, including proceedings before an administrative agency.
- 1.5. "Commissioners Court" means the Travis County Commissioners Court.
- 1.6. "Company" means the beneficiary party to Joint Project agreements with both City and County.
- 1.7. "County Auditor" means the Travis County Auditor, or her designee.
- 1.8. "County Purchasing Agent" or "Purchasing Agent" means the Travis County Purchasing Agent, or his designee.
- 1.9. "Days" means calendar day(s) unless otherwise specifically noted in any provision.
- 1.10. "Fiscal Year" means the County fiscal year, which, at the time of execution of this Agreement begins October 1 and ends on the following September 30.
- 1.11. "Party" and/or "Parties" means the County and/or City.
- 1.12. "Person" means any natural person, firm, corporation, or other entity.
- 1.13. "Third-Party" means an independent contractor retained by the City or County to further the goals of cultural heritage and historic preservation.
- 1.14. "Working Day" means any day except a Saturday or Sunday and which neither Party has declared as a holiday for its employees.

2. SCOPE OF AGREEMENT

- 2.1. **Purpose.** The purpose of this Agreement is for the Parties to collaborate between the City and County to more efficiently preserve and advance cultural and historical resources within Austin and Travis County.
- 2.2. Joint Projects may include various research topics, educational programs and exhibits, heritage tourism initiatives, historic preservation initiatives, analysis of cultural heritage or historic districts of mutual benefit, and collaborative applications for funding to support initiatives through other parties.
- 2.3. **Work Flow:**
 - a. City and County share knowledge, contacts, research, reports, information, data, applications, workflows, contracts, and initiatives related to the Purpose.

- b. City and County will include each other on projects, meetings, and opportunities related to cultural heritage and historic preservation when assets are relevant to both Parties.

2.4. Entire Agreement.

- a. **Inclusive Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, are contained in this Agreement.
- b. **Contents of Contracts.** Contracts with Third Party contractors shall include provisions ensuring that Third Party contractors will receive no duplicate payments from each Party for the same service.
- c. **Limitations.** This Agreement sets out the agreements and obligations between County and City only. The Agreement does not obligate County in any way to any of City's contractors, or any other third party. The Agreement does not obligate City in any way to any of County's contractors, or any other third party. This Agreement creates no third-party beneficiary rights as between County and any of City's contractors. This Agreement creates no third-party beneficiary rights as between City and any of County's contractors.

3. TERM

- 3.1. Initial Term.** This Agreement becomes effective when approved by the governing authorities of the Parties and executed by their authorized representatives. Once Executed, this Agreement shall remain in effect until it terminates on October 31, 2031. (Initial Term), unless terminated earlier in accordance with its terms.
- 3.2. Renewal Term(s).** Unless terminated in writing before the end of the Initial Term, this Agreement automatically renews on October 1, 2031, for an additional one-year term (Renewal Term) to allow Parties to seek reauthorization from the Travis County Commissioners Court and Austin City Council to enter into an agreement.
- 3.3.** The terms and conditions of the Agreement in any Renewal Term remain the same as those in the previous term unless amended in writing pursuant to the terms of this Agreement.

4. AGREEMENT FUNDS. ADMINISTRATION AND SUPPORT

- 4.1. Payments to City.** No financial contracts or payments by the County to

the City are obligated due to this cooperative agreement. The County may enter into Third-Party contracts to support this agreement without financial obligation to the City.

- 4.2. Payments to the County.** No financial contracts or payments by the City to the County are obligated due to this cooperative agreement. The City may enter into Third-Party contracts to support this agreement without financial obligation to the County.

4.3. Administration.

- a. City Administration. City designates the Austin Public Library as the department responsible for the City's administration of this Agreement and all matters pertaining to it. City contact for this Agreement is:

Jennifer Chenoweth, Austin History Center (or successor)

Austin Public Library

P.O. Box 2287

Austin, Texas 78768-2287

(512) 974-7536

Email: jennifer.chenoweth@austintexas.gov

- b. County Administration. County designates the Travis County Historical Commission as the department responsible for County's administration of this Agreement. County contact for this agreement is:

Bob Ward, Chair (or successor)

Travis County Historical Commission

P.O. Box 1748

Austin, Texas 78767

(512) 796-1050

Email: bobward7@gmail.com

- 4.4. Authorized Representatives.** City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions or other inquiries related to this Agreement shall initially be presented to the contact in Section 4.3.

- 4.5. Insurance.** City and County acknowledge that each Party has self-funded insurance and will maintain risk related reserves at a level sufficient to cover the liability assumed by City and County, respectively, pursuant to applicable generally accepted business standards. City shall require all Third-Party contractors providing services under this Agreement to have standard insurance coverage as stated in its solicitation documents, or actual existing agreements.
- 4.6. Current Revenue Funds.** County shall provide payment for Third-Party services under this Agreement from current revenue funds available and set aside for this purpose. City shall provide payment for Third-Party services under this Agreement from current revenue funds available and set aside for this purpose.
- 4.7. Prior Debts.** Neither Party is liable for costs incurred or performances rendered by the other Party before or after the end of the Agreement Term.

5. INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

- 5.1. Independent Entities.** The Parties expressly acknowledge that City and County are independent entities, and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City may be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County may be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies. The relationship of County and City under this Agreement is not and shall not be interpreted to be a partnership, joint enterprise, or joint venture. Neither Party has the authority to:
- a.** make any statements, representations, or commitments of any kind on behalf of the other Party, or
 - b.** take any action which would be binding on the other Party, or
 - c.** hold itself out to be able to bind the other Party.
- 5.2. Responsibilities.** To the extent permitted by Texas law, City is not liable for any claims, damages, or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. To the extent permitted by Texas law, County is not liable for any claims, damages, or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this Agreement. To

the extent permitted by Texas law, City and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity is responsible for the handling of the portion of any claim, which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

- 5.3. Claims Notification.** If any Claim is made or brought by any Person against City or County, the Party against whom the Claim is made shall give written notice to the other Party of the Claim within three (3) Working Days after being notified of the Claim. This notice shall include the name and address of the Person that made a Claim; the basis of the Claim; the court or administrative tribunal, if any, where the Claim was instituted; and the name or names of any Person against whom this Claim is being made. This written notice shall be given in the manner provided in Section 9 of this Agreement. Except as otherwise directed, the Party against whom the Claim has been made shall furnish the other Party with copies of all pertinent papers received by that Party with respect to these Claims.

6. TERMINATION

- 6.1. Termination for Convenience.** The Agreement may be terminated by either Party at any time, for any reason, by giving 30 days written notice to the other Party of its intention to terminate.
- 6.2.** Nothing in this section 6 prevents or prohibits either Party from seeking any other remedy allowed by law.

7. MISCELLANEOUS PROVISIONS

- 7.1. Compliance with Applicable Law.** City and County shall each provide, or the City shall contract to provide, all services and activities under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, ordinances, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement.
- 7.2. Non-Waiver.** No payment, act or omission by either Party constitutes a waiver of any breach or default of the other Party which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

- 7.3. Reservation of Rights and Remedies.** All rights of the Parties under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to either Party under it. Exercise of any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.
- 7.4. Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.
- 7.5. Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall not be impaired or invalidated in any way by that holding.
- 7.6. Interpretational Guidelines**
- a. **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, provided the last day of the period is a Working Day. If the last day of any period falls on a day that is not a Working Day, these days shall be omitted from the computation.
 - b. **Number and Gender.** Words of one gender in this Agreement shall be construed to include the other genders. Use of the singular form includes the plural and use of the plural form includes the singular, unless the context in the Agreement clearly requires otherwise.
 - c. **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only 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.
- 7.7. Immunity or Defense.** Both Parties expressly acknowledge that the execution of this Agreement and any conduct of any representative of City or County relating to this Agreement shall not waive, or be deemed to waive, any immunity or defense otherwise available to that Party against claims arising in the exercise of its governmental powers and functions, and shall not be considered a waiver of sovereign immunity to suit. Both Parties acknowledge that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party and

such action by one Party shall not operate to incur any expense or charge to the other Party.

- 7.8. Survival of Conditions.** The conditions and requirements of this Agreement which, by their terms, are performable after termination or expiration shall remain fully performable.

8. AMENDMENTS

- 8.1. Written Amendments.** Any change to the terms of this Agreement or any attachments to it must be made in writing and signed by both Parties.
- 8.2. Acknowledgements as to Amendment.** The Parties acknowledge that no officer, agent, employee or representative of theirs has any authority to change the terms of this Agreement unless expressly granted that specific authority by the governing entity of that Party under a specific provision of this Agreement or by separate action of that governing entity.
- 8.3. Submission of Amendment.** Each Party shall submit all requests for alterations, additions or deletions to this Agreement or any attachment to it to the contact person in Section 4.3 for consideration. Each Party shall submit these requests for changes for written approval by the governing entity or authorized representative.

9. NOTICES

- 9.1.** Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be deemed to have been given:
- a. immediately if delivered in person to the person named in this Section 9 for the Party to whom the notice is directed, or
 - b. on the third (3rd) day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address in this section 9.
- 9.2. County Address.** The address of County for all purposes under this Agreement shall be:
- Andy Brown, Travis County Judge (or his successor)
700 Lavaca, Ste. 2.300
Austin, Texas 78701

With copy to (registered or certified mail with return receipt is not required):

Christy Costlow, Information Technology Division Director, Records
Management Services

Technology and Operations

P. O. Box 1748

Austin, Texas 78767

- 9.3. City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be as follows:

T.C. Broadnax, City Manager (or successor in office) City
of Austin

P. O. Box 1088

Austin, Texas 78767-1088

With copy to (registered or certified mail with return receipt requested is not required)

Terry Franz, Economic Development Department (or successor) City of
Austin

P. O. Box 1088

Austin, Texas 78767-1088

and

Deborah Thomas, City Attorney (or successor in
office) City of Austin

P. O. Box 1088

Austin, Texas 78767-1088

- 9.4. Change of Address.** Each Party may change the address for notice to it by giving written notice of the change in compliance with this Section 9.

11. LEGAL AUTHORITY

- a. Legal Authority to Enter Agreement.** Each Party represents that it has the legal authority to enter into this Agreement. Once approved by City Council, the City represents that it has the legal authority to receive funds authorized by this Agreement and to perform the services it has obligated itself to perform under this Agreement.

- b. **Signers.** The person or persons signing this Agreement on behalf of each Party, or representing themselves as signing this Agreement on behalf of either Party, represent that he or she has been duly authorized by that Party to sign this Agreement on behalf of the Party and to bind the Party validly and legally to all terms, performances, and provisions in this Agreement.

12. PROHIBITIONS

- a. **Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4 (a copy of which has been provided to County). Both Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code and other applicable laws.
- b. **Gratuities.**
 - i. Either Party may terminate this Agreement if gratuities of any kind, including entertainment and gifts, were offered or given by the other Party or their representative to any of its officials or employees to secure favorable treatment under this Agreement.
 - ii. If this Agreement is terminated pursuant to this subsection, in addition to other rights and remedies, the Party seeking termination is entitled to recover liquidated damages from the other Party equal to the cost incurred by the other Party in providing these gratuities.

13. ASSIGNABILITY

- a. No Party may assign any of the rights or duties under this Agreement without the prior written approval of the other Party. City acknowledges that no officer, agency, employee or representative of County has any authority to grant an assignment unless expressly granted that specific authority by the Commissioners Court.

14. FORCE MAJEURE.

- a. Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where these are caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). These delays or failures to perform extend the period of performance for a period of time equal to that time required to remove these exigencies. If a Party seeking to avail itself of this clause does not notify the other Party within five (5) Working Days after the impossible conditions have abated, that Party waives this right as a defense,

unless timely notification is impractical under the circumstances and then notification must be done as timely as possible. Each Party agrees that breach of this provision by failure to provide notice or provide services after the impossible conditions have passed, entitles non-breaching Party to reduce or stop payments or services or immediately terminate this Agreement.

Travis County	
Sign: _____	Sign: _____
Printed Name & Title: _____	Printed Name & Title: _____
Date: _____	Date: _____